



STANDARD CONTRACT
Contract Number: RU22019

This contract entered into this 24th day of January, 2022, by Synerfac, Inc dba Synerfac Technical Staffing, located at 100 West Commons Blvd, Suite 100, New Castle, DE 19720, hereinafter called the “Contractor” and Commonwealth of Virginia, **Radford University**, called the “Purchasing Agency or Radford University”, located at 801 East Main Street, Radford, VA. 24142.”

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide On-Demand Recruitment Processing Outsourcing Services to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From January 24, 2022 through January 23, 2023 with Four (4) one- year renewal options or as negotiated, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document;

Contractor’s Pricing Summary;

Radford University’s Request for Proposal (RFP) R22-004 dated October 22, 2021, Addendum One dated November 5, 2021;

Contractor’s Proposal signed and dated November 8, 2021;

Radford University’s Negotiation points and the Contractor’s response dated January 11, 2022

5. **FINANCIAL COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents
6. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal #R22-004, the Contractor’s Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.

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

**SYNERFAC INC. dba SYNFERFAC
TECHNICAL STAFFING:**

Print Name: Evan Schultz

Title: Account Representative

Signature: *Evan Schultz*
1/24/2022 | 2:28 PM EST

Date: _____

RADFORD UNIVERSITY

Print Name: Kimberly Dulaney

Title: Executive Director of Strategic So

Signature: *Kimberly Dulaney*
1/25/2022 | 2:40 PM EST

Date: _____



Pricing Summary

Firm Name: Synerfac Technical Staffing
 Address: 7925 Jones Branch Road, Suite 2150
 McClean, VA 22102

Contact Information: Evan Schultz
 Phone: Office (703) 918 – 9880 : Cell (757) 323-8839
 Email: ESchultz@Synerfac.com

Talent Specialty:

We specialize in recruiting for technical positions with a salary between \$50k-\$150k. This includes positions in accounting/finance, administrative/professional, architectural/engineering, information technology, maintenance/skilled trades, manufacturing/warehouse, sales and scientific.

Pricing:

Synerfac's service fee is calculated as 25% of the first year's anticipated earnings. We are flexible and willing to discuss flat rates and/or lower %, depending on your needs for specific positions and the resources required for the recruiting efforts.

The following guarantee and refund policy shall be utilized in the event that a Synerfac candidate voluntarily resigns, no call/no shows, abandons job, or has tardiness/lateness despite a prior signed warning within the given time frame specified.

Start date to 30 calendar days	Replace candidate or fee refunded
31 to 60 calendar days	Replace candidate or 50% fee refunded / 50% earned
61 calendar days and beyond	Fee is earned in full

Synerfac has the option to provide a replacement candidate for any position filled instead of a refund of the fee. Employer must notify their Synerfac representative within 48 hours of the candidate being terminated regarding enforcement of the guarantee, otherwise policy is void and no refund or replacement is due.

Payment Terms:

Payment is due to Synerfac on the first day of employment. The aforementioned guarantee becomes invalid if fee is not received by Synerfac within thirty days from the assignment start date. Net Thirty (30) Days.



REQUEST FOR PROPOSAL # R22-004

RECRUITMENT PROCESS OUTSOURCING (RPO)

OCTOBER 22, 2021

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**REQUEST FOR PROPOSAL (RFP)
RFP # R22-004**

GENERAL INFORMATION FORM

QUESTIONS/INQUIRIES: All questions/inquiries for information regarding this solicitation should be directed to:

Name: Kimberly Dulaney, CPSM
Phone: (540) 831-6092
Email: kddulaney @radford.edu.

Written questions to be submitted via email no later than: **November 4, 2021** Eastern Time

DUE DATE: Proposals will be received until **November 19, 2021** up to and including 3:00 PM Eastern Time

LATE PROPOSALS: To be considered for selection, proposals must be received by Radford University's Procurement and Contracts Department by the due date and time identified in this solicitation document. The official time used in documenting the receipt of proposals is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Proposals received in the Procurement and Contracts Department after the date and time designated are automatically deemed non-responsive and will **not** be given consideration. The University is **not** responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra university mail system. **It is the sole responsibility of the Offeror to ensure their proposal reaches the Procurement and Contracts Department at Radford University by the designated date and time.**

ADDRESS: Proposals should be mailed or hand delivered to:

Radford University, Procurement and Contracts Department
P. O. Box 6885 (if via mail)
David E. Armstrong Complex, 501 Stockton St. (if via courier)
Radford, VA 24142-6885.

Identify the envelope package as instructed in **Attachment A** – Terms and Conditions.

UNIVERSITY CLOSINGS: If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the vendor to check the website at www.radford.edu for said notifications. If the University is closed on the day proposals are due, proposals will be accepted same time the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

TYPE OF BUSINESS: (Please check all applicable classifications). In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your assigned SBSB certification number. For assistance with SWaM certification, visit the SBSB website at <https://www.sbsd.virginia.gov/>

_____ **Large**

_____ **Small business** – A business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

_____ **Women-owned business** – A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

_____ **Minority-owned business** – A business that is at least 51% 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% 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.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME /DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		EMAIL ADDRESS	
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER	EVA VENDOR ID NUMBER
			VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER

I acknowledge that I have received the following addenda posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ (Please check all that apply.)

SIGNATURE: _____ **DATE:** _____

1. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for Recruitment Process Outsourcing (RPO) Services for Radford University located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia.

2. SMALL, WOMEN-OWNED AND MINORITY OWNED - SWaM BUSINESS PARTICIPATION:

The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University encourages prime suppliers, Contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

Radford University has established SWaM goals that are posted on the Procurement and Contract website. Links to the University's SWaM initiative can be located at: [Procurement and Contracts | Radford University](#).

3. CONTRACT PERIOD:

The term of this contract is for one (1) year, or as negotiated. There will be an option for four (4) one-year renewals, or as mutually negotiated.

4. BACKGROUND**Radford University Background:**

Radford University is a comprehensive public university of 11,870 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service and research programs. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 204-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. The University offers 76 bachelor's degree programs in 47 disciplines, three associate degrees, and six certificates at the undergraduate level; 27 master's programs in 22 disciplines and six doctoral programs at the graduate level; and 13 post-baccalaureate certificates and one post-master's certificate. A Division I member of the NCAA and Big South Conference, Radford University competes in 16 men's and women's varsity athletics. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for more than 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach and service.

Specific Background: Radford University is seeking to partner with an external vendor to continue to enhance/supplement our talent acquisition efforts with a customizable approach. The overarching goals are to ensure seamless and effective faculty and staff talent acquisition processes, enhance our employment brand and the ability to attract, source and manage prospective applicants and build a productive pipeline of talent to apply to posted positions.

- 5. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCURMENT SYSTEM:** The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm register as a **self-registered** vendor in the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <https://eva.virginia.gov/register-now.html> and register with eVA. This process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at <http://www.eva.virginia.gov>, or call eVA Customer Care at 866-289-7367 or 804-371-2525. Email eVACustomerCare@DGS.Virginia.gov

6. **CONTRACT PARTICIPATION-COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES**

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (see <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Radford University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford 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 to extend the contract. It is understood and agreed that Radford University 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 does not preclude any participating entity from using other contracts or competitive processes as the need may be.

7. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be provided at time of contract award.

8. **STATEMENT OF NEEDS:** Radford University invites companies specializing in Recruitment Process Outsourcing (RPO) services to submit proposals to conduct nation-wide recruitment for highly qualified individuals to fill a variety of positions on an as-needed basis. The process will be conducted in accordance with Radford University policies and procedures which will be provided to the winning proposer on each engagement.

Companies must be able to provide such services as:

- A. Solicit input from Human Resources and other stakeholders to understand and ascertain required information to understand the role, responsibilities, qualifications, and experience needed for positions. The University anticipates using winning proposer for a variety of mid-level management positions such as Directors, Associate Directors, Managers, etc.
- B. Work with stakeholders to assist in the development and review of job specifications to enhance the recruitment process and present the University in a favorable position for candidate recruitment.
- C. Source job candidates through a number of different channels to attract qualified candidates. The winning proposer will be expected to source candidates locally, regionally and nationally.
- D. Create and manage candidate pool. Reach out to qualified candidates to gauge interest and confirm qualifications. Screen candidates in pool to ascertain if candidate is qualified.
- E. Verify educational background, licensing or required credentials to perform job.
- F. Meet with stakeholders on a regular basis to review candidate pool. Make recommendations on hires.
- G. Encourage candidates to submit application through the University Human Resources application portal. Answer candidates' questions representing the University. Ensure candidates understand the application process and submits all required documentation. Maintain communication with candidates throughout the application process.
- H. Notify candidates who were not selected.

9. **SPECIFIC REQUIREMENTS:**

Proposals should be as thorough and detailed as possible so that Radford University may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

- a. Provide an overview of your company including qualifications and experience in providing services outlined in this RFP. Include organizational structure, names of principles, location and other types of services offered. Provide a recruiting strategy that you employ. Discuss how you will represent the University and Southwest Virginia to recruit qualified candidates. Describe your company's Conflict of Interest policy relative to multiple client organizations and the same candidates. Provide your record of success with the RPO process such as number of positions filled and the amount of time it took to fill positions based on similar organizations.
- b. Provide a pricing table that outlines costs structure, preferably a flat fee that represents a tiered pricing structure representative of the position. Itemize any fees, expenses and optional costs separately. Outline payment terms and process for the positions that are not filled by company.
- c. **References:** Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address, and the name and phone number of the individual Radford University has your permission to contact.
- d. ***Participation of Small, Women-owned and Minority-owned business (SWaM) Business:** If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSBD website at <http://www.sbsd.virginia.gov>.

10. SELECTION CRITERIA AND AWARD**A. Selection Criteria:**

Proposals will be evaluated by Radford University using the following weighted evaluation criteria.

	Evaluation Criteria	Percentage of Points
1	Qualifications and experience of Offeror in providing the goods/services.	20%
2	Quality of products/services offered and suitability for the intended purposes.	15%
3	Specific plans or methodology to be used to provide the products/services.	30%
4	Financial (Cost)	25%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	TOTAL	100%

- B. Award:** 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 criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Radford University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University may cancel this Request for Proposal or reject proposals at any time prior to award. Should Radford 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. 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. See **Attachment B** for sample contract form. **Radford University reserves the right to award multiple contracts as a result of this solicitation.**

11. PROPOSAL PREPARATION AND SUBMISSION:**A. GENERAL INSTRUCTIONS:**

1. **RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include.
 - a. **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with section 12.A.1.c below.
 - b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 12.A.1.c below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This USB/Flash Drive should be marked "**Redacted Copy**"

- d. Response shall be submitted to:

Radford University
Procurement and Contracts Department
Attn: Kimberly Dulaney, CPSM
P.O. Box 6885
David E. Armstrong Complex
501 Stockton Street
Radford, VA 24142-6885

Identify the envelope/package as instructed in Attachment A – Terms and Conditions

No other distribution of the proposal shall be made by the Offeror.

B. PROPOSAL PREPARATION:

- a. **Sign and Complete:** 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 Radford 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 Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. **Concise & Clear:** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. **Organization:** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal 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 attachment, 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 elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
- d. **Word Usage:** As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “must” and “shall” identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- e. **Binding:** The original proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. **Ownership:** Ownership of all data, materials and documentation originated and prepared for Radford University pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other 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 proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in the rejection of the proposal.

- g. **Legal Agreement:** Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the University.

- C. **ORAL PRESENTATIONS:** Offerors who submit a proposal in response to this RFP may be invited to give an oral presentation of their proposal to Radford University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but in no way will change the original proposal. The University will schedule the time and location of these presentations. Oral presentations may be conducted at the option of Radford University; therefore, proposals should be complete.

12. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email to acctspayable@radford.edu. Invoices shall be identified with the assigned contract number. Invoices shall identify contract pricing for all good/services payment is being requested. If submitting invoices by mail use the following address. **Email is the preferred method of invoice receipt.**

**RADFORD UNIVERSITY
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6906**

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the [Commonwealth of Virginia Prompt Pay Act](#).

13. **ADDENDUM:** Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to www.eva.virginia.gov. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
14. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Contract Officer listed on this solicitation. Reference General Information – Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
15. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See **Attachment A**.
16. **ATTACHMENTS:**

Attachment A – Terms and Conditions
Attachment B – Sample of Standard Contract Form

Attachment A**TERMS AND CONDITIONS****A. [GENERAL TERMS AND CONDITIONS.pdf](#)****B. ADDITIONAL TERMS AND CONDITIONS:**

1. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
2. **AUDIT:** The Contractor hereby agrees to 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. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
4. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 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.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

From

Name of Offeror	Due Date	Time Due
Street or Box Number	Solicitation Number	
City, State, Zip Code	Solicitation Title	

Name of Procurement Officer:

The envelope should be addressed to:

RADFORD UNIVERSITY
Procurement and Contracts Department
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

If to the Contractor: Address Shown on the RFP Cover Page
Attention: Name of Person Signing RFP

If to Radford University:

RADFORD UNIVERSITY
Procurement and Contracts Department
Attn: Contract Officers Name
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

8. **PUBLIC POSTING:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public.
9. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

C. SPECIAL TERMS AND CONDITIONS:

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.

2. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that the information and data obtained as to personal facts and circumstances related to faculty, students or staff and affiliates will be collected and held confidential, during and following the term of this contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is

categorized as sensitive but unclassified information and may contain personally identifiable information (PII). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

Attachment B

SAMPLE CONTRACT FORM

**Standard Contract form for reference only
Offerors do not need to fill in this form.**



STANDARD CONTRACT

Contract Number: **Rxxxxx**

This contract entered into this __ day of _____, 20__, by _____, located at (insert complete physical address), hereinafter called the “Contractor” and Commonwealth of Virginia, **Radford University**, called the “Purchasing Agency or Radford University”, located at 801 East Main Street, Radford, VA. 24142.”

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide _____ to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From _____ through _____ with _____ **year renewal options or as negotiated, to include all contractual provisions contained herein.**
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document;

Radford University’s Request for Proposal (RFP) Rxx-xxx dated _____, Addendum xxx dated _____

Contractor’s Proposal signed and dated _____

Negotiation Summation:

5. **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents.

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

CONTRACTOR:

RADFORD UNIVERSITY

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



Addendum Number One (1)

Date: November 5, 2021

Reference Request For Proposal Number:	R22-004
Commodity:	Recruitment Process Outsourcing (RPO)
Dated	October 22, 2021
For Delivery To:	Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	November 19, 2021, 3:00 pm

1. The following questions have been received in response to the aforementioned RFP:

Question 1. Do you have description on the roles you would include in this RPO program?

RU Answer: The types of roles will be primarily mid-level management such as Directors, Associate Directors, Managements and other non-academic roles. For example, we've recently engaged services for the roles of Associate Controller, Director of Capital Construction and Information Security Officer.

Question 2. Do you have the volume per role?

RU Answer: No, the scope of work will be negotiated based on the terms of the contract award as a result of this solicitation and will be specific to the role for which services are being requested.

Question 3. How many positions are you looking to fill in the 1-year period of the contract?

RU Answer: Unknown at this time. This will be an on-demand contract. Each position will be discussed in detail with the winning vendor prior to engagement with the terms negotiated during this RFP being the vehicle for which the engagement will executed.

Question 4. Do you currently have an incumbent RPO provider, or an ATS already set up?

RU Answer: This is a new contract for the University but we have worked with a provider in the past.

Question 5. What is the geographic scope of the request?

RU Answer: The winning vendor will be most successful with targeting candidates in the New River Valley and Southwestern Virginia area. We are open to all candidates regardless of geographical location.

Question 6. Are there any current pain points you are specifically looking to alleviate by implementing an RPO solution?

RU Answer: It is imperative that recruiting is targeted in this area and specific to Radford University to identify qualified candidates interested in working with Radford University.

Question 7. What is the compensation ranges of these roles?

RU Answer: It depends on the position but we will rely on the expertise of the winning vendor to assist in identifying benchmark salaries once a role is identified for the RPO process.

Question 8. What are the locations of these roles?

RU Answer: All roles will be based in Radford Virginia on the Radford University main campus or possibly in Roanoke Virginia with our Roanoke campus.

2. No further questions will be accepted for this RFP.

3. The due date and time remain Friday, November 19, 2021 at 3:00 pm.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,



Kimberly Dulaney
Executive Director of Strategic Sourcing
Phone: 540-831-6092
Email: kddulaney@radford.edu

Name of Firm:	
Signature:	Title:
Print Name:	
Date:	

RADFORD UNIVERSITY

REQUEST FOR PROPOSAL # R22-004

RECRUITMENT PROCESS OUTSOURCING (RPO)

OCTOBER 22, 2021

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**REQUEST FOR PROPOSAL (RFP)
RFP # R22-004**

GENERAL INFORMATION FORM

QUESTIONS/INQUIRIES: All questions/inquiries for information regarding this solicitation should be directed to:

Name: Kimberly Dulaney, CPSM
Phone: (540) 831-6092
Email: kddulaney@radford.edu

Written questions to be submitted via email no later than: November 4, 2021 Eastern Time

DUE DATE: Proposals will be received until November 19, 2021 up to and including 3:00 PM Eastern Time

LATE PROPOSALS: To be considered for selection, proposals must be received by Radford University's Procurement and Contracts Department by the due date and time identified in this solicitation document. The official time used in documenting the receipt of proposals is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Proposals received in the Procurement and Contracts Department after the date and time designated are automatically deemed non-responsive and will not be given consideration. The University is not responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra university mail system. **It is the sole responsibility of the Offeror to ensure their proposal reaches the Procurement and Contracts Department at Radford University by the designated date and time.**

ADDRESS: Proposals should be mailed or hand delivered to:

Radford University, Procurement and Contracts Department
P. O. Box 6885 (if via mail)
David E. Armstrong Complex, 501 Stockton St. (if via courier)
Radford, VA 24142-6885

Identify the envelope package as instructed in Attachment A – Terms and Conditions.

UNIVERSITY CLOSINGS: If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the vendor to check the website at www.radford.edu for said notifications. If the University is closed on the day proposals are due, proposals will be accepted same time the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

TYPE OF BUSINESS: (Please check all applicable classifications). In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your assigned SBSD certification number. For assistance with SWaM certification, visit the SBSD website at <https://www.sbsd.virginia.gov/>

Large

Small business – A business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

Women-owned business – A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company (other entity), at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

Minority-owned business – A business that is at least 51% 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% 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.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) Synerfac, Inc.		FEDERAL TAXPAYER NUMBER (ID#) [REDACTED]	
BUSINESS NAME /DBA NAME/TA NAME (If different than the Full Legal Name) Synerfac Technical Staffing		BILLING NAME (Company name as it appears on your invoice) Synerfac Technical Staffing	
PURCHASE ORDER ADDRESS 7925 Jones Branch Drive, Suite 2150 McLean, VA 22102		PAYMENT ADDRESS 100 West Commons Blvd. Suite 100 New Castle, DE 19720	
CONTACT NAME/TITLE (PRINT) Evan Schultz Account Representative		EMAIL ADDRESS ESchultz@synerfac.com	
TELEPHONE NUMBER (703) 918-9880	TOLL FREE TELEPHONE NUMBER	FAX NUMBER (703) 918-9889	EVA VENDOR ID NUMBER VS0000024521 VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER F1635400

I acknowledge that I have received the following addenda posted for this solicitation.

1 2 3 4 5 6 (Please check all that apply.)

SIGNATURE: _____



DATE: _____

11/8/2021

1. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for Recruitment Process Outsourcing (RPO) Services for Radford University located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia.

2. SMALL, WOMEN-OWNED AND MINORITY OWNED - SWaM BUSINESS PARTICIPATION:

The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University encourages prime suppliers, Contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

Radford University has established SWaM goals that are posted on the Procurement and Contract website. Links to the University's SWaM initiative can be located at: [Procurement and Contracts - Radford University](#).

3. CONTRACT PERIOD:

The term of this contract is for one (1) year, or as negotiated. There will be an option for four (4) one-year renewals, or as mutually negotiated.

4. BACKGROUND

Radford University Background:

Radford University is a comprehensive public university of 11,870 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service and research programs. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 204-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. The University offers 76 bachelor's degree programs in 47 disciplines, three associate degrees, and six certificates at the undergraduate level; 27 master's programs in 22 disciplines and six doctoral programs at the graduate level; and 13 post-baccalaureate certificates and one post-master's certificate. A Division I member of the NCAA and Big South Conference, Radford University competes in 16 men's and women's varsity athletics. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for more than 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach and service.

Specific Background: Radford University is seeking to partner with an external vendor to continue to enhance/supplement our talent acquisition efforts with a customizable approach. The overarching goals are to ensure seamless and effective faculty and staff talent acquisition processes, enhance our employment brand and the ability to attract, source and manage prospective applicants and build a productive pipeline of talent to apply to posted positions.

5. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM: The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm register as a self-registered vendor in the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <https://eva.virginia.gov/register-now.html> and register with eVA. This process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at <http://www.eva.virginia.gov>, or call eVA Customer Care at 866-289-7367 or 804-371-2525. Email eVACustomerCare@DGS.Virginia.gov

6. CONTRACT PARTICIPATION-COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (see <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Radford University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford 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 to extend the contract. It is understood and agreed that Radford University 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 does not preclude any participating entity from using other contracts or competitive processes as the need may be.

7. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be provided at time of contract award.

STATEMENT OF NEEDS: Radford University invites companies specializing in Recruitment Process Outsourcing (RPO) services to submit proposals to conduct nation-wide recruitment for highly qualified individuals to fill a variety of positions on an as-needed basis. The process will be conducted in accordance with Radford University policies and procedures which will be provided to the winning proposer on each engagement.

Companies must be able to provide such services as:

- A. Solicit input from Human Resources and other stakeholders to understand and ascertain required information to understand the role, responsibilities, qualifications, and experience needed for positions. The University anticipates using winning proposer for a variety of mid-level management positions such as Directors, Associate Directors, Managers, etc.
- B. Work with stakeholders to assist in the development and review of job specifications to enhance the recruitment process and present the University in a favorable position for candidate recruitment.
- C. Source job candidates through a number of different channels to attract qualified candidates. The winning proposer will be expected to source candidates locally, regionally and nationally.
- D. Create and manage candidate pool. Reach out to qualified candidates to gauge interest and confirm qualifications. Screen candidates in pool to ascertain if candidate is qualified.
- E. Verify educational background, licensing or required credentials to perform job.
- F. Meet with stakeholders on a regular basis to review candidate pool. Make recommendations on hires.
- G. Encourage candidates to submit application through the University Human Resources application portal. Answer candidates' questions representing the University. Ensure candidates understand the application process and submits all required documentation. Maintain communication with candidates throughout the application process.
- H. Notify candidates who were not selected.

SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that Radford University may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

- a. Provide an overview of your company including qualifications and experience in providing services outlined in this RFP. Include organizational structure, names of principles, location and other types of services offered. Provide a recruiting strategy that you employ. Discuss how you will represent the University and Southwest Virginia to recruit qualified candidates. Describe your company's Conflict of Interest policy relative to multiple client organizations and the same candidates. Provide your record of success with the RPO process such as number of positions filled and the amount of time it took to fill positions based on similar organizations.
- b. Provide a pricing table that outlines costs structure, preferably a flat fee that represents a tiered pricing structure representative of the position. Itemize any fees, expenses and optional costs separately. Outline payment terms and process for the positions that are not filled by company.
- c. **References:** Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address, and the name and phone number of the individual Radford University has your permission to contact.
- d. ***Participation of Small, Women-owned and Minority-owned business (SWaM) Business:** If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSB website at <http://www.sbsd.virginia.gov>

10. SELECTION CRITERIA AND AWARD

A. Selection Criteria

Proposals will be evaluated by Radford University using the following weighted evaluation criteria.

	Evaluation Criteria	Percentage of Points
1	Qualifications and experience of Offeror in providing the goods/services.	20%
2	Quality of products/services offered and suitability for the intended purposes.	15%
3	Specific plans or methodology to be used to provide the products/services.	30%
4	Financial (Cost)	25%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	TOTAL	100%

- B. **Award:** 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 criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Radford University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University may cancel this Request for Proposal or reject proposals at any time prior to award. Should Radford 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. 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. See Attachment B for sample contract form. Radford University reserves the right to award multiple contracts as a result of this solicitation.

11. PROPOSAL PREPARATION AND SUBMISSION:

A. GENERAL INSTRUCTIONS:

1. **RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include:
 - a. **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with section 12.A.1.c below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 12.A.1.c below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS**. All identified proprietary information should be blacked out. This USB/Flash Drive should be marked "**Redacted Copy**".

d. Response shall be submitted to:

Radford University
 Procurement and Contracts Department
 Attn: Kimberly Dulaney, CPSM
 P.O. Box 6885
 David E. Armstrong Complex
 501 Stockton Street
 Radford, VA 24142-6885

Identify the envelope/package as instructed in Attachment A – Terms and Conditions
 No other distribution of the proposal shall be made by the Offeror.

B. PROPOSAL PREPARATION:

- a. **Sign and Complete:** 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 Radford 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 Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. **Concise & Clear:** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. **Organization:** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal 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 attachment, 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 elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
- d. **Word Usage:** As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "must" and "shall" identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- e. **Binding:** The original proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. **Ownership:** Ownership of all data, materials and documentation originated and prepared for Radford University pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia of Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342E of the Code of Virginia, in writing either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other 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 proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in the rejection of the proposal.

- g. **Legal Agreement:** Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the University.

ORAL PRESENTATIONS: Offerors who submit a proposal in response to this RFP may be invited to give an oral presentation of their proposal to Radford University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but in no way will change the original proposal. The University will schedule the time and location of these presentations. Oral presentations may be conducted at the option of Radford University; therefore, proposals should be complete.

12. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email to acctspayable@radford.edu. Invoices shall be identified with the assigned contract number. Invoices shall identify contract pricing for all good/services payment is being requested. If submitting invoices by mail use the following address. Email is the preferred method of invoice receipt.

**RADFORD UNIVERSITY
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6906**

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Pay Act.

13. **ADDENDUM:** Any ADDENDUM issued for this solicitation may be accessed on Virginia Business Opportunities by going to www.eva.virginia.gov. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
14. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Contract Officer listed on this solicitation. Reference General Information – Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
15. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See Attachment A.
16. **ATTACHMENTS:**
- Attachment A – Terms and Conditions
Attachment B – Sample of Standard Contract Form

Attachment A

TERMS AND CONDITIONS

A. GENERAL TERMS AND CONDITIONS.pdfB. ADDITIONAL TERMS AND CONDITIONS:

1. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
2. **AUDIT:** The Contractor hereby agrees to 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. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
4. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 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.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope in package and identified as follows:

From

Name of Offeror	Due Date	Time Due
Street or Box Number	Solicitation Number	
City, State, Zip Code	Solicitation Title	
Name of Procurement Officer:		

The envelope should be addressed to:

RADFORD UNIVERSITY
Procurement and Contracts Department
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

If to the Contractor: Address Shown on the RFP Cover Page
Attention: Name of Person Signing RFP

If to Radford University:

RADFORD UNIVERSITY
Procurement and Contracts Department
Attn: Contract Officers Name
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

8. **PUBLIC POSTING:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public.
9. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

C. SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.

2. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that the information and data obtained as to personal facts and circumstances related to faculty, students or staff and affiliates will be collected and held confidential, during and following the term of this contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTL, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTL is

ategorized as sensitive but unclassified information and may contain personally identifiable information (PII). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

Attachment B**SAMPLE CONTRACT FORM**

Standard Contract form for reference only
 Offerors do not need to fill in this form.

**RADFORD
 UNIVERSITY**

STANDARD CONTRACT

Contract Number: Rxxxxx

This contract entered into this ___ day of _____, 20___, by _____, located at (insert complete physical address), hereinafter called the "Contractor" and Commonwealth of Virginia, Radford University, called the "Purchasing Agency or Radford University", located at 801 East Main Street, Radford, VA, 24142."

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide _____ to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From _____ through _____ with _____ year renewal options or as negotiated, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract Document;

Radford University's Request for Proposal (RFP) Rxx-xxx dated _____, Addendum xxx dated _____

Contractor's Proposal signed and dated _____

Negotiation Summation:

5. **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents.

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

CONTRACTOR:

Print Name: _____

Title: _____

Signature: _____

Date: _____

RADFORD UNIVERSITY

Print Name: _____

Title: _____

Signature: _____

Date: _____



Negotiation Points

Radford University RFP #R22-004

Synerfac Technical Staffing
Attn: Evan Schultz
100 West Commons Blvd, Suite 100
New Castle, DE 19720

Dear Mr. Schultz,

Thank you for submitting a proposal and talking with me in response to the subject RFP.

As allowed in Section 10.B.– *Award of Contract*, of the subject RFP, the University is conducting negotiations. We are requesting a response to the negotiation questions listed below.

GENERAL QUESTIONS AND CLARIFICATIONS:

- 1. RADFORD UNIVERSITY:** The University is seeking a vendor that can provide a talent pipeline for candidates to submit applications to the University for identified positions. It is the expectation that this contract will provide the opportunity for your firm to recruit on our behalf and, confirm the candidate is qualified, then instruct the candidate to submit an application and required documents through the University on-line portal. Radford University will then determine if an interview will take place, placing the candidate in our applicant pool with other candidates. Are you able to provide this type of service?

Yes.

After we finish screening a candidate, we will submit their complete profile to you via e-mail to ensure our sponsorship of them. Once acknowledged, we will direct the candidate to apply directly to your on-line portal.

- 2. RADFORD UNIVERSITY:** Do you agree that the University cannot guarantee a fixed amount of business and these services will be in an on-demand, as needed format?

Yes.

- 3. RADFORD UNIVERSITY:** What areas of talent are you specialized in recruiting?

We specialize in recruiting for technical positions with a salary between \$50k-\$150k. This includes positions in accounting/finance, administrative/professional, architectural/engineering, information technology, maintenance/skilled trades, manufacturing/warehouse, sales and scientific.



Negotiation Points

4. **RADFORD UNIVERSITY:** Please outline your payment expectations if your payment terms vary from net 30 upon receipt of invoice. How will you invoice?

We are offering payment terms of net 30. Invoices are sent on the first day of employment via email. Example: employee reports to 1st day of work on Jan 1st. Invoice is sent via email Jan 1st. Payment must be received by Jan 30th.

5. **RADFORD UNIVERSITY:** Please provide your final pricing proposal if anything in these negotiations affect the pricing you previously submitted. Complete the Pricing Summary included with these negotiation questions.

Synerfac's service fee is calculated as 25% of the first year's anticipated earnings. We are flexible and willing to discuss flat rates and/or lower %, depending on your needs for specific positions and the resources required for the recruiting efforts. Every placement comes with a 60-day guarantee.

6. **RADFORD UNIVERSITY:** Are you in agreement the terms and conditions as published in the RFP solicitation shall govern the contract if a contract is awarded to your company?

Yes.

7. **RADFORD UNIVERSITY:** If awarded a contract do you agree the standard two-party contract made available in the RFP document will be the only document used to award the contract? If your response is no, provide any additional forms or documents that you will require to be incorporated into the contract document.

Yes.

8. **RADFORD UNIVERSITY:** Do you agree that the initial contract is for a period of one year?

Yes.

9. **RADFORD UNIVERSITY:** Upon completion of the initial contract period, does Synerfac Technical Staffing agree that the contract may be renewed by Radford University upon written agreement by both parties for four (4) one-year renewals, under the terms of the current contract?

Yes.



Negotiation Points

- 10. RADFORD UNIVERSITY:** Please state you agree that if awarded a contract, all sections identified in your proposal as **proprietary and confidential** can be made public since Radford University is a state agency and our records are available for public review.

Agreed.

- 11. RADFORD UNIVERSITY:** Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

Yes.

- 12. RADFORD UNIVERSITY:** Do you agree to become a certified SWaM vendor with the Virginia Department of Small Business and Supplier Diversity and maintain that certification throughout the term of this contract (if applicable)?

Yes. N/A

- 13. RADFORD UNIVERSITY:** Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Radford University or any other Commonwealth Entity?

Yes.

- 14. RADFORD UNIVERSITY:** Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

Yes.

- 15. RADFORD UNIVERSITY:** If awarded a contract, identify all employees that will be working with Radford University to achieve the requirements of the contract.

Core team includes: Evan Schultz (Radford University graduate), Morgan Lamb (Radford University graduate), Mar Sanchez (George Mason University graduate), Evelin Esteban (Mary Mount University graduate), and Ed Radford (WVA University graduate). More recruiters are available if/when needed.

- 16. RADFORD UNIVERSITY:** Please list any expectations you have of Radford University should you be awarded the contract.

We ask for feedback on submitted candidates within 24-48 hours so we can instruct them to apply to your on-line system and move forward in the interview process (if you are interested), or so we can adjust our search if needed.



Negotiation Points

Synerfac Technical Staffing

EVAN SCHULTZ
Print Name

ACCOUNT REP
Title


Signature

11 JAN 2022
Date