

OLD DOMINION UNIVERSITY  
REQUEST FOR PROPOSALS  
SEALED - RFP #16-221-12-HRS

Title: On-Line Proctored testing Sevices  
Issue Date: September 21, 2015  
Due Date and Time: October 9, 2015, NLT 2:00 P.M. Local Time (*Time Stamped 2:01 P.M. or Later Will Not Be Accepted*)

Issuing Agency: Old Dominion University  
Procurement Services, Suite 111  
4401 Powhatan Avenue  
Norfolk, Virginia 23529-0308

Period of Contract: **Initial Period** - From contract award through June 30, 2017. The University shall reserve the right to renew the contract up to four (4) successive one-year periods.

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**THIS DOCUMENT CONSTITUTES A REQUEST FOR SEALED PROPOSALS FROM QUALIFIED INDIVIDUALS AND/OR ORGANIZATIONS TO PROVIDE ON-LINE PROCTORED TESTING SERVICES TO THE UNIVERSITY'S DISTANCE LEARNING STUDENTS.**

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**ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ (Please Initial)**

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In compliance with this Request for Proposal ("RFP") and to all the conditions imposed herein, the signatory agrees to faithfully execute any resulting contract, and offers to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. An 'Agent' authorized to bind the company to same shall sign the following section.

Name and Address of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_ Signature  
\_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Typed or Printed (Name and Title)  
\_\_\_\_\_ Phone #: \_\_\_\_\_  
FEI/FIN #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Are you or your company registered with eVA? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is your firm registred with the Commonwealth's State Corporation Commission (SEC)? If yes, please indicate identification number: \_\_\_\_\_

Are you or your firm certified through the Commonwealth's Department of Minority Business Enterprise? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please indicate the following:

SWaM Designation: \_\_\_\_\_

Certification #: \_\_\_\_\_

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

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**I. INSTRUCTIONS TO OFFERORS:**

A. General:

1. The University reserves the right to accept or reject any and all proposals in whole or in part, and waive any informality that may occur during the competitive negotiation process. Further, the University reserves the right to enter into any contract deemed to be in the best interest of the University.
  - a) Sealed proposals will be received by and in the office of issuing agency specified on page 1 of this RFP until **October 9, 2015, NLT 2:00 PM local time**. Proposals time-stamped 2:01 P.M. or later will not be considered, and will be returned to the Contractor unopened. The University is not responsible for late delivery by U. S. Postal mail or other couriers.
  - b) Should the University experience an 'unofficial' closing on and/or during the date and time specified herein for the receipt of sealed proposals, the closing date shall automatically extend to the next day the University is officially opened for business, with the receiving time remaining the same.
  - c) It shall be the Offeror's responsibility to confirm any 'unofficial' closing(s).
2. All inquiries and questions regarding this solicitation must be directed to **Harry R. Smithson, Jr., CPPO, VCCO, VCO, Procurement Services Manager**, Department of Procurement Services via email at **hrsmiths@odu.edu**, and are due NLT 2:00 P.M. (EST) **September 25, 2015**. A response via an addendum shall be issued for any such requests deemed to have any bearing on service delivery or cost.
3. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ <div style="text-align: center;">Name of Offeror</div> _____ <div style="text-align: center;">Street or Box Number</div> _____ <div style="text-align: center;">City, State, Zip Code</div>	_____ <div style="text-align: center;">October 9, 2015</div> <div style="text-align: center;">Due Date</div> _____ <div style="text-align: center;">16-221-12-HRS</div> <div style="text-align: center;">RFP No.</div> _____ <div style="text-align: center;">On-Line Proctored Testing Services</div> <div style="text-align: center;">RFP Title</div>	_____ <div style="text-align: center;">2:00 P.M.</div> <div style="text-align: center;">Time</div>
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Name of Contract/Purchase Officer or Buyer Harry R. Smithson, Jr., CPPO, VCCO, CUPO

The envelope should be addressed as directed on Page 1 of the solicitation.

Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

4. The University 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 University all such information and data for this purpose as may be requested. The University reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The University further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the University 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.
5. Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the University will publicly post such notice on the eVA VBO website for a minimum of 10 days.
6. Proposal Binding Period: Any response to this solicitation shall be valid for (120) days. At the end of the (90) 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 canceled.
7. Offeror Certification: By submitting their proposals, Offeror's certify to the University that:
  - a) 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. (the VPPA §2.2-4367 through §2.2-4377.)

- b) They will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, and the Americans with Disabilities Act.
  - c) If awarded the contract as a 'faith-based' organization, they shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients 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. (the Rules §36.E.)
  - d) They do not and will not during the performance of any resulting contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
  - e) 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.
  - f) They agree to faithfully enter into any resulting contract and further conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of 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.
8. Offeror Obligation: Offeror shall carefully examine the terms and conditions set forth in this Request for Proposal and any subsequent addenda. Failure to do so shall not relieve a Offeror of an obligation to furnish the goods and/or services specified in this Request for Proposal and its addenda.
9. Discrimination by University Prohibited:
- a) The University shall not discriminate against any Offeror during this solicitation or award of any resulting contract because of race, religion, color, sex, national origin, age, disability, any other basis prohibited by state law relating to discrimination in employment. (the Rules §9.A.)
  - b) The University shall not discriminate against any Offeror during this solicitation or award of any resulting contract because the Offeror employs ex-offenders unless the University has made a written determination that employing ex-offenders on the specific contract is not in its best interest. (the Rules §9.D.)
  - c) The University shall not (i) discriminate against a faith-based organization on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of the Rules §36 , or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements. (the Rules §36.C.)
10. eVA Website Portal: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for Contractors to conduct business with state agencies and public bodies. All Contractors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Contractor Registration Service or eVA Premium Contractor Registration Service. If selected for award by the University, selected Offeror must register in eVA and agree to pay the Contractor Transaction Fees specified on the eVA website. Failure to register will result in cancellation of contract.
11. Ownership Of All Data and Trade Secrets or Proprietary Information:
- a) Materials and documentation originated and prepared for the University pursuant to this RFP shall belong exclusively to the university and be subject to public inspection in accordance with the Virginia Freedom of Information Act, Chapter 37 (§ 2.2-3700 et seq.) of Title 2.2 of the Code of Virginia.
  - b) Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Freedom of Information Act; however, the Offeror must invoke the protections of §23-38.90 of the Code of Virginia, specifically the '*Rules Governing Procurement of Goods*,

*Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (the "Rules"), subsection F. of §34, in writing either before or at the time the data or other material is submitted.*

- c) The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.
- d) The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

12. Scope:

Scope used herein are to be considered a quality indicator and acceptance will be based on Offeror's compliance with the intent of the scope. Deviations and/or exceptions taken to the scope herein may be considered if they are deemed to meet the intent of the solicitation.

13. Tax Exempt: Sales to the Commonwealth of Virginia are 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.

B. Specific:

- 1. Demonstrations: By submitting a proposal, the Offeror certifies that the specified services are currently deployed and in productive use by entities similar to Old Dominion University. The University reserves the right to require Offerors to demonstrate the functionality of proposed solution to its satisfaction prior to making an award decision. Such demonstration is intended to show that a Offeror's services/solution will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a Offeror to promptly comply with a request for demonstration could result in their proposal being rejected.
- 2. References: Offerors shall complete and submit with response the requested account and reference information specified herein in Attachment A. Offeror shall provide a minimum of five (5) references, however, additional references may be included as a separate attachment incorporated into the response.

II. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified firms and/or individuals, and through competitive negotiations establish a contract with the selected firm and/or vendor to provide "proctored testing services" to Old Dominion University ("University") students participating in the Distance Learning program.

III. **BACKGROUND**

A. **Current Environment:**

- 1. With the reorganization of resources within Distance Learning and restructuring of site locations, and the official shift in technology away from televised to web conferencing, more flexible options for students and faculty for testing and proctoring are required.
- 2. As students are no longer required to go to physical locations to attend class, the expectation that they go to a physical site for testing becomes less appropriate. Students are also, with the use of WebEx, becoming even more comfortable with using computers and web-based applications to complete coursework and interact with faculty. The University needs flexible testing options for students and faculty to meet changing needs and demands, that students and faculty alike can learn and understand.
- 3. The organizational changes within DL and our resources available at the VCCS sites beginning in the Fall of 2014 have changed the availability of live proctoring options for students. Some VCCS schools charge students to be proctored live at their locations. In general, the availability of live proctoring services at partner locations has greatly decreased.
- 4. Possible outcomes of a new flexible proctoring solution would be increased student satisfaction with seamlessness between technologies used with coursework. While there may be an initial transition for faculty, they are already having to reexamine practices and teaching methods and content with the use of new technology. Online testing opens up the opportunity for wider testing windows which would be more conducive to student needs and wants. Furthermore this transition could open up discussions for faculty about other types of assessment methods and the most effective ways to measure student learning in various disciplines.

5. In the Spring of 2012, the University selected ProctorU for a pilot conducted during the Summer of 2012. We chose ProctorU because it offered live identity verification, live monitoring of students taking exams, flexible cost options for us, as an institution, use of the Blackboard LMS environment, and because it was already being used successfully by NVCC ELI. As we were partnering with this institution to offer the first two years of coursework, students would have a more seamless experience as ProctorU's technology requirements and processes would be familiar to many students.
6. In the Fall of 2014, 18 different faculty members used ProctorU in 18 different courses. At least three faculty have also offered use of the system to students in their face to face versions of their online course. The class size varies between 19 and 151 students.
7. Almost 2,900 exams were administered using ProctorU in the Fall term.
8. For the University's Distance Learning plans to grow enrollments and serve more students, especially outside of the Hampton Roads region, a more flexible system for testing is necessary. Students who are not near University site locations have always had to identify proctors themselves; an online option would be easier for these students.

**B. Good Faith Small, Women, and Minority (SWaM) Owned Business Participation Efforts:**

1. Old Dominion University is committed to the preservation and strengthening of small businesses, small businesses owned by women and minorities and to encouraging their participation in State procurement activities. Subsequently, the University is committed to achieving its FY2015 aspirational target of forty-seven and one-half percent (47.5%) with firms certified by the Commonwealth's Department of Minority Business Enterprise (DMBE) for combined prime contractor and subcontractor spend. The University requests assistance from all potential prime contractor's in reaching this goal by specifically meeting or exceeding expenditure targets equal to:
  - a. 7.5% for MBE spend;
  - b. 7% for WBE spend; and
  - c. 33% for SBE spend.
2. It is the University's goal to achieve these targets through Bidders/Offeror's willingness to provide for participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses, and plans for involvement on this contract are required. By submitting a response, Bidder/Offeror certifies that all information provided in response to this solicitation is true and accurate. Failure to provide the information required by this solicitation may ultimately result in the response being deemed non-responsive, and ultimately rejected.
3. The University also encourages Bidder's/Offeror's to provide for participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses, and plans for involvement on any resulting contract are required. By submitting a response, Bidder/Offeror certifies that all information provided in response to this solicitation is true and accurate. Failure to provide the information required by this solicitation may ultimately result in response being deemed non-responsive, and ultimately rejected.
4. While it is the University's intent to enter into an exclusive agreement with one Bidder/Offeror, whenever possible, all potential Bidders/Offerors are encouraged to subcontract any applicable services by partnering with qualified vendors that have also been certified as small, small woman-owned, small minority-owned, businesses through the Commonwealth of Virginia's Department of Minority Business Enterprise (DMBE).
5. In order for Bidders/Offerors to be given consideration for award of a contract, each Bidder/Offeror shall provide with their response (and/or no later than ten (10) business days after request, but prior to award, such statement(s)) setting forth:
  - a. The good faith SWaM owned business participation efforts which the Bidder/Offeror has undertaken in the past; and
  - b. The good faith SWaM owned businesses participation efforts which the Bidder/Offeror intends to undertake in connection with the performance of this contract; including name of firm, contact name and phone number, total dollar amount to be subcontracted, category type (small, women, or minority owned), type of product/services.
6. If, in the statement submitted in the response to above sections 4.a and 4.b, the Bidder/Offeror indicates that it has not undertaken any good faith SWaM business participation efforts in the past and/or does not intend to undertake any such efforts in connection with the performance of any resulting contract, the Bidder/Offeror must **also** submit a statement setting forth the reason why it has not undertaken such efforts in the past and/or does not intend to undertake them in connection with the performance of this contract.

7. Any Bidder/Offeror that can qualify for certification through DMBE must do so prior to the award of any contract. The qualification information shall be evidenced by that information specified in the Bidder's/Offeror's completed and submitted W-9 form.
8. Regardless of whether or not the Bidder/Offeror is able to qualify for DMBE certification, selected Bidder/Offeror shall also agree to provide reports to the University's Department of Procurement Services, identifying the subcontractors used during the performance of any subsequent contract, as follows:

**A. Goods and Services – Quarterly Reports:**

**i. DMBE Certified subcontractors:**

- (a) Firm name;
- (b) DMBE certification number;
- (c) DMBE Designation (Small, Woman, Minority);
- (d) Value of subcontractor's contract;
- (e) Amount paid current quarter;

**ii. Non-DMBE Certified subcontractors – Contracts >\$200,000:**

- (a) Firm name;
- (b) DMBE certification number;
- (c) DMBE Designation (Small, Woman, Minority);
- (d) Value of subcontractor's contract;
- (e) Amount paid current quarter;

**Note:** Contractor(s) may be deemed in "breach of contract" for failure to provide the required subcontractor data and reports as specified above, and the contract and/or purchase order may be cancelled. Additionally, the University may withhold payment(s) for any and all services provided and invoiced during the period, and those same services will remain unpaid until such data and reports are provided.

- B. Authorized Contract Participation:** In accordance with the University's Rules Governing Procurement of Goods, Services, Insurance and Construction ("Rules Document"), specifically §6, Cooperative Procurement, it is the intent of this solicitation to allow any public body, public or private health or educational University's, or **Old Dominion University's** affiliated agencies and/or corporations, access and use of any subsequent contract(s), as authorized by the Contractor(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), any resultant contract(s) may be extended to the entities as indicated above to purchase at contract prices in accordance with contract terms and conditions. The Contractor(s) shall notify **Old Dominion University** 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(s) will provide semi-annual usage reports for all entities accessing the contract(s). Participating entities shall place their own orders directly with the Contractor(s), and shall fully and independently administer their use of the contract(s), including contractual disputes, invoicing and payments, without direct administration from **Old Dominion University**. **Old Dominion University** 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(s) to extend participation and use of the contract(s). It is understood and agreed that **Old Dominion University** is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract(s) no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

**IV. STATEMENT OF NEEDS/SCOPE OF WORK:**

**A. GENERAL:**

The selected Offeror shall provide live, on-line proctored testing students for the University's Distance Learning programs.

**B. SPECIFIC:**

1. Offeror shall provide online proctoring services that are available close to 24 hours a day, and seven days a week (excluding holidays).
2. Proposed solution must be currently in 'production'; no "beta testing" or time lines for development and implementation of a new solution offering will be allowed.
3. The solution should be browser-based with no downloaded software installation requirements.
4. The solution should be advanced and flexible to leverage the learning management systems used to deploy tests by the University, e.g., Blackboard, Canvas, etc.
5. The solution must be readily available for quick offering to both students and faculty.
6. The current solution should have defined and refined processes.

7. The staffing to be used as “proctors” must be highly qualified, well trained and/or as applicable fully certified, and regularly assessed to ensure they are able to note questionable testing behaviors.
8. The solution must use live staff members to verify each test taker’s identity and post a photo of the test taker within his or her account.
9. The proctors should have a reasonable number of students that they are responsible for at any given time. The system should have flexible payment options for for the University to consider, including:
  - a) student pays;
  - b) institution pays;
  - c) or payment sharing.
10. The solution must have established procedures to ensure the security of the test taker’s testing environment.
11. For faculty ease of use, the solution should have a clear user interface to schedule exams, and a way for the faculty easily edit and update testing instructions to be shared with students.
12. The solution should have a way to indicate when extra time or other accommodations are allowed to meet educational accessibility requirements.
13. The solution should have clear protocols established on processes for addressing suspect incidents.

For students, the system should be easy to use, so as not to detract from their ability to demonstrate their learning. The system should have a technical assistance unit that can assist any student who has trouble getting the interface to work. This should be available anytime a student can schedule a test. In the event that ODU does choose to pass the cost of testing to the student, the selected solution should accept multiple types of payments in an easy to use interface.

**V. REPORTING AND DELIVERY REQUIREMENTS:**

**UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES:**

- A. Any subsequent contract(s) that include a final SWAM Plan must provide for expenditure percentages for each proposed SWAM subcategory, as mutually negotiated and agreed to.
- B. Periodic Progress Reports/Invoices: For those contract(s) that include a final SWAM Plan, the Contractor shall provide on a quarterly basis to the appropriate University contact, a report on involvement of small businesses and businesses owned by women and minorities. This report will specify (i) the proposed total spend percentage and proposed total spend in dollars during the contract term for each proposed SWAM subcategory, (ii) the proposed total spend percentage and proposed total spend in dollars during the contract term with each identified and specified business, (iii) the actual spend percentage and actual spend in dollars to date and/or current period with each identified and specified business. This information shall be provided separately for small businesses, women-owned businesses and minority businesses.
- C. Final Actual Involvement Report: The Contractor(s) shall submit to the appropriate University contact, within 60 days of contract completion, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.
- D. If at any time during the contract term, as evidenced by review of required quarterly and report submittals, the awarded Contractor fails to meet proposed SWAM expenditure percentages, the University may deem same in ‘breach of contract’, and take appropriate action as necessary, which may include:
  1. An agreed to period to allow Contractor ‘time to cure’;
  2. Cancellation of remaining term(s) of contract; or
  3. The withholding of funds due to Contractor equal to the difference between proposed expenditure amount versus actual expenditure amount for any and all SWAM subcategories.
- E. In the event Contractor provides satisfactory resolution to any SWAM subcategory spend deficiency, the University will release to Contractor the associated funds withheld.
- F. The University’s right to withhold any funds due the Contractor pursuant to this section, shall not relieve the Contractor of their contractual obligations.

**VI. GENERAL TERMS AND CONDITIONS**

The following ‘general’ terms and conditions shall govern this solicitation, associated Offeror response(s), and as applicable, may be incorporated into any resulting contract.

- A. ADVERTISING: Offeror agrees that that no indication of such sales or services to the University will be used in product literature or advertising during the contract term of any contract award for supplies, equipment, or services resulting from this proposal.
- B. APPLICABLE LAWS 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 agency and the Contractor are encouraged to resolve any issues in controversy arising from the

award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 23-38.90). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations and policies of the University.

- C. **APPLICABLE LEGISLATION AND MANUAL:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia, specifically § 23-38.90 of the Code of Virginia and its associated Rules Governing the Procurement of Goods, Services, Insurance and Construction (“the Rules”) and the Purchasing Manual for Universities of Higher Education and their Contractors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is accessible on the Internet at [www.odu.edu/procurement](http://www.odu.edu/procurement) under “Information for Contractors”.
- D. **ASSIGNMENT OF CONTRACT:** Any resulting contract shall not be assignable in whole or in part without the written consent of the University.
- E. **AVAILABILITY OF FUNDS:** The University shall be bound hereunder only to the extent of the funds available or which may hereafter become available during each subsequent fiscal year and/or contract term, as applicable, and any requirement by Contractor for any total or partial compensation or payment by the University of unpaid fees, whether current or future, for lost profit and/or as liquidated damages in the event of early termination of the then current term if for other than breach by the University is prohibitive.
- F. **AUDIT:** Offeror agrees that they shall retain all books, records, and other documents relative to any resulting contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- G. **CHANGES TO THE CONTRACT:** During the term of any resulting contract, including any and all applicable extensions and/or renewals, changes may be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The University may request and issue change orders 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 University a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the University’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 University with all vouchers and records of expenses incurred and savings realized. The University 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 University within thirty (30) days from the date of receipt of the written order from the University. 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 *Purchasing Manual for Universities of Higher Education and their Contractors*. Neither the existence of a claim nor 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 University or with the performance of the contract generally.
- H. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, 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 University may have.

**I. DISCOUNTS**

1. **Prompt Payment Discounts:** The University will pay within 30 days after acceptance. A prompt payment discount offered for prompt payment of ( 20 ) calendar days or longer will be calculated in determining net low proposal.
2. **Special Educational Or Promotional Discounts:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

**J. DRUG-FREE WORKPLACE: (the Rules §11.)**

During the performance of any resulting 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 violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

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.

**K. EMPLOYMENT DISCRIMINATION: (the Rules §10.)**

During the performance of any resulting contract, the Contractor agrees to:

1. Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the above nondiscrimination clause.
2. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that such Contractor is an equal opportunity employer.
3. Certify all notices, advertisements and solicitations shall be placed in accordance with federal law, rule or regulation deemed sufficient for the purpose of meeting these requirements.
4. Include the provisions of foregoing paragraphs 1., 2., and 3. in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

**L. ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub consultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of any resulting Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

**M. EXCLUSIVITY:** The University reserves the right to procure goods or services covered under any resulting contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.

**N. INDEMNIFICATION:**

Contractor agrees to indemnify, defend and hold harmless the University, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the University or to failure of the University to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

**O. PAYMENT PROVISIONS:**

1. By the University:
  - a. Prompt Payment: (the Rules §42.)
    - i. The University shall promptly pay for the completely delivered goods or services by the required payment date.

- ii. Payment shall be deemed to have been made when offset proceedings have been instituted, as authorized under the Virginia Debt Collection Act (§ 2.2-4800 et seq.) of the Code of Virginia.
- iii. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial deliveries or executions to the extent that such contract provides for separate payment for such partial delivery or execution.
- b. **Defect Or Impropriety In The Invoice Or Goods And/Or Services Received: (the Rules §43.)**  
In instances where there is a defect or impropriety in an invoice or in the goods or services received, the University shall notify the Contractor of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within 15 days after receipt of the invoice or the goods or services.
- c. **Date Of Postmark Deemed To Be Date Payment Is Made: (the Rules §44.)**  
In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of these Rules.
- d. **Interest Penalty; Exceptions: (the Rules §44.)**
  - i. Interest shall accrue, at the rate determined pursuant to subsection ii., on all amounts owed by the University to a Contractor that remain unpaid after seven days following the payment date. However, nothing in this section shall affect any contract providing for a different rate of interest, or for the payment of interest in a different manner.
  - ii. The rate of interest charged the University pursuant to subsection i. shall be the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the publication entitled The Wall Street Journal. Whenever a split prime rate is published, the lower of the two rates shall be used. However, in no event shall the rate of interest charged exceed the rate of interest established pursuant to § 58.1-1812 of the Code of Virginia.
  - iii. Notwithstanding subsection i., no interest penalty shall be charged when payment is delayed because of disagreement between the University and a Contractor regarding the quantity, quality or time of delivery of goods or services or the accuracy of any invoice received for the goods or services. The exception from the interest penalty provided by this subsection shall apply only to that portion of a delayed payment that is actually the subject of the disagreement and shall apply only for the duration of the disagreement.
  - iv. This section shall not apply to retainae on construction contracts that provides for progress payments, during the period of time prior to the date the final payment is due. Nothing contained herein shall prevent a Contractor from receiving interest on such funds under an approved escrow agreement.
  - v. Notwithstanding subsection i., no interest penalty shall be paid to any debtor on any payment, or portion thereof, withheld pursuant to the Comptroller's Debt Setoff Program, as authorized by the Virginia Debt Collection Act (§ 2.2-4800 et seq.) of the Code of Virginia, commencing with the date the payment is withheld. If, as a result of an error, a payment or portion thereof is withheld, and it is determined that at the time of setoff no debt was owed to the Commonwealth, then interest shall accrue at the rate determined pursuant to subsection 2. on amounts withheld that remains unpaid after seven days following the payment date.

2. **To Contractor:**

Under any resulting contract, Contractor is hereby obligated:

- i. To submit all invoices for goods/services ordered, delivered and accepted directly to:
  - a) Old Dominion University  
Finance Office  
Rollins Hall, Room 202  
Norfolk, Virginia 23529; or
  - b) [invoice@odu.edu](mailto:invoice@odu.edu)
- ii. All invoices shall include:
  - a) Vendor Name, 'Remit To' Address, FEIN, or Social Security Number (Individual Contractor);
  - b) Invoice Number, Invoice Date, Payment Terms and Discounts, and Payment Due Date;
  - c) Purchase Order Number;
  - d) University Contact;

- e) Description of provided goods/services;
  - f) Quantity Delivered per line item;
  - g) Unit and Extended Cost per line item; and
  - h) Total Amount Due
- iii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - iv. All goods or services provided shall be billed by the Contractor at the agreed to contract price.
  - v. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the University 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 the University of its prompt payment obligations with respect to those charges which are not in dispute.
  - vi. When applicable, Contractor shall deliver to the University, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or University, or other appropriate penalties may be assessed in lieu of withholding such payment.

3. **To Subcontractors: (the Rules §45.)**

Under any resulting contract, Contractor shall be obligated:

- i. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the University for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- ii. To notify the University and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- iii. 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 University, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the University.

P. **SEVERABILITY:** The provisions of any resulting contract shall be deemed to be severable, and should any or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

Q. **TERMINATION WITH CAUSE:**

- 1. In the event that the Contractor shall for any reason or through any cause be in default of the terms of the contract, the University may give the Contractor written notice of such default by certified mail/return receipt requested.
- 2. Prior to termination of the contract, the University shall give the Contractor and its surety, if applicable, ten (10) calendar day's written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the University within said ten (10) days, the University may rescind the notice of termination. If Contractor does not, the termination for cause shall become effective at the end of the ten-day (10) notice period.
- 3. In the alternative, the University may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the University finds acceptable. If at any time more

than ten (10) days after the notice of termination, the University determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the University may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

4. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
5. Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the University any work in process for which payment has been made.
6. In the event of violations of law, safety or health standards and regulations, the contract may be immediately cancelled and terminated by the University and provisions herein with respect to opportunity to cure default shall not be applicable.

R. **TERMINATION BY UNIVERSITY FOR CONVENIENCE:**

1. The University may terminate any resulting contract at any time for convenience, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and materials that the University elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as University may require to assign to the University the Contractor's interest in all subcontracts and purchase orders designated by University. After all such steps have been taken to University's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:
  - i. All amounts due for work performed subsequent to the latest Request for Payment through the date of termination;
  - ii. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination;
  - iii. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence; and
  - iv. Upon payment of the forgoing, University shall have no further obligations to the Contractor of any nature.
2. In no event shall termination for the convenience of the University terminate the obligations of the Contractor's surety on its payment and performance bonds.

- S. **WAIVER:** No failure of the University to exercise any right or power given to it by law or by any resulting contract, or to insist upon strict compliance by Contractor with any of the provisions of any resulting contract, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the University's right to demand strict compliance with the terms of any resulting contract.

VII. **SPECIAL TERMS AND CONDITIONS:**

The following 'special' terms and conditions shall apply to any solicitation response, and as applicable shall be incorporated into any resulting contract.

- A. **ACCESS TO WORK:** The University, the University's stakeholders and other approved personnel, have access to the work at all times.
- B. **COMPANY PERSONNEL STANDARDS:**
  1. Contractor shall provide trained personnel who shall be qualified to properly maintain/perform/test for services specified herein. If any of the Contractor's personnel are not satisfactory in the performance of services to be furnished hereunder in a proper manner and satisfactory to the University, the Contractor shall remove any such personnel and replace them with satisfactory personnel.
  2. Contractor shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any

activity to be construed as a nuisance. The University retains the right to require the Contractor to halt all work activities until such conditions are resolved.

- C. **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT:** If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the University should fail to pay to the contractor within thirty (30) days when no dispute exists as to the sum, then the contractor may, upon ten (10) calendar days written notice to the owner, stop work or terminate the contract and recover from the owner payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The owner may offset any claims it may have against the contractor against the amounts due to the contractor.

When applicable, in no event shall termination of the contract by the contractor terminate the obligations of the contractor's surety on its payment and performance bonds.

- D. **DELIVERY:** State your earliest firm delivery or performance date: \_\_\_\_\_ 20\_\_\_\_. This date may be a factor in making the award.

E. **LIMITATION OF LIABILITY:**

1. To the maximum extent permitted by applicable law, the Contractor will not be liable under this contract for an indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

- F. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University 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.

- G. **WARRANTY (COMMERCIAL):** The Contractor agrees that the goods 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 goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

**VIII. EVALUATION CRITERIA AND AWARD PROCESS:**

A. **Evaluation Criteria:**

***During the evaluation and selection process to determine the two or more Offerors deemed to be fully qualified and best suited for negotiations, the following factors shall be used:***

1. Experience:
  - i. Firm's demonstrated ability to provide services specified at a minimum of two (2) institutions and/or organizations in the past five (5) years, comparable to Old Dominion University in size, diversity, and breadth of academic offerings and/or industries, to also include:
    - (1) Contract title, contract value, contact information, and summary description of services provided for each;
    - (2) Other experience with the Commonwealth of Virginia; and
    - (3) Other experience with the Virginia Higher Education System.
2. Capability and Skills:
  - i. Qualifications of Project Management Team – identify and provide resumes and work/contract history for:
    - (1) Proposed Project Team;
    - (2) Proposed Project Manager; and
    - (3) If applicable proposed subconsultants.
  - iii. Summary overview of resources available; and
  - iv. Summary overview of current 'market presence'.

3. Approach and Methodology for:  
Provide a written work plan that:
  - i. Identifies the roles and responsibilities of the key personnel assigned to this project;
  - ii. Indicates how the 'team' proposes to interface with the University, and how the information will be communicated during various phases; and
  - iii. Describes the various type of technology to be employed and/or required to ensure a successful contract agreement;
  - iv. Details the roles and responsibilities of the University;
  - v. Identifies minimum technical requirements and/or interfaces required from the University, if applicable.
  - vi. Defines time lines for 'go-live' deployment of solution; and
  - vii. Illustrates training requirements, as applicable.
  
4. Cost:  
Offeror's must submit a fee proposal for the specific scope of work and service delivery components to be provided. Fee proposal must be consistent with the University's specified statement of needs, but may also include any additional services Offeror feels may be necessary to successfully fulfill the contract requirements.
  
5. Small, Women, and Minority Business (SWAM) Plan:  
Offeror's shall provide a detailed plan outlining how they may utilize SWAM vendors for the successful performance of any resulting contract(s). The Plan should include:
  - i. detailed summary of SWAM participation during current and/or past contracts;
  - ii. plan use of SWAM vendors for any resulting contract(s) from this solicitation;
  - iii. summary and plan should include:
    - a) The names and SWAM classification of each vendor;
    - b) Number of years that the SWAM vendor has been used; and
    - c) The dollar amount paid to each SWAM vendor

**B. AWARD OF CONTRACT:**

1. Non-Professional Services: (the Rules §4.3.b.)
  - 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 factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. 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. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror. Should the University determine in writing and in its sole discretion that only one Offeror has made the best proposal, a contract may be negotiated and awarded to that Offeror.
  
  - b) After the initial evaluation to determine those Offerors most fully qualified and best suited to conduct negotiations, the University shall reserve the right to modify both the evaluation factors and/or associated factor weights as necessary to determine the "best proposal".
  
2. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. While the intent of the presentation is a fact finding explanation session only, in some cases as deemed advantageous to both the Offeror and University, negotiations may be included. The University will schedule the time and location for the presentations. Oral presentations are an option of the University and may or may not be conducted.
  
3. **Best And Final Offer (BAFO):** During the negotiations phase, the selected Offeror(s) may be asked to submit in writing Revised Intermediary Pricing (RIP). 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 selected Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

## IX. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

### A. General Requirements:

1. In order to be considered for selection, Offerors must submit a complete response to this RFP. One original and **5 copies** of each proposal must be submitted to the Issuing Agency. **Only the original shall contain fee and pricing information. Additionally, each Offeror shall provide one response on CD-ROM.** No other distribution of the proposal shall be made by the Offeror.
2. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be included.
3. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
4. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time shall not be considered and shall be returned unopened to the Offeror.
5. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested the Issuing agency may require prompt submission of missing information after the receipt of Contractor proposals.
6. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposals should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk lower scoring and/or elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

### B. Submission of Proposals:

Offeror's are required to submit the following items as a complete proposal:

1. The return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required;
2. Complete Pricing Pages, Contractor Data Sheet, Past SWAM Plan(s), Proposed SWAM Plan, and Substitute W-9 Form, included as attachments to the RFP, and other specific items or data requested in the RFP;
3. Written narrative statements to include how the Offeror plans to successfully meet the objectives and requirements defined herein, specifically those stated in Section IV. "Statement of Needs";
4. Written narrative statements providing information as required in support of the various components defined in Section VIII.A., "Evaluation Criteria", as follows:
  - a) Experience;
  - b) Capability and Skills;
  - c) Approach and Methodology
  - d) Costs; and
  - e) SWAM Plan

### C. Exceptions:

Offeror's must discuss any issues (referenced by paragraph. #) with which they disagree or wish to clarify position. Failure to list these items in your proposal will be interpreted to mean that the Offeror is in full agreement with the terms, conditions, statement of needs, and all other requirements of this RFP.

- X. **FEES AND PRICING:** Any and all proposed fees and pricing can and may be negotiated, as necessary, to meet the needs and requirements of the University. The information provided will be included in the evaluation process, but shall not be the sole determining factor for any subsequent contract award.

Line Item	Testing Service Type	Quantity	Unit Cost	Total Cost
1	Test Proctoring Services, 60 Minute Exams	600	\$	\$
2	Test Proctoring Services, 120 Minute Exams	1,000	\$	\$
3	Test Proctoring Services, 180 Minute Exams	40	\$	\$
4	Test Proctoring Services, 240 Minute Exams	40	\$	\$
			<b>Total Cost</b>	\$

XI. **METHODS OF PAYMENT PROCESSING:**

- A. In most cases, the University shall issue eVA 'Direct Orders' for required performance and delivery against any resulting contract.
- B. The Contractor shall be paid when (i) requested work is completed, (ii) the requested work is approved and accepted by the University, and (iii) Contractor has submitted to the Office of Finance/Accounts Payable a proper invoice for the approved, accepted and completed work.
- C. The Contractor shall not receive payment for work found by the University to be unsatisfactory, or performed in violation of federal, state, or local laws, codes, ordinances, rules or regulations.
- D. Progress Payments:  
 If requested in writing by the Contractor and approved in writing by the University, progress payments may be made under the following circumstances:
  - 1. When total contract cost for all materials and services exceed \$25,000;
  - 2. When project completion time is anticipated to exceed sixty (60) days;
  - 3. Payments will only be made for:
    - a) Purchased materials and/or equipment related to the project that has been delivered on site and/or stored off-site;
    - b) Those same materials and/or equipment that has a total value of at least 10% of the project cost, not to exceed 75%; and
    - c) Materials and/or equipment that have satisfied i. and ii. above, and that have all proper invoicing and required documentation, as approved by the University's Contract Administrator or appropriate Project Manager.
    - d) Regardless of completion time frame and/or amount of expense outlay incurred by the Contractor, shall not be paid more than once every 30 days.

XII. **ATTACHMENTS:**

ATTACHMENT A  
 ATTACHMENT B  
 ATTACHMENT C  
 ATTACHMENT D  
 SUBSTITUTE W-9

CONTRACTOR DATA SHEET  
 CONFLICT OF INTEREST STATEMENT  
 OFFEROR'S PAST SWAM HISTORY  
 OFFEROR'S PROPOSED SWAM PERFORMANCE PLAN  
 UNIVERSITY'S



Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your proposal. FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR PROPOSAL NON-RESPONSIVE.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:**

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1 - 639.24?

( ) YES ( ) NO

IF YES, EXPLAIN:

\_\_\_\_\_  
SIGNATURE OF OFFEROR

\_\_\_\_\_  
DATE

List women-owned, minority-owned, or small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

**PERIOD:**      **FROM:** \_\_\_\_\_      **TO:**

Firm Name	Firm Address	Firm Phone Number	Contact Person	Type of Business *	Type of Goods or Services	Dollar Amounts	% Total Expenditures for Goods & Services

\* Indicate W - if women-owned, M - minority-owned, or S - small business.



**OLD DOMINION UNIVERSITY  
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER(S) AND CERTIFICATION**

Substitute Form W-9 (Revised February 2012). Please EMAIL this form as soon as possible to [W-9@odu.edu](mailto:W-9@odu.edu)

**Please Print or Type:**

Name (as shown on your income tax return)	
Business Name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate  <input type="checkbox"/> Limited liability company. Enter tax classification (C=C corporation, S=S corporation, P=partnership) _____  <input type="checkbox"/> Other	<input type="checkbox"/> Exempt Payee

Address (number, street, and apt, or suite no)	<b>Requester's Name and address:</b> Old Dominion University Office of Finance, Accounts Payable Audit Norfolk, VA 23529-0047 <a href="mailto:W-9@odu.edu">W-9@odu.edu</a> or FAX: 757-683-4812
City, State and ZIP Code	
List account number(s) here (optional)	

<b>PART I Taxpayer Identification Number (TIN)</b>	
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). <b>However, for a resident alien, sole proprietor, or disregarded entity, see the *Part I Instructions on page 3.</b> For other entities, it is your employer identification number (EIN). If you do not have a number, see <b>*How to get a TIN</b> on page 3. <i>Note: If the account is in more than one name, see the *chart on page 4 for guidelines on whose number to enter.</i>	Social security number _____ - _____ - _____  Employer identification number _____ - _____ - _____

**PART II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the \*instructions on page 4.

<b>Sign Here</b>	<b>Signature of U.S. Person:</b> _____	<b>Date:</b> _____
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**CONTACT INFORMATION – For our records only**

**PLEASE PRINT:**

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact FAX: \_\_\_\_\_

Contact e-mail : \_\_\_\_\_

\* To access IRS W-9 guidelines go to [www.irs.gov](http://www.irs.gov) and select W-9 under Forms & Pubs