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Procurement
300 Turner Street NW
North End Center, Ste 2100
Blacksburg, Virginia 24061
P: (540) 231-6221 F: (540) 231-9628
procurement@vt.edu

August 25, 2025

DCI Consulting Group Inc
Brian Pirko
1920 I Street NW
Washington, DC 20006

Dear Brian,

Subject: Contract Renewal Letter

Virginia Tech Contract #: VTS-2497-2025.
Commodity/Service: Functional Affirmative Action Planning Services.
Renewal Period: 10/28/25 - 10/27/26.
Renewal #: (1 of 4) one-year renewal.

In accordance with the renewal provision of the original contract, the university would like to renew the contract for an additional term. Please advise concerning your intention by signing in the appropriate space below. A signed copy of this letter should be received in Procurement as soon as possible.

If allowed by the contract, price adjustments must be requested at the time of renewal in accordance with the contract documents. Price adjustments are not automatic or retroactive and are only implemented upon request by the vendor at the time of renewal.

In addition, if any of your company's information has changed and our records need to be updated, we can provide a Contractor Information Form for you to complete. Please let us know if updates are necessary, and we will send the form accordingly. It's important that we have accurate information on file to ensure timely processing of payments.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: http://www.procurement.vt.edu/Vendor/WellsOne.html for more information.

Sincerely,

Chad Dalton
Systems and Contracts Lead
(540) 231-9129

DCI Consulting Group Inc **agrees** to renew the contract under the terms and conditions of the subject contract.

Signed by:

Authorized Signature: Brian Pirko 9302BD69045A458... Date: 8/25/2025

Print Name: Brian Pirko Title: Chief Operating Officer

We currently participate in the Wells One Program: _____

We would like to participate in the Wells One Program: _____

DocuSigned by:

Approved: Reed Nagel 5EE51DA320D049B...
Reed Nagel
Director of Procurement

Date: 8/26/2025

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AGREEMENT AMENDMENT

This Amendment, entered into on June 27, 2025 modifies the Agreement (the "Agreement") effective on October 25, 2024, by and between Virginia Polytechnic Institute and State University, ("Client"), and DCI Consulting Group, Inc. ("Consultant").

WHEREAS, both parties desire to amend select portions of the Agreement, and:

NOW THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties agree as follows:

1. **Scope of work for Federal Affirmative Action Plan Preparation and Pay Equity by FAAP has been replaced with the following:**

   503 & VEVRAA Plans
   DCI will develop the annual affirmative action plans (AAPs) regarding Section 503 of the Rehabilitation Act of 1974 (Section 503), and the Vietnam Era Veteran's Readjustment Assistance Act of 1973 (VEVRAA) on behalf of Client. These AAPs will cover approximately 10,403 employees broken out into 23 sets of AAPs. A copy of the Section 503 and VEVRAA Affirmative Action Plans, all backup statistics, and required plan information will be provided in Acrobat PDF format via DCI's secure hosting site.

   Section 503 and VEVRAA AAP pricing assumes Client submits data at least 45 days prior to the Contractor Portal certification deadline. Otherwise, a late data fee will apply.

   DCI will prepare the following statistical reports to satisfy requirements in Section 503 and VEVRAA:

   - Section 503 and VEVRAA Data Collection Analyses
     - For each AAP, DCI will use data extracted from Client's human resource information system and applicant tracking system to prepare a data collection analysis that meets the requirements in OFCCP's Section 503 regulations regarding individuals with disabilities and OFCCP's VEVRAA regulations regarding protected veterans.
   - Section 503 Disability Utilization Analysis
     - For each Section 503 AAP, DCI will use data extracted from Client's human resource information system to prepare a disability utilization analysis. This disability utilization analysis will compare employment in each of the job groups for the relevant AAP against the utilization goal established by OFCCP.
   - VEVRAA Hiring Benchmark
     - For each VEVRAA AAP, DCI will document the relevant VEVRAA hiring benchmark established by OFCCP. At Client's request, DCI can also provide data on whether hiring during the one-year period prior to the start of the current AAP year met the relevant VEVRAA hiring benchmark.

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DCI will also prepare a narrative for each Section 503 and VEVRAA AAP that addresses various elements in the OFCCP regulations. The narrative for each AAP will include the following elements based on language in OFCCP's Section 503 and VEVRAA regulations:

- Applicability of affirmative action program
- Availability of affirmative action program
- Invitation to self-identify
- Affirmative action policy statement
- Review of personnel processes
- Physical and mental qualifications
- Reasonable accommodation
- Harassment
- External dissemination of policy, outreach and positive recruitment
- Internal dissemination of policy
- Responsibility for implementation
- Training
- Data collection analysis
- Disability utilization analysis (for Section 503 AAP)
- Benchmarks for hiring (for VEVRAA AAP)

DCI can provide customization of these narratives upon Client's request. This customization would be billed on an hourly basis or at an agreed upon fixed fee.

Other Services* Related *to Plan Preparation
DCI will provide the following additional services as part of the fixed fee preparation of Client's plans:

- Executive Summary
  - DCI will provide reporting that summarizes areas that may be of particular interest for Client within each Plan.
- Web Access
  - DCI work product can be published to a secure, password protected web portal to enable secure transmission of data and other information to and from Client. The secure web portal can also be used to transfer completed work to Client.
- Project Close-Out
  - DCI will arrange a project close-out call to discuss the results of all work done for Client and recommendations for action.

Pay Equity Analysis by Plan (optional)
For this plan-based analysis, DCI will conduct a preliminary multiple regression analysis on employee groupings with 30 or more employees with at least 5 men and women and/or non-minorities and minorities. The initial regression analysis will be conducted on an already established employee grouping (i.e. job group and/or job title). The analysis will use annualized base salary as the dependent variable while controlling for the tenure variables that are readily available in the HRIS systems. These include time in company, time in job, time in grade and age as a proxy. For groups under 30 or those that do not meet the regression threshold, such groups will be analyzed using a Fisher's Exact Test.

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For employee groupings too small for a regression or Fisher's Exact Test, DCI can conduct cohort analyses for an additional charge. All findings will be summarized in an executive summary and presented under attorney-client work privilege.

2. **Fee Schedule for Federal Affirmative Action Plan Preparation and Pay Equity Analysis by FAAP has been replaced with the following:**

Service	2025 Fee
Federal Section 503 and VEVRAA AAP Preparation	$25,000
Pay Equity Analysis by Plan	$18,000

3. The following services are to be removed from the scope of work moving forward: Mid-Year Updates, OFCCP Pay Evaluation Report, VETS-4212 Filing and DCI Dashboards.

4. As modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

The parties have caused this Amendment to be signed by their authorized parties as of the date in the introductory paragraph.

DCI Consulting Group, Inc.

By: DocuSigned by: Brian Pirko 9302BD69045A458...

Name: Brian Pirko

Title: contracts@dciconsult.com

Date: 6/27/2025

Virginia Polytechnic Institute and State University

By: DocuSigned by: KELLY OAKS 694DE845698A4EF...

Name: KELLY OAKS

Title: Associate Vice President

Date: 6/27/2025

By: DocuSigned by: John Spence 05597CC6FBEB425...

Name: John Spence

Title: Associate Director of Procurement for Goods and Services

Date: 8/22/2025

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COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-2497-2025

This contract entered into this 25th day of October 2024 by DCI Consulting Group, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

SCOPE OF CONTRACT: The Contractor shall provide Functional Affirmative Action Planning Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From October 28, 2024 through October 27, 2025 with the option of four (4) one-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 049302501 dated July 1, 2024, together with Addendum Number 1 To RFP dated July 24, 2024, the proposal submitted by the Contractor dated August 5, 2024 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility

DS

BP / RN .
(Initials)

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

Contractor
By: _____
(Signature)
Brian Pirko, Chief Operating Officer
Name and Title

Virginia Tech
By: DocuSigned by: Reed Nagel 5EF51DA320D049B...
Reed Nagel
Director of Procurement

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RFP

Docusign Envelope ID: ED678391-275D-4D45-BED7-072747894579

Request for Proposal # 049302501

For

Functional Affirmative Action Planning Services

July 1, 2024

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

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RFP # 049302501, Functional Affirmative Action Planning Services

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until July 29, 2024 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Kim Widrig, Senior Buyer, Phone: (540) 231- 8543 e-mail: kdcromer@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 12:00 PM on July 15. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

****Please note, proposal submission procedures have changed effective March 2023.***

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to sign up through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions**. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu. It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

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 and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: _____ Date: _____

[INCLUDE THIS PAGE]

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I. PURPOSE:

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

It is the intent of Virginia Tech's Office of Equity and Accessibility Division to secure a contract with a Vendor to provide Functional Affirmative Action Planning (FAAP) services to provide expertise and prepare federally compliant affirmative action programs, as well as additional analysis and reporting as required by Virginia Tech.

Contractor's Affirmative Action planning services will generate all reports and analyses required by Title 41, part 60 of the Code of Federal Regulations ("CFR"), as the regulation is applicable to educational institutions including, but not limited to, these reports:

1. Workforce Analysis/Organizational Profile
2. Incumbency v. Availability Analysis
3. Placement Goal Establishment
4. Job Group Analysis
5. Availability Analysis

Contractor's FAAP services must produce plans that meet or exceed the requirements of 41 CFR 60. Contractor's FAAP services must produce plans that meet or exceed the Affirmative Action/Equal Employment Opportunity reporting requirements of Virginia Tech for State Institutions.

In addition, a compensation analysis is needed to assist the university in identifying potentially discriminating pay practices and prepare the university to meet the requirements of compensation audits performed by the Office of Federal Contract Compliance Programs (OFCCP).

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech 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.

For more information, please visit: https://www.sbsd.virginia.gov/

III. CONTRACT PERIOD:

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

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, 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 vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. 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 http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech 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: https://eva.virginia.gov/, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships 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 contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. 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 Virginia Tech. Virginia Tech 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 Virginia Tech 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.

VI. STATEMENT OF NEEDS/SCOPE OF WORK:

The University seeks a qualified firm to provide customized plan preparation and expert advice for Virginia Tech Functional Affirmative Action Plans covering approximately 9,000 employees. The offeror will advise and prepare Virginia Tech's Functional Affirmative Action Plans each year in compliance the Office of Federal Contract Compliance Programs. In addition, the offeror shall

supply VT with an annual compensation analysis, interpretation, and recommendations; ongoing counseling; audit support and response; and appropriate training on compliance and best practices of legally-compliant recruitment and retention strategies. The 2024 calendar year plans will be based on data as of October 1, 2024. Offeror will provide a sample report narrative for the purpose of assessing format and content.

7

1. Services:

    a. Provide subject matter expertise
        i. Plan implementation and maintenance
        ii. Plan defense and representation
    b. Customized plan preparation, including required narratives
        i. Align to strategic plan
        ii. Analyze regional demographics
        iii. Provide advice and recommendations re: any noteworthy issues
    c. Review of submitted data
    d. Assistance with identifying and resolving data errors and inconsistencies
    e. Numerous data quality tests to ensure plan accuracy
    f. In consultation with VT, develop job group analysis and organizational profile
    g. In consultation with VT, determine recruitment areas and feeder groups
    h. Conduct internal and external availability calculations
    i. Determine incumbency vs. estimated availability
    j. Develop placement goals for the current plan year
    k. Evaluate goal attainment from previous 3 years
    l. Calculate adverse impact on personnel actions
    m. Perform OFCCP compensation Tipping Point analysis (“Desk Audit Analysis”)
    n. Provide division/unit roll-up, drill-down reports, and a university-wide report
    o. Prepare and submit VETS-4212 reports, as applicable
    p. Prepare VT utilization report
    q. Prepare executive summaries
    r. Provide trend reports
    s. Perform salary equity analyses
    t. Provide guidance and support for implementation

2. Vendor Reports must comply with Title 41, part 60 of the Code of Federal Regulations (‘CFR’)

    a. Prepare reports and analyses that include:
        i. Job group Analysis
        ii. Placement of incumbents in job groups
        iii. Determining availability
        iv. Incumbency versus Availability Analysis
        v. Placement Goal Establishment
        vi. Identification of problem areas
        vii. Remedy recommendations
        viii. Compensation Analysis
        ix. Adverse Impact Analysis
    b. Provide supplementary pre-established reports necessary to implement effective Affirmative Action plans for women, minorities, protected veterans, and persons with disabilities.
    c. Reporting on demand and throughout the year
        i. Adverse impact of pay changes throughout the year
        ii. Analysis for pay discrimination allegations
        iii. Analysis and interpretation of data
        iv. Year to year tracking of data & assessment of progress made
    d. Provide advice and guidance on electronic and hard-copy records retention

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requirements of the FAAP and related application and employment data.

3. Data Requirements:

   a. Produce and export data and reports in multiple electronic file formats including, but not limited to, Microsoft Excel, Microsoft Word, and Portable Document Format.
   b. Allow data importation of employment data, including current employees and applicant data, through Microsoft Excel files.
   c. Achieve multiple levels of organizational reporting through a single data import and the ability to report aggregate data using multiple units/categories.
   d. Provide flexibility in selection and use of federally accepted statistical testing including the Standard Deviation, Fisher's Exact Test, Means Test, and other statistical and practical significance tests which are or may become industry appropriate.
   e. Allow for importation of custom industry data sets and custom statistical labor areas to use in preparing labor market availability analyses.
   f. Provide the ability to archive up to three years of previous Affirmative Action planning information with continued reporting access.
   g. Provide access for two or more users/administrators.

4. Customer Service:

   a. Provide technical and general consultation services related to plan establishment,
   b. regulatory updates, training, and action plans.
   c. Provide comprehensive training through conferences, onsite, online, or other resources to Human Resources and Affirmative Action staff on compliance and best practices.
   d. Unlimited phone and email support to answer any questions regarding the Affirmative Action Plan, other required analysis, and other related questions, Monday through Friday, 7am – 6pm, ET.

5. Quality Control:

   a. Updates for software will occur on a regular basis (within six months) of changes to Federal Affirmative Action reporting regulations.
   b. Compatibility with a Windows operating system and ability to provide updates as necessary to remain compatible with future releases of the Window operating system (within one year of the new Windows release).
   c. Software must have the ability to check for errors in data integrity and reconcile transactional, roster and applicant data.
   d. Meet industry standard data security levels and provide for a strong continuation of operations program/disaster planning.

6. Subject Matter Expertise/Best Practices:

   a. Indicate any other services that would be required to ensure compliance, that have not been specifically indicated in this RFP.
   b. Indicate any other services that would be considered best practices that VT should take into consideration

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VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech 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:

1. Plan for Providing Services:

   Describe the firm's specific plan to meet the requirements in the Scope of Work. The Plan must include the following:
   a. Provide a detailed description of the firm's specific plans for providing the required services outlined in the Scope of Work. Please include:
      i. Sample plan/reports
      ii. Any other products or services that the firm is capable of offering in addition to the required services that would add value to the contract.

2. Price:

   a. Provide complete annual pricing for provision of all requirements detailed in the Statement of Needs/Scope of Work.
   b. Any additional offerings

3. Qualifications and Experience:

   a. Provide a description of the qualifications and experience of the offeror as well as the individuals that will be assigned to this project.

4. References:

   Provide three (3) recent references, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.

5. 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 SBSD website at http://www.sbsd.virginia.gov/

6. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

D. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

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a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

   Any proprietary information should be clearly marked in accordance with 2.d. below.

b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked *"Redacted Copy"* within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. Proposal Preparation:

   a. 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 Virginia Tech 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 Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

   b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

   c. 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 paragraph number, subletter, 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 subletter 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 where the RFP requirements are specifically addressed.

   d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech 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

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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 or 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 rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

Criteria	Maximum Point Value
1. Quality of products/services offered and suitability for the intended purposes	20
2. Qualifications and experiences of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	30
5. Participation of Small, Women-Owned and Minority (SWAM) Business	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 factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with 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, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech 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

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all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

IX. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

X. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: http://www.procurement.vt.edu/vendor/wellsone.html or contact the procurement officer identified in the RFP.

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at http://www.apps.vpfin.vt.edu/html.docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIII. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

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XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XV. CONTRACT ADMINISTRATION:

A. Anita Jenious, Director of Affirmative Action & EEO Compliance, Office for Equity & Accessibility, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVI. ATTACHMENTS:

Attachment A - Terms and Conditions

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ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:
https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf

ADDITIONAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS 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 Agreement.

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. Virginia Tech, its authorized agents, and/or the 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 Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. **CANCELLATION OF CONTRACT**: Virginia Tech 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 modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

6. **IDENTIFICATION OF PROPOSAL**: Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.

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 via email.

8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases 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.

9. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS**: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

10. **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 Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

11. **INSURANCE**:

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

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VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PROCUREMENT DEPARTMENT

ADDENDUM NO. 1

DATE:	**July 24, 2024**
TOTAL PAGE(S):	**2**
SOLICITATION TITLE:	Functional Affirmative Action Planning Services
SOLICITATION NUMBER:	049302501

I. CLARIFICATIONS AND ADDITIONAL INFORMATION

1. Due date has been moved from July 29 to August 5 at 3:00 PM.

II. REQUESTS FOR INFORMATION

1. Are your compensation analysis expectations focused on OFCCP compliance or do you seek a more robust solution? There is a different protocol when supporting audits such as a title 7 regression analysis.

   Virginia Tech Response: OFCCP Compliance

2. In 2021 when the last RFP was issued, what were the top 3 reasons you stayed with your vendor or selected a new vendor?

   Virginia Tech Response: VT stayed with the vendor because it was a multi-year contract.

3. How are AAPs currently developed and are they current?

   Virginia Tech Response: VT develops functional affirmative plans by division and school. They are current.

4. What is your current count of functional plans (FAAPS)?

   Virginia Tech Response: 23 FAAPs

5. When does your FAAP agreement with the OFCCP expire?

   Virginia Tech Response: August 28, 2025

6. Regarding your need for reporting on demand and throughout the year, how often per year are you currently pulling data for reporting purposes? What are your expectations for reporting in 2025?

   Virginia Tech Response: Data is pulled twice a year for the annual FAAPs and six month updates.

7. What type of training are you currently receiving/providing? What is the ideal training model for VA Tech and for which audiences?

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Virginia Tech Response: The Office of Equity & Access provides training to the HR Division Directors and leaders on their availability and goals. The Staff receives various professional development opportunities throughout the year on AAP Development, pay equity, DEI, and more.

8. Has VA Tech been audited by OFCCP recently? Please provide details.

   Virginia Tech Response: No

9. Are you open to leveraging client privilege in oversight and key elements of plan production to ensure audit readiness? Please provide details.

   Virginia Tech Response: Possibly, but only upon agreement of our General Counsel's Office.

10. What HRIS and ATS are you utilizing?

    Virginia Tech Response: HRIS = Banner ATS=PageUP

11. Is there a current area of compliance you wish to improve upon?

    Virginia Tech Response: Pay Equity

12. Is there a primary, single contact for the annual FAAP development project?

    Virginia Tech Response: Anita Jenious who is the Director of AA/EEO Compliance is the primary contact.

13. How long have you been with current provider?

    Virginia Tech Response: Been with current vendor since October 2021.

14. Is this RFP posted for purpose of selecting a new vendor or based on a periodic requirement?

    Virginia Tech Response: Current contract expires in October 2024

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Proposal

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DCI Consulting Group, Inc.

1920 I Street NW, Washington, DC 20006 | www.dciconsult.com | (202) 828-6900

August 5, 2024

Kim Widrig
Senior Buyer
Virginia Polytechnic Institute and State University
925 Prices Fork Road
Blacksburg, VA 24060
kdcromer@vt.edu

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RFP #049302501 Response for FAAP Services

Section VII.A.1. Plan for Providing Services

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RFP #049302501 Response for FAAP Services

Section VII.A.1. Plan for Providing Services

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RFP #049302501 Response for FAAP Services

Section VII.A.1. Plan for Providing Services

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RFP #049302501 Response for FAAP Services

Section VII.A.1. Plan for Providing Services

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FAAP Project Overview

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Scope of Work

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Scope of Work

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RFP #049302501 Response for FAAP Services

Section VII.A.2. Price

Fees

	1-Year Contract	2-Year Contract	3-Year Contract	4-Year Contract	5-Year Contract
FAAP Program Launch/Functional Affirmative Action Plan Preparation	$52,000	$51,480/ year	$50,960/ year	$50,440/ year	$49,920/ year
Mid-Year Updates	$26,000	$25,740/ year	$25,480/ year	$25,220/ year	$24,960/ year
Pay Equity by FAAP	$20,000	$19,800/ year	$19,600/ year	$19,400/ year	$19,200/ year
OFCCP Pay Evaluation Report	$5,200	$5,148/year	$5,096/year	$5,044/year	$4,992/year
VETS-4212 Annual Filing	$4,950	$4,901/year	$4,851/year	$4,802/year	$4,752/year
Additional Support for Clients Undergoing an OFCCP Compliance Review	Hourly				
DCI Dashboards	$7,500/year				
Ad-Hoc Consulting	Hourly				

**The price and terms of this offer are valid for 90 days from date of this proposal. Virginia Tech can choose to move forward with all services, or select services as needed.*

Schedule of Hourly Rates

DCI's standard hourly rates are listed below. These rates may be reviewed and adjusted annually.

- Administrative/Intern Support: $263
- HR Data Analyst: $289
- HR Data Analyst II: $300
- Senior HR Data Analyst: $310
- HR Analyst: $315
- Associate Consultant: $342
- Data Consultant: $368
- HR Consultant: $368
- Senior Consultant: $447
- Associate Principal Consultant: $525
- Principal Consultant: $578
- Vice President: $630
- President: $683
- Expert Testimony/Deposition: $735

Other Services

DCI can offer services on the following subjects at an agreed upon fixed fee or an hourly rate:

- Implementation strategies for functional affirmative action plans
- Diversity, equity, inclusion, and accessibility
- Evidence-based change management solutions
- General human resources consulting and/or training
- Other services that may be requested by Virginia Tech

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RFP #049302501 Response for FAAP Services

Section VII.A.6. Signed Submission Instruction Page

RFP # 049302501, Functional Affirmative Action Planning Services

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until July 29, 2024 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Kim Widrig, Senior Buyer, Phone: (540) 231- 8543 e-mail: kdcromer@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 12:00 PM on July 15. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

****Please note, proposal submission procedures have changed effective March 2023.***

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to sign up through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions**. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu. It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

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 and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: _____ Date: August 5, 2024

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Visit dciconsult.com for resources, details on service offerings, and more!

Want to contact us? You can reach us by email, phone, or by finding us on social media!

contracts@dciconsult.com

(202) 828-6900

DCI Consulting Group, Inc.

@dciconsulting

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CLIENT RESOURCE PORTAL

DCI Consulting clients enjoy access to a wealth of resources, covering topics such as affirmative action plans, pay equity, DEIA, and more!

Preview Portal

Featured Resource: AAP Foundations Training Modules

Module A: Laws, Regulations, and a Basic Introduction to Affirmative Action

Module B: Non-Statistical Compliance Obligations for Supply and Service Contractors

Module C: Data Needed to Complete the Affirmative Action Plan

Module D: AAP Establishment and Job Group Structure

Module E: Availability, Occupational Census Codes and Recruitment Areas

Module F: Placement and Utilization Goals and Hiring Benchmark

Module G: Good Faith Efforts, Outreach, and Evaluation

Module H: All Things Applicant

Module I: Personnel Activity Disparity Analyses

Module J: Putting it All Together: How to Read Reports and What to do Next

Module K: Building Upon the AAP Foundation: After the Plans are Done

Module L: Compensation Basics

Checklists

Webinars

Online Training

Guides

White Papers/Articles

Infographics

For more information on DCI resources and services, visit ***dciconsult.com***

DCI CONSULTING

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Negotiation Summary

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