Request for Proposal

Consolidated Budgeting, Forecasting and Analytics Tool

July 8, 2016

RFP # MW070816

Issued by
The University of Virginia
Procurement and Supplier Diversity Services
Charlottesville, Virginia

A VASCUPP Member Institution
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I. GENERAL INFORMATION

A. Purpose of this Request for Proposal (RFP)

The Rector and Visitors of the University of Virginia (the “University”) is seeking proposals from qualified firms to provide a Consolidated Budgeting, Forecasting and Analytics Tool (“CBFAT”) for the University of Virginia.

This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm / vendor / supplier” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

B. RFP Schedule and Information:

- **Pre-Proposal Conference Call** — An optional Preproposal Conference call will be held on **Thursday, July 14, 2016 at 2:00 p.m. EDT**. The purpose of the Preproposal Conference is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP.

  The conference call number is **1-866-842-5779** and the access code is **5306693040**. If your firm plans on participating in the Preproposal Conference call please send an email to the buyer listed below beforehand.

- **Proposal Due Date** — **Wednesday, August 3, 2016 by 3:00 p.m. EDT**. Please provide fifteen (15) copies of your proposal to the address listed below in Section C.2.

In addition, please send / upload an electronic version of your proposal via our Contract Opportunity Portal found at [http://www.procurement.virginia.edu/pagecontractopp](http://www.procurement.virginia.edu/pagecontractopp). You will be prompted to enter the code **CBFAT** to access the tool for upload. For detailed instructions see Attachment 4, Sample Screen Shots for Proposal Upload.

**IMPORTANT:** When uploading your proposal, answer “Yes” to questions concerning eVA registration, Vendor registration, or payment method. Those are not steps are not required at this time but the Portal won’t let you upload your document unless you click “Yes”.

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Note: Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must follow the requirements as set forth in Section I.H, Virginia Freedom of Information Act, below.

- **Oral Presentations** — Tentatively scheduled for Sept 6 - 9, 2016.
- **Negotiations** — Tentatively scheduled for the week of September 26, 2016.
- **Expected Award Date** — November 4, 2016.

C. Communication with the University

1. During this procurement, all communication with the University regarding this RFP must be directed to the Procurement & Supplier Diversity Services office and the buyer listed below. FAILURE TO ADHERE TO THIS REQUIREMENT MAY RESULT IN THE REJECTION OF THE FIRM’S PROPOSAL. The only exception is for issues directly related to Small, Women-owned and Minority-owned (“SWAM”) business and SWAM subcontracting opportunities. Such SWAM issues may be directed to Les Haughton, the University’s Director of Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu.

2. Refer all questions / correspondence to the issuing office:
   
   University of Virginia  
   Procurement & Supplier Diversity Services  
   1001 North Emmet St, Carruthers Hall  
   P.O. Box 400202  
   Charlottesville, VA 22904-4202

   Buyer: Michael Warlick  
   Phone: 434-924-8918  
   Fax: 434-982-2690  
   Email: warlick@virginia.edu

   Note: If your proposal is submitted via the U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

3. The RFP has been posted on Procurement and Supplier Diversity Services web site and can be downloaded at: [http://www.procurement.virginia.edu/pagerfp](http://www.procurement.virginia.edu/pagerfp). It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. Addenda and attachments are posted if issued. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site at [http://www.procurement.virginia.edu](http://www.procurement.virginia.edu)
D. Expected Term
The term of any resulting agreement will be negotiated but it is expected the term will be for at least seven years.

E. Proposal Offer Period
By submitting a proposal, the firm agrees that its proposal constitutes an offer which will remain open and irrevocable for a period of 180 days from the deadline for submitting proposals.

F. Rejection of Proposals
The University reserves the right to reject any or all proposals received. Non-acceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and Selected Firm exists, or when the University rejects all proposals.

G. The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for day-to-day operations but cannot approve amendments to this Agreement or price changes.

H. Virginia Freedom of Information Act
Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.
II. BACKGROUND & GOALS

A. University Background

The University of Virginia is distinctive among public institutions of higher education. Founded by Thomas Jefferson in 1819, the University continues in its mission to develop tomorrow’s leaders who are well prepared to help shape the future of the nation and the world. The University is highly selective, accepting only the best students and those who show the exceptional promise Jefferson envisioned.

For 2016, the University was ranked the No. 3 best public university by *U.S. News and World Report*. In the 15 years since *U.S. News* began ranking public universities as a separate category, the University has ranked in the top three and continues to rank in the Top 30 among the best of all national universities, public and private.

The University is made up of eleven schools in Charlottesville plus the College at Wise in Southwest Virginia. The University is comprised of approximately 24,000 students and 15,000 faculty and staff employees.

B. University’s Office of Financial Planning & Analysis

The University has implemented the UFM (University Financial Model), a modified responsibility center management (RCM) resource allocation process, which is managed and maintained by the University’s Office of Financial Planning & Analysis (OFP&A). The model distributes revenues and allocates central costs to activity and service centers based on predetermined drivers and is managed through the use of Hyperion Profitability and Cost Management. Currently, the budget and long-range financial planning process remains manual in nature, as the process is spreadsheet-based, transactional, and is not supported through robust analytical tools integrated with employee, student, or financial systems and information.

C. End State Objectives / Goals

OFP&A seeks to implement an annual budgeting and multi-year financial planning tool in order to move from a single year, isolated, start to finish budget exercise to a dynamic, interactive, ever-evolving multi-year plan. The tool should consolidate the budgets of the activity and service center into one institutional multi-year plan, which will facilitate the annual and long-range institutional strategic discussions, decisions and investments. The end goal of the tool is described by these essential project objectives:

1. To the greatest extent possible, financial planning should be linked to existing data systems and sources that drive revenues and expenses (finance, human resources, student, space, other).
2. The annual process should start from an established foundation, manipulated by changing key assumptions. For service centers, this can also include the provision of baseline services, as well as enhancements and modifications.
3. The process should be user-focused with detail that allows activity centers, auxiliaries, and service centers to plan on an annual and multi-year period at an
appropriate level of detail (people level, on-going vs. one-time, fixed vs. variable), and allow a roll-up to a level appropriate for executive review. This includes both effort and salary by position/employee.

4. The source document should be a well-crafted seven year plan, encompassing standard planning assumptions around enrollment, revenues (tuition, endowment, research, etc.), compensation, and hiring plans. These, along with an evaluation of performance versus a set of goals, should be the key discussion items in any budget meeting.

5. To the extent possible, there should be consolidation and alignment of multiple processes that currently occur: deans’ annual reports, schools’ annual hiring plans, Provost’s requests to deans for strategic financial planning, enrollment planning, the Board of Visitors (BOV) reporting needs, state reporting requirements, etc. It should be noted that identification of synergies as well as differences in systems and processes will be considered.

6. The tool should be a vehicle allowing separation of the GL/accounting process from the management reporting process. It should (1) differentiate between spending authority and control vs. financial planning, and (2) de-couple external reporting, accounting, and internal controls from internal management reporting and analysis.

7. The tool should allow for add-on modules to provide deeper level modeling capabilities including but not limited to FTE and effort forecasting, new programs and tuition & fees.

8. While not a part of the initial scope of this project, consideration will be made for a tool that has capacity to provide budget and planning abilities for clinical and hospital operations.

In preparing this RFP, the University has attempted to include as much information as possible about the desired end state and the elements that firms should include in their proposals. However, firms are encouraged and expected to suggest additions or changes to the elements of the desired end state within their corresponding proposal in order that the resulting system implementation is conducted in a manner that is consistent with prevailing best practices.
III. SCOPE OF GOODS & SERVICES

It is the University's intent to enter into an agreement with the Selected Firm(s) for the implementation of a consolidated annual budgeting and multi-year financial reporting and analytics system, which includes those goods and services (the “Goods and Services”) necessary to help the University achieve its goals as outlined in this RFP. In order to achieve this goal, the Selected Firm may be requested to provide the Goods and Services outlined in this section.

A. Software Requirements

1. Annual Budgeting & Multi-Year Forecasting & Planning

Provide a consolidated and consistent mechanism for detailed budgeting of all revenue/funding sources as well as expenses/uses at the individual program, faculty and staff level and at various summary levels. Provide for the workflow to support the entire budgeting and multi-year lifecycle. Provide for the ability to track actual results and variances to budget and/or prior year automatically. Provide the ability to create budgets and financial plans for multiple years, leveraging multiple funding sources and expense categories down to the individual program, faculty and staff level.

Specifically, the software should provide:

a. Lifecycle Workflow — The system must support the University’s full budget lifecycle from forecasting through on-going maintenance. The system must track the current status and stage for all budgets in the workflow processes defined by the University.

b. Workflow Configuration & Flexibility — The system must support an automated annual budget workflow which can be configured and reconfigured by the University. The system must allow different workflow configurations for different end-user groups.

c. Forecast — The system must support forecasting revenues and expenses for the current year and up to seven years in the future while utilizing up to five years of historical data. Forecasts must be flexible enough to allow for variable calculation formats (i.e. projection-based, parameter-based), as well as allowing for manual overrides by users.

d. Variable Budgeting — The system must allow budgeting of specific line items based on changes in other line items (i.e., changes in the budget for one line item may drive changes in the budget/forecast for a different line item(s)).

e. Create — The system must support the creation of new revised budget versions based upon a forecast.

f. Edit — The system must support the editing of a budget during specific phases in the annual budget workflow as defined and configured by the
University. The system must support sensitivity analysis scenarios for both the annual budget as well as the multi-year forecast.

g. Controls — The system must support controls to manage the budget through the budget process and changes to budgets. When a budget is edited, the specific changes must be tracked together with an audit log of who made the changes, when they were made and allow for comments related to the change.

h. Validation Logic — The system must support the development and execution of business rules when budgets are validated. Validation must automatically occur at the time of budget submission; validation may also be invoked by the user at any time during the edit phase. These custom validation business rules should be designed using the same tools and capabilities as defined in Data Import — Business Rules). The system must notify the user of the validation failure and allow for subsequent editing of the budget to satisfy the validation logic. Budgets that do not pass all business rules must not move to the next step in the process until all errors are resolved or manually overridden by an administrative superuser.

i. Submission — Once a budget has been developed at the appropriate organization level, it must be submitted for review. Upon submission, the system must allow the budget to be locked from further editing.

j. Review — The system should allow for a budget review that includes all line items for the current budget compared with other values as defined by the University. The reviewer must either approve the budget or reject the budget (with appropriate explanation documented in the system) and the budget will be automatically routed to the next appropriate step in the workflow.

k. Approval — Once a budget is approved through the user interface, it will become the current budget and used as the basis of reporting for the applicable fiscal year.

l. Revisions — The system must allow budgets to be revised mid-year, within the automated workflow configured by the University. When a revision is approved, the revision must become the current budget.

m. Versioning — All changes to approved budgets must utilize version control to track what values were changed, by whom and when.

n. Auditing — The system must track all budget changes via an audit log.

o. Commitments — The system must support the ability to define and track multi-year fiscal commitments. The system should support the use of commitments during the budgeting and long range planning processes.
The system should support commitments for up to 30 years in the future and five years of historical commitment data.

p. Allocations — The system must allow budget administrators to allocate funds from any funding source to a budget line item. The basis for the allocations will include financial and non-financial data and statistics as defined by the budget administrator.

q. Account Structures — The system must support multiple general ledger (GL) account structures and multiple reporting segments within the account, and allow for consolidation of multiple accounts into one budget.

r. Accounting Methods — The system must support the ability to budget using the following accounting methods.

1) Cash Basis — Revenues recognized when received and expenses recognized when paid.
2) Modified Cash — Revenues recognized when received and expenses recognized when owed.
3) Accrual Basis — Revenues recognized when earned and expenses recognized when owed.

s. Budget Statistics — The system must have the capability to calculate statistics based on both financial and non-financial data, and include those statistics in the budget process and reports.

t. System & User Interface — Budget administrators must not have to “pull data” from multiple disparate systems in order to do any budget or faculty remuneration operation. All data and functions necessary to do budgeting or faculty remuneration plans must be available from within the user interface.

u. Budget Variance — The system must be able to track and report budget variances from the approved budget, as well as actual variances between defined periods.

v. Fringe Benefits Rates — The system must be flexible enough to support multiple fringe benefit rates. The system must be able to apply the correct rates against the appropriate salaries during budgeting and financial calculations, as well as allow for changes for current year forecasts that will differ from the original budget.

w. Security — The system must allow different levels of authorization to the system, from viewer, approver, editor, to administrator levels.

x. Export/Import — The system should allow import of data from the transactional source systems and/or data warehouse in an easy defined
format as well as allow export of data to feed other reporting and transactional systems.

2. Reporting and Analytics Business Requirements

Provide an accurate and consistent view of the consolidated financial health of the organization(s) from the aggregate level down to the individual faculty/provider level. This includes both aggregated and detailed financial statements including, but not limited to, balance sheet, income statement and cash flow statement for each organization, department/center, division, and employee. Provide financial reports that include details on complete FTE counts for all organizations, departments, divisions, and centers. Provide for the ability to track actual and variances automatically.

a. Organization Reporting — The system must support the reporting of the following financial statements at multiple levels including consolidated, department, division, and individual faculty member.

1) Balance Sheet
2) Income Statement or Statement of Current Funds
3) Statement of Cash Flows
4) Statement of Changes in Net Assets

b. Individual Reporting — The system must support the reporting of the University’s direct and indirect expenses by program, faculty and staff.

1) Income Statement — The system must support revenues and expenses at the individual employee level for a given period of time.
2) Productivity — The system must support productivity reporting for individual faculty. The system must also be able to store multiple benchmark productivity metrics and provide for comparisons between benchmark and actual productivity.
3) FTE Reporting — The system must be able to calculate and report the total number of FTEs along with relevant employee information (i.e., HR data).

c. Accounting Methods — The system must support the ability to generate all financial statements using the following accounting methods.

1) Cash Basis — Revenues recognized when received and expenses recognized when paid.
2) Modified Cash — Revenues recognized when received and expenses recognized when owed.
3) Accrual Basis — Revenues recognized when earned and expenses recognized when owed.

d. Elimination Entries — The system must provide for a process of inter-company elimination entries in the consolidated financial reports that merge financial data from two or more entities.
e. Historical Analysis — For organization and individual level reports, the system must support historical reporting and analysis comparing specific dimensions up to at least five years in the past to show trends in historical performance.

f. Forecasting Analysis — For organization and individual reports, the system must support forecasting of future values based upon historical values, up to at least seven years in the future (and 30 years for commitments). The system must provide the ability to apply a defined percentage to historical values (e.g. 5% increase or 10% decrease “across-the-board”). The system must support the ability for end users to override specific forecasted values and user-defined metrics.

g. Industry Benchmarks — The system should support the storage, maintenance and usage of industry benchmark data, and benchmark data defined by the University, for use in financial and analytical reporting.

h. Report Browsing & Security — The system must support the ability to browse and download previously executed reports. User selected parameters/categories should be available for use in navigating reports (such as Organization and Date). The system must support the ability to limit data viewed within a report based on user security/access.

i. Report Scheduling — The system must support automated recurring scheduling and execution of all defined reports in the system. The system should be flexible with respect to scheduling (i.e. 1st day of the month, 2nd Monday of the month, Bi-weekly, etc.). Reports must be added and removed from the scheduler through the user interface.

j. Report Delivery — The system must support the automated delivery of scheduled reports to a web-based repository to be sent to defined subscribers, as well as delivery via Microsoft Exchange email attachment to defined subscribers. Report subscribers can be individuals or groups of individuals. Report subscriber maintenance (add, edit, delete) must be possible through the web based user interface.

k. Report Formats — The system should be flexible with respect to the formatting of reports. At a minimum the system must support Adobe PDF, Microsoft Excel, XML, CSV, HTML, and delimited file reporting formats.

l. Report Versioning — The system must support the versioning of all reports, so that changes to reports must utilize version control to track what values were changed, by whom and when.

m. Data Analysis — The system must support the ability to “slice and dice” thousands of pieces of financial and analytical data to support ad-hoc
analysis within response times indicated in the General Technical Requirements section below. The system must support data analysis tools that facilitate “roll up” and “drill down” analysis along with key dimensions. An analyst should be able to do all necessary analysis through the user interface without relying on “pulling data” from multiple disparate systems.

n. Report Templates — The system must support the concept of report templates — the code, controls and view information necessary to execute against a data set and produce a report.

1) Create — The system must support the ability to create a new report template and save it on the system for later execution.

2) Execute — The system must support the ability to run a report template on-demand (now) or scheduled in the future. The results of executing the report template will create a new report.

3) Edit — The system must support the ability to open a previously saved report template, edit and save it on the system.

4) Delete — The system must support the ability to delete a report template from the system.

5) Clone/Copy and Edit — The system must support the ability to create a new report template by copying a previously developed template, regardless of who created the original template.

6) Development — The system must support an efficient and effective method of developing new report templates through the user interface. It should take an average user skill level to create, test, debug and save new report templates.

7) Version Control — The system must support the ability to version control report templates, including the ability to view and roll back to previous revisions. Functionality should be similar to that found in software version control systems (such as CVS, Subversion or Microsoft TFS) including traceability and audit logging.
3. General Technical Requirements

The University requires a robust, stable environment that includes reliable disaster recovery. In describing solutions, firms should state their ability to deliver:

a. Availability — All systems in the solution must be operational and available for querying 24 hours a day, seven days per week with weekend maintenance windows no longer than eight hours for doing routine system maintenance. During system availability times, the system must have no more than 60 minutes per year unplanned outage (99.99% uptime).

b. Security — The system must integrate with an existing LDAP compliant repository that stores and manages all usernames, passwords and groups. Read, write and execute permissions must be managed in the system. The new application should allow creation and maintenance of roles and assignment of rights/permissions to the roles.

1) Single Sign On (SSO) Authentication — Authentication checks should be seamless for the user by allowing for integration with the system with Shibboleth/SAML2. Shibboleth/SAML2 is the University’s standard and works with most Apache or Microsoft IIS-hosted web sites. Users that are not authenticated should not be permitted to use any function in the system.

2) Authorization — Authorization checks should be done before a defined user role is allowed to access any function in the system. Authorization and permissions should be done within the System. If a user does not have the appropriate permissions to perform a function, the system must not allow the function to be seen visually or executed.

3) Transmission — SSL is required for all data transmissions. However, there are security implementation requirements that must be addressed when implementing the System in order to be in compliance with the University’s security policies, such as, interfacing with systems in multiple network domains. The firms should be prepared to discuss in more detail the System’s ability to meet the security policies.

4) Encryption — The system must support the encryption of sensitive data within the system (e.g., passwords and Social Security Numbers); and must support the encryption of all data transmissions into and out of the system.

5) Field Level or Row Level Security — The system must support field level or row level security such that sensitive data can be protected.

6) View Level Security — The system must support view level security such that specific views of data (i.e. application screens) can be restricted to certain users.

7) Security Reporting — The system must be able to log all audit and security information defined as necessary by the system.
administrator(s). The system must provide the ability to flexibly configure the necessary fields and events through a user interface. The system will preferably contain audit and security reports “out of the box”, and will also provide the ability to design and run other routine and ad-hoc audit and security reports as needed.

c. Storage Capacity — The system must support terabytes of data storage, including audit and security data, and have appropriate capabilities for allocating, storing, indexing, managing and truncating data sets defined by the University. The system may leverage appropriate third-party tools if necessary to do this. If there are specific third party tools used by a potential vendor, these tools must be identified in the proposal and will be reviewed with the University to ensure compliance with University standards.

d. Throughput — The system must support the following processing throughput:

1) Importing — The system should be able to run import jobs in a timely manner with performance no less than 1,000 rows per second.
2) Exporting — The system should be able to run export jobs in a timely manner with performance no less than 1,000 rows per second.

e. Concurrent Users — The system must support at least 500 concurrent users with response times as defined below.

f. Affiliates — The vendor must allow for affiliates of the University to manage and access the system under this Agreement.

g. Response Time — The system should have response times no worse than three seconds for the most-used functions and preferably less than 1 second. The system must be tunable to deliver the fastest performance based on usage patterns. Response time for error-free ad-hoc queries must be less than 30 seconds and preferably less than two seconds. Preferably, the system will have the ability to predict and notify the user of expected query response times and should have monitoring tools to appropriately monitor performance of queries, reports and processes.

h. Scalability — The system must be scalable by adding additional resources (such as hardware or devices) to achieve performance levels above those defined here should the need arise. This must be done without major reconfigurations of the system (preferably in a plug-and-play fashion).

i. Recoverability — In the event of a system crash, the system should be recoverable by trained administrators and back online in less than 1 hour and preferably less than 15 minutes (best case). During recovery there
should be absolutely no data or configuration losses. The system should include automatic failover, with failover plan and hardware, and redundant hardware at a remote data center(s) for protection in the event of a data center failure or major issue.

j. Conversion — The system must be able to convert at least five years of data from all systems referenced in Figures 1 and 2, and must be able to import that data into the system, including an automated process for data validation.

k. Patches and Upgrades — The system must support the installation of patches (including vendor-specified patches), and minor and major upgrades from the vendor without loss of any data or current configuration settings in the process. If a patch or upgrade fails to resolve an issue, the system must be “rolled back” to a previously stable version. Patches and upgrades must be successfully executed in a test environment prior to installation in the production environment. Patches and upgrades into production must be completed within defined maintenance windows.

l. User Interface — The system must support a web-based user interface for all operations and administrative functionality. The system should support the latest web browsers including but not limited to MS Internet Explorer v9 and VII, Firefox and Chrome. The user interface must have the ability to be compatible with future web-browser versions.

m. Platforms — The server and client platforms must be identified whether hosted on premise or in the cloud and reviewed with the University to ensure compliance with University standards.

n. Data Import — The system must support the importing of data from multiple disparate systems including but not limited to those described in the System Context diagram (Figure 2) above.

1) Data Mapping — The system must support the ability to flexibly map data from disparate systems into the system through functions in the user interface.

   a) Basic — The system must support data mapping capabilities such as string parsing, data formatting, numerical calculations, reference data look-up and data validations.

   b) Column — The system must be able to map a single column of imported data to multiple columns in the system and vice-versa (multiple input columns map to a single system column).

   c) Advanced — For complex data mapping, the system allow the user or administrator to register custom-developed code (such as SQL or a programming language). Preferably this code could be developed in the user interface, but the use of
third-party tools is acceptable so long as the resulting code can be uploaded, integrated and managed through the System’s user interface.

d) Business Rules — The system must support the definition and management of business rules for data mapping and validation including, at a minimum, control structures (if/then, for/each, while/until) that will analyze the data during importing and make appropriate mapping and validation decisions based on user-defined business rules and track the transformation of that data before loading.

e) Reusable Functions — The system must support the ability for the University to centrally create re-usable data mapping functions containing business logic that can be used for many different import tasks. This functionality should also be available non-centrally to individual users.

2) File Formats — The system must support importing data using defined file formats (Adobe PDF, Microsoft Excel, XML, CSV, HTML, and delimited file reporting formats at a minimum.).

p. Data Export — The system must support the exporting of data to multiple disparate systems including but not limited to those described in the System Context diagram (Figure 1 and 2) below.

1) Data Mapping — The same capabilities as described above in Data Import - Data Mapping must be available for data export, including requirements for Basic, Column, Advanced, Business Rules and Reusable Functions.

2) File Formats — The system must support the exporting of data using defined file formats (Adobe PDF, Microsoft Excel, XML, CSV, HTML, and delimited file reporting formats at a minimum.).

q. Data Import / Export Jobs — The system must have the ability to define a scheduled job comprised of a series of tasks that will automate the importing and exporting of data at a specific point in time and/or based on an event and/or based upon a specific trigger by a user. The system must support these scheduled jobs both as discrete events and also on a recurring basis. After the job task has completed it must generate a status report and an exception report. These reports will be displayed to the user or automatically sent to a defined set of subscribers; whichever the University deem is most appropriate.

1) Status Report — Each time an import or export job is run, a status report will be produced that describes whether the job succeeded without errors the elapsed time and total rows imported/exported (at a minimum).

2) Exception Report — If any errors occur while running an import/export job, a report will be produced that describes at a minimum the error and as much diagnostic information as possible
including the data line number / record count and specific field where the error occurred.

r. ETL — The system must support importing data from a third-party relational database through an Extraction Transform and Load (ETL) tool registered with an Import/Export job. This tool should either be included in the system or tightly integrated with a third party best-of-breed ETL tool. Any required connector tool should be defined in the RFP responses.

s. Administration — All system administration functions and configurations should be accessible by the administrator through a web browser interface without requiring system access to the hosting server.

t. Printing — The system must have a printing functionality, preferably from the user interface.

u. Help — The system must provide help documentation through the user interface. The help should be context-sensitive and facilitate a prompt resolution to issues encountered during operation.

v. Support — The system’s vendor must provide defined levels of support that include email and phone support at a minimum between 8AM and 5PM Eastern Time Monday through Friday and must be accessible to all users.

B. Implementation Services

The University will require the Selected Firm to assist in the pursuit of OFP&A’s implementation goals. The University is particularly interested in identifying an implementation firm with demonstrated ability to:

1. Understand key public institution of higher education, medical school and practice plans budgeting and financial reporting-related business activities and provide expert guidance on the reengineering of these processes in the context of the application’s delivered functionality;

2. Integrate its methods and philosophies with those of the University, and develop relationships and strategies that correspond to the culture of the institution;

3. Understand the integration points as depicted in Attachment 5, figures 1 and 2.

4. Have proven experience solving the issues that arise while implementing a budget and financial system in higher education research institution(s) that are comparable in size, culture, and complexity to the University;

5. Facilitate resolution of issues related to the budget and financial reporting system implementation with implementation team members and key stakeholders;
6. Competently and quickly identify and solve the functional and technical issues that arise in a complex computing environment, and provide adequate guidance to minimize implementation and operational risks;

7. Provide project management, including a project manager, capable of meeting schedule, budget, and functionality objectives and facilitating the proper level of project controls, communications strategies, and change;

8. Incorporate third party applications into the planning, phasing, budgeting, and resourcing for the project;

9. Effectively mentor and provide knowledge transfer on the specific budget and financial reporting system and implementation techniques;

10. Provide post-implementation planning and support according to the University’s requirements;

11. Disclose information related to third party applications that may affect planning, budget, or University policy, and

12. Provide implementation schedule.

C. Technical Services

Procurement of the following technical services is being considered to supplement the knowledge and skills of University staff:

1. Provide infrastructure development and integration expertise (including databases, environments, hardware, operating systems, security, etc.) capable of establishing long-term infrastructure that will support and grow with development of budget and financial processes within the overall consolidated system;

2. Provide interface expertise on application security, set-up, configuration, and customization/extensions;

4. Provide and integrate application methodologies and environments with University practices that ensure application quality and change control;

5. Provide expertise in application data conversion methodologies, techniques, and tools to ensure all required data are migrated successfully;

6. Provide expertise and knowledge transfer on data warehouse and reporting strategies, including approaches to design and implementation that ensure the University provides information to handle compliance, operational, query/one-time, and management reporting;

7. Provide expertise and knowledge transfer in software installation, set-up, performance tuning, monitoring, and load testing as related to the budget and financial reporting applications, and
8. Provide expertise and knowledge transfer on technical post implementation planning and support.

D. Educational and Training Services

The University will require support, initial and ongoing educational, training, change management and other related services for the development, implementation, management, administration, use, and maintenance of the budget and financial reporting business processes and software. Training may be required on site, online, or in other appropriate formats. In addition to training on the system’s business processes and software, the University is interested in understanding the firm's recommended training plan for support of the implementation project itself including ongoing training on new functionality. These services are needed for functional, technical, and professional staff, managers, and end users. Firms are encouraged to recommend and propose all education options available to the University that they believe will assist the University in meeting its strategic directions for administrative improvements.

E. Operating Requirements

The University requires a robust, stable environment that includes reliable disaster recovery. In describing systems (hosted and non-hosted), firms should state their ability to deliver:

1. Resolution of critical network and platform failure events (unplanned outages) not to exceed one hour;

2. Resolution of all other network and platform failure events not to exceed 24 hours;

3. Planned system maintenance not to exceed three hours according to the University’s needs;

4. System availability metrics for the past two years;

5. System availability for querying and processing 24 hours a day, 7 days per week with weekend maintenance windows no longer than 8 hours for doing routine system maintenance;

6. Details regarding back-up and retention policies;

7. An acceptable disaster recovery plan;

8. No system restrictions on number of daily interfaces to outside vendors or the University’s core systems; and

9. Details describing how the system is sized to provide optimal response times for users and to handle a significant volume of concurrent system users.
F. Customer Support / Maintenance / Warranty Requirements

The Selected Firm must provide, at a minimum, the following:

1. Software maintenance (including patches and upgrades) and warranties;
2. Software maintenance and release schedule;
3. Technical support during project stabilization and ongoing;
4. Mechanisms for the introduction of new features/enhancements;
5. The firm’s system for defect reporting;
6. The firm’s support capabilities, including hours of operation, applicable charges, and methods of support;
7. Resolution of any and all identified mission critical issues. The Selected Firm will work 24/7 until resolution, and the University will make support staff available 24/7 to work with the Selected Firm toward resolution of the event. The definition of mission critical events is at the sole discretion of the University;
8. Complete user, administrative, technical, and training documentation.
9. Full disclosure of ongoing costs, including changes to appropriate maintenance of the system and customer support for the duration of the contract, and
10. Description of how the Selected Firm will provide a satisfactory response to University-supplied modifications to the application(s) and associated information. The University’s expects to receive a “90% solution” within forty-eight hours and a “100% solution” within five business days.
IV. CONTENTS OF THE PROPOSAL

Firms interested in responding to this RFP should prepare their proposals simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firm’s lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

A. Cover Letter and Signature Page

A cover letter must be bound into the proposal and must include the signature of an authorized representative of the firm. Include in the letter the person(s) responsible for developing its RFP response and the firm’s primary contact during the RFP process, to include phone numbers and email address.

B. Firm Information, References, Personnel

1. Firm Information
   a. A brief description of the company and its experience in providing budgeting, financial reporting and financial analytics systems. Include how long the company has been in business, company size, locations and organizational structure.
   
   b. A description of the company’s current client base, including total number of clients; as well as a description of the company’s resources dedicated to client support, development, technical support, and implementation.
   
   c. Provide a copy of the firm's most recent audited financial statements including the auditor's notes and/or opinions on these statements.
   
   d. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at http://www.vcu.edu/procurement/coopeon.htm
   
   e. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.
   
   f. Provide future development plans for your products, including any impact of recent merger or acquisition activities.
   
   g. A description of how you differentiate your solutions from your competitors.
   
2. References
a. Provide a summary of the company’s presence in the higher education, medical school, physician practice plan and non-profit marketplace. Provide the number of higher education placements in total and in the last 5 years for the proposed solution. Identify other placements for the proposed solution that have characteristics similar to the University; for example, large scale not-for-profit foundations, and large private sector businesses with comparable user base and/or structure.

b. Provide references for a minimum of three higher education institutions, preferably complex research universities, implementing a consolidated budgeting and financial reporting software. The contact name, title, e-mail address, and telephone number at each referenced institution must be provided, along with the software and implementation services provided. The University may contact and/or visit any of these reference institutions.

c. Provide a complete list of all consolidated budgeting and financial reporting system clients lost within the last three years. The list should include a contact name, telephone number, email address, length of service of the account, and the reason for the loss of the account.

3. Personnel Proposed for Project
Propose the names of personnel who will be assigned to the project, including resumes and experience at other higher education research institutions, not-for-profit foundations and physician practice plans. Also, identify the firm’s Contract Administrator, who will be the individual to serve as a point of contact for day-to-day operations. It is not expected that this person would be authorized to approve amendments to the Agreement or to approve price changes.

C. Response to Goods and Services
1. Software — Describe in detail the firm’s product(s) including all features, functions, and services detailed in Section III. A., to include the functional requirements to be delivered, configured and customized and the technical architecture of the CBFAT. Provide a description of any third party tools, the database that is required, and the programming language of CBFAT. Firms should clearly communicate how their offerings will help the University address its administrative service goals, which are articulated in the End State objectives (Section II. D)

2. Implementation — Describe the implementation services and specific methodologies the firm is offering to the University based on requirements detailed in Section III. B. Firms should clearly communicate how their offerings will help the University address its administrative service goals, which are articulated in the End State objectives (Section II. D). This plan should detail activities from the start of system implementation through a mutually agreed upon stabilization period(s).
3. Technical — In this section firms should provide information about their capacity to address the University's technical needs as described in the End State objectives (Section II.D) and in Section III.C.

4. Education and Training — In this section firms should provide information about their capacity to address the University's educational and training needs described in the End State objectives (Section II.D) and in Section III.D.

5. Operations — In this section firms should provide information about their capacity to address the University's operating needs described in the End State objectives (Section II.D) and in Section III.E. Identify the hardware and desktop requirements necessary to run the CBFAT and options for installing the software on the University’s equipment.

6. Customer Support / Maintenance / Warranties — In this section firms should provide information about their capacity to address the University’s needs for customer support, maintenance and warranties described in the End State objectives (Section II.D) and in Section III.F.

D. Pricing Proposal

1. Describe any and all fees and expenses the firm proposes to charge the University for the Goods and Services. Ensure that all fees and expenses associated with provision of the Services are delineated.

2. Describe how the University will be charged for the implementation and for on-going support. For implementation, the University will accept either fixed fee or time and material (with a cap on time and materials) proposals. Include any additional discounts available for early payment of invoices.

3. Describe how the firm would propose to allow the University to withhold a portion of its total fees for the Services in order to guarantee that the CBFAT implementation has been performed successfully and the desired End State achieved.

4. State the firm's capability for accepting electronic payments through Automated Clearing House (ACH) and/or purchasing card and provide any additional discounts that may result from paying electronically.

5. Describe how the University will benefit from cost savings by accepting the firm’s proposal.
E. Contractual Arrangements

1. Provide a written statement with the firm’s proposal that its principals or legal counsel has reviewed Attachment 1, Contractual Provisions. Although such provisions will govern the firm’s proposals as submitted, the University and one or more firms may later mutually agree to amend certain provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate. Mandatory Provisions (provisions A – H) are required by law or regulation and cannot be changed. For General Provisions, unless a firm expressly and specifically states its exception to any of those provisions in its written proposal and/or provides proposed modifications, then the proposal from the firm will automatically be deemed to include those provisions.

2. Provide the University with any form or contract the University may be requested to sign.

3. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

F. Small, Women-owned and Minority-owned (SWAM) Business

The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University’s 2014 SWAM plan spend goal for firms certified by the Commonwealth of Virginia’s Department of Small Business & Supplier Diversity (SBSD) is 45%. Targets for each business segment are as follows:

<table>
<thead>
<tr>
<th>Small Business &amp; Supplier Diversity</th>
<th>6%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Women Business Enterprises</td>
<td>7%</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>32%</td>
</tr>
</tbody>
</table>

This goal does not allow for "set aside" purchases. SWAM firms must compete equally with majority firms and be able to provide the University with quality goods and services at competitive prices. To view the University’s current quarterly achievements, click here (Current SWAM Report). As this report shows, the University is in need of assistance in the Minority-owned and Women-owned categories. Please tailor your firm’s SWAM plan to assist the University in meeting its goal and targets.

Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by SBSD. All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of its failure to certify as a SWAM firm.
If the firm is not a SWAM firm, describe the firm’s partnering relationships with SWAM firms and how it plans to support the University’s goal to increase business annually by 5% with these firms in accordance with Attachment 2, Vice President for Finance’s Request for Commitment.

F. Other Information

Specify any assumptions you are making in this proposal, and provide any other information which the University should consider in evaluating the firm's proposal.
V. BASIS OF SELECTION

The University will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:

A. The firm’s planned approach and demonstrated ability to assist the University to meet its goals, including the desired End State, for services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;

B. The firm’s relevant experience, qualifications, references and success in providing the goods and services outlined in this RFP at a comparable higher education institution;

C. The firm’s financial proposal including, but not limited to, discounts, service charges and other charges;

D. The quality of the proposal – specifically, responsiveness to implementation, technical, and educational and training services requirements and adequacy of information provided;

E. The contractual terms which will govern the relationship between the University and the Selected Firm.

F. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses. Note: A 10% minimum weight will be given to this criterion in evaluating proposals; and

G. Any other factors relevant to the firm’s capacity and willingness to satisfy the University

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. All proposals received will be carefully evaluated by the University. The University then intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.
Firms should also note that, as described within, certain matters will automatically be deemed part of the proposal.
MANDATORY PROVISIONS

A. Nondiscrimination
During the performance of this Agreement, Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests
Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

C. Independent Selected Firm
Selected Firm is not an employee of the University, but is engaged as an independent Selected Firm. Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

D. Workers' Compensation and Employers' Liability
The Selected Firm will (i) maintain Employers Liability coverage of at least $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

E. Drug-Free Workplace
Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, Selected Firm agrees to 1) provide a drug-free workplace for Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subSelected Firm or vendor.
For the purposes of this section, "drug-free workplace" means a site for the performance of work
done in connection with a specific agreement awarded to a Selected Firm, the employees of
whom are prohibited from engaging in the unlawful manufacturing, sale, distribution,
dispensation, possession or use of any controlled substance or marijuana during the performance
of this Agreement.

F. Information Technology Access Act
In accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information
technology agreements:
NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology")
which is purchased or upgraded by the University will comply with the following non-visual
access standards from the date of purchase or upgrade until the expiration of this Agreement:
• Effective, interactive control and use of the Technology will be readily achievable by
  non-visual means;
• Technology equipped for non-visual access will be compatible with information
  technology used by other individuals with whom any blind or visually impaired user of
  the Technology interacts;
• Non-visual access technology will be integrated into any networks used to share
  communications among employees, program participants or the public; and
• Technology for non-visual access will have the capability of providing equivalent access
  by non-visual means to telecommunications or other interconnected network services
  used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of
Procurement and Supplier Diversity Services, University of Virginia determines that 1) the
Technology is not available with non-visual access because the essential elements of the
Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required
when the Technology is being used exclusively by individuals who are not blind or visually
impaired, but applications programs and underlying operating systems (including the format of
the data) used for the manipulation and presentation of information will permit the installation
and effective use of non-visual access software and peripheral devices.

If requested, the agreement must provide a detailed explanation of how compliance with the
foregoing non-visual access standards is achieved and a validation of concept demonstration.

G. Selected Firm License Requirements
State statutes and regulatory agencies require that some firms be properly registered and licensed,
or hold a permit, prior to performing specific types of services. If the Selected Firm provide
removal, repair, improvement, renovation or construction-type services they, or a qualified
individual employed by the firm, must possess and maintain an appropriate State of Virginia
Class A, B, or C Selected Firm License (as required by applicable regulations and value of
services to be performed) for the duration of this Agreement. It is the Selected Firm’s
responsibility to comply with the rules and regulations issued by the appropriate State regulatory
agencies. A copy of the license must be furnished upon request to the University.
H. Unauthorized Alien Use
Selected Firm warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. Selected Firm furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

GENERAL PROVISONS

I. Assignment
Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

J. Amendments
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

K. Notices
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by facsimile, when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or on the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time) on a business day or on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.

If to the University:
   Eric N. Denby
   Director of Procurement and Supplier Diversity Services
   University of Virginia
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202
   Phone: 434-924-4019
   Fax: 434-982-2690

If to Selected Firm:
The person signing Selected Firm's proposal in response to the University's RFP, at Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

L. eVA Registration / Transaction Fee
The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to
utilize eVA and all firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

Selected Firm is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement. Selected Firm will be subject to an eVA transaction fee, for which Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov

M. Payment Terms
The University’s payment terms are 2% 10/ Net 30 with ACH payment (Bank of America’s PayMode) or Net 20 ghost card (Bank of America’s E-Payable) The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later.

O. Waiver
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

P. Indemnification
Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of this Agreement by Selected Firm or its agents or subSelected Firms, including the provision of any services or products. Selected Firm warrants that the products, services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

Q. Termination
If Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to Selected Firm.

R. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

S. Right of Audit
The University reserves the right to audit or cause to be audited Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that Selected Firm perform self-audits within reasonable parameters established by the University.
T. Contractual Claims
The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires Selected Firms with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the Selected Firms intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. The University's procedure for deciding such contractual claims can be found at: http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf

U. Insurance
Listed below is the insurance Selected Firm must maintain under any Agreement resulting from this RFP. In no event should Selected Firm construe these minimum required limits to be its limit of liability to the University. Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until Selected Firm satisfies the insurance requirements of the University. Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by Selected Firm.

The scope of goods or services does not include product installation or setup, maintenance service and the delivery is limited to a central delivery point, the minimum level of coverage will be:

Commercial General Liability:
Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence, with coverage for premises and operations.

Automobile Insurance:
Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per accident on all owned, hired, and non-owned vehicles operated by its employees.

Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

V. Use of Agreement by Third Parties
It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with Selected Firm and will fully and independently administer its use of this Agreement.
contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by Selected Firm to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

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

W. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

X. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: https://vascupp.org/hem.pdf

Y. Small, Women-owned and Minority-owned (SWAM) Business Reporting
Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Selected Firm will submit the quarterly SWAM business reports to:

Lorie Strother
SWAM Contract Administrator
Procurement and Supplier Diversity Services
E-mail: mailto:ljs8n@virginia.edu

The quarterly SWAM business reports will contain this information:
• SWAM firm’s name, address and phone number with which Selected Firm has contracted over the specified quarterly period.
• Contact person at the SWAM firm who has knowledge of the specified information.
• Type of goods and/or services provided over the specified period of time.
• Total amount paid to the SWAM firm as it relates to the University’s account.

Selected Firm’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

Z. Ordering Procedures
The University does not place verbal orders for the Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Selected Firm’s provision of the Goods and Services. Accordingly, at the University’s request, Selected Firm will issue a proposal/quotation listing the Goods and Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a
specified fee amount. This specified fee amount cannot be exceeded by Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Selected Firm to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Selected Firm provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

**AA. Favored Customer**
Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

**BB. Future Goods and Services**
The University reserves the right to have Selected Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems or related services provided by Selected Firm. These additional goods and services will be provided to the University at Favored Customer pricing conditions.

**CC. Marketing**
The University encourages Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in Selected Firm’s Goods and Services. However, Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

**DD. Compliance**
Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University’s facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm upon request.

**EE. Intellectual Property Rights/Disclosure**
Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
FF. Force Majeure
Neither the University or Selected Firm (individually, a “Party”) will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order, including orders from any governing body (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the Party’s control. Any delay in performance will be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six calendar months, either Party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, will expire immediately upon the discontinuance of the event of force majeure.

GG. Data and Intellectual Property Protection
1. Definitions
   a. “End User” means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under this agreement.
   b. “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
   c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
   d. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
e. “Services” means any goods or services acquired by the University of Virginia from the Selected Firm/Vendor.

f. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

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

3. Intellectual Property Disclosure/Rights
   a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Selected Firm/Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
   b. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

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

5. Data Security
   a. Selected Firm/Vendor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Selected Firm/Vendor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm/Vendor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
   b. If the Selected Firm/Vendor stores Personally Identifiable Information as part of this agreement, the Selected Firm/Vendor warrants that the information will be stored in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
   c. Selected Firm/Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this agreement.

6. Employee Background Checks and Qualifications
   Selected Firm/Vendor shall ensure that its employees who will have potential access to University Data have passed appropriate, industry standard, background screening and possess the qualifications and training to comply with the terms of this agreement.

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

8. Security Breach
   a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security
Breach, Selected Firm/Vendor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University’s investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

b. Liability.

1) If Selected Firm/Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/vendor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

2) If Selected Firm/Vendor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/vendor.

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

a. Except as otherwise expressly prohibited by law, Selected Firm/Vendor will:

• immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Vendor seeking University Data;
• consult with the University regarding its response;
• cooperate with the University’s reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
• upon the University’s request, provide the University with a copy of its response.
b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Selected Firm/Vendor, the University will promptly provide a copy to Selected Firm/Vendor. Selected Firm/Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University’s reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration
   a. Upon termination or expiration of this agreement, Selected Firm/Vendor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data destruction to the University.

   b. Selected Firm/Vendor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Vendor’s facilities to remove and destroy University-owned assets and data. Selected Firm/Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm/Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm/Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits
   a. The University reserves the right in its sole discretion to perform audits of Selected Firm/Vendor at the University’s expense to ensure compliance with the terms of this agreement. The Selected Firm/Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm/Vendor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
b. If the Selected Firm/Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University’s financial statements, Selected Firm/Vendor will at its expense conduct or have conducted at least annually a:

• American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls;
• Vulnerability scan of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
• Formal penetration test of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under this agreement.

Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Compliance
a. Selected Firm/Vendor will comply with all applicable laws and industry standards in performing services under this agreement. Any Selected Firm/Vendor personnel visiting the University’s facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Vendor upon request.

b. Selected Firm/Vendor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the Selected Firm/Vendor service provided to the University, the Selected Firm/Vendor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.

13. Survival
The Selected Firm/Vendor’s obligations under Section 10 shall survive termination of this agreement until all University Data has been returned or Securely Destroyed.

HH. Goods and Services
During the term of this Agreement, Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal that has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

II. Governing Law
This Agreement and all aspects of the Service will be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia.

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

KK. Agreement Signature
This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.
Greetings:

The University of Virginia is able to deliver excellent education, research, healthcare, and public service because the high value support from you and all our suppliers of goods and services. Thank you for sharing our commitment to excellence. As a University, we are committed to diversity within our students, our faculty and staff, and our vendors and contractors. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We currently have a substantial volume of activity with small firms; however, we are striving to increase the number of substantial, long-term business relationships with minority- and women-owned businesses. We need your help here.

I have two requests. First, I ask that you actively seek out opportunities to involve small, women- and minority-owned businesses as you deliver services to UVa. Our team in Procurement and Supplier Diversity Services will assist you in identifying qualified diverse business partners. Second, please report your success in this area through our quarterly subcontracting reports – this is critical in quantifying how well we are meeting our goals. The terms and conditions previously provided to your organization outlined this process.

This effort is important to the University. We truly appreciate your efforts to join us in this commitment and partnership towards excellence.

Sincerely,

Melody S. Bianchetto 
Vice President for Finance

O’Neil Hall 
Post Office Box 400210 
Charlottesville, Virginia 22904-4210 
434-982-2347 · Fax: 434-297-6444 
msb2p@eservices.virginia.edu * www.virginia.edu/avpfinance
Financial Structure
All budgeting and forecasting functions for the Academic division of the University are developed and maintained by the Office of Financial Planning and Analysis (OFP&A). Each school/unit within the Academic division has a finance support team responsible for the day to day financial operations of the organization. The size and scope of the support team varies based on the size of the school/unit.

System Reference
This section provides a background on the major systems referenced in the RFP.

The University runs the Oracle Financials application as a part of Oracle E-Business Suite. Oracle Financials includes the application and Oracle relational database. The current version is 12.2.4. Oracle is the system of record for all Financial, Human Resource and Payroll transactions. Oracle’s Grants Management (GM) software at the University functions as a subsidiary ledger which houses all of the University’s expenses and relevant budgets. Revenues and expenses budgets are uploaded into Oracle by department and expense category. Peoplesoft is the system of record for student information, including course and billing data.

Discoverer is an ad-hoc query and analysis tool developed by Oracle to enable end-users to view data stored in Oracle databases, and to analyze and create reports based on these data. Discoverer is an intuitive tool with a similar look and feel to Microsoft Excel. The University is in the process of implementing a new reporting tool and creating a data warehouse to store all financial, human resource, payroll and student data from the subsystems.

The University runs Hyperion Profitability and Cost Management (HPCM) to develop financial statement in the University’s financial model format. HPCM is used to calculate and distribute cost allocations and allocate undergraduate tuition revenue.
System Context
Figure 1 below represents a high-level overview of the system context within which the budgeting and forecasting process currently exist.

Figure 2 below represents our vision of future state budgeting, forecasting and analysis tool
Budgeting System & Process Background
Currently all departments and units within the Academic division create annual budgets.

The annual budget process begins in October of each year when budget assumptions are generated for the coming year and approved by the Board of Visitors. The OFP&A provides assumptions for fringe benefit rates, faculty and staff salary increases, inflation factors, and endowment distribution rates.

Budget templates are created by OFP&A and distributed to all units. The templates include prior year’s original budget pulled from the budget table used during the previous year’s budget. There is currently no system to track revisions to budget during the fiscal year.

Central service providers’ budgets are prepared using an Excel template and submitted in December. Administrative budgets are reviewed and uploaded to the Budget table, where queries can be run to view summary budgets. These budgets are then converted to a flat file that is loaded into HPCM to develop projected cost allocations for the schools and activity centers.

Undergraduate tuition revenue projections and projected cost allocations are communicated to activity centers in early December and schools and units begin working on budgets using the Excel template.

Academic unit budgets are submitted in February. OFP&A reviews and uploads templates to the Budget table for review and summary. These budgets are then converted to a flat file that is loaded into HPCM to develop profit and loss statements reflecting all direct and indirect revenues and expenses, including cost allocations to reflect bottom lines by fund type.

Figure 3 provides a graphic of the budget development cycle and the parties involved.

![Budget Planning Activities Timeline](image)

**Multi-Year Financial Plan**

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The University currently does not employ a consolidated forecast model to develop long term financial plans. OFP&A utilizes an Excel model to project multi-year financial plans. Assumptions are developed and housed in the Excel model and feed to create a seven year operating plan. There is currently no functionality to capture a projected balance sheet or cash flow, develop plans under multiple scenarios or consolidate individual schools plans.

The schools and units employ similar Excel models to develop multi-year plans; however, assumptions for out years are not consistent across schools and units.
ATTACHMENT 4
Sample Screen Shots of the Contract Opportunity Portal Process for Vendors

1) Access the Portal at http://www.procurement.virginia.edu/pagecontractopp

2) Enter the code “CBFAT”
3) To upload the proposal, click the second tab.

4) Click “Yes”
5) Click “Yes”

6) Complete the “Vendor Information” section. Upload your proposal in the “Files” section. Ignore the Payment Method and Terms” section at this time.
7) Clicking the ‘Submit’ button completes the response process for the Contract Opportunity Portal