Request for Proposal

Student Information System Implementation, Technical, and Related Services

June 13, 2006

Issued by
Procurement Services
Charlottesville, Virginia
Student Information System Implementation, Technical, and Related Services
Request for Proposal #SH061306
June 13, 2006

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Student Information System Implementation, Technical, and Related Services
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This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. It is the firm’s responsibility to ensure that the entire RFP and related links, in its latest version, is reviewed prior to submittal of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. To receive a hard copy of the RFP or addenda, please contact Becky Sims, Contracts Administrator, at (434) 924.1346 or email pur-rfp@virginia.edu. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement Services web site: http://www.procurement.virginia.edu/main/

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks an experienced firm to provide implementation, technical, and related services for its student information system. 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 receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement
activities. The Commonwealth and the University encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

A. University

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson’s spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University’s standing as a leader in education, research, and community service.

The over 19,850 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 11,600 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and graduates who have consistently been among the forefront of our nation’s shapers. At the University, our bright future is the direct result of our great history.
B. Administrative Processes and Systems

In 1995, the University began a restructuring initiative to improve the efficiency and effectiveness of its business processes. At the heart of this effort was the desire to broaden and delegate responsibility and accountability for operational functions, to simplify administrative processes, and to apply broadly technology in all administrative areas, especially the schools, departments, and other program-delivery units outside central administration.

To support this restructuring initiative, the University replaced its core financial applications in July 2001 and its human resources applications in October 2002 with Oracle e-Business Suite 11i applications. The University now seeks to implement the PeopleSoft Enterprise Campus Solutions v.8.9 modules, including student administration (Academic Advisement, Campus Community, Recruiting and Admissions, Financial Aid, Student Financials, Student Records), PeopleSoft Enterprise PeopleTools, Campus Self Service, Enterprise Portal, and Enterprise Gradebook.

C. Student System Project

The University seeks to maintain its position as one of the country’s leading public universities and to sustain its ability to attract and retain top quality students, faculty, and staff. The quality of its student information system must support this goal. Specifically, the University believes that administrative processes and systems must change to respond to stakeholder demands, the realities of decentralization from the Commonwealth of Virginia as well as within the University, innovations in the external environment, and competition for students, faculty, and staff.

To this end, the Student System Project was established in December 2004 to implement a new student system to replace the Integrated Student Information System (ISIS) that comprised activities associated with admission, registration and records, financial aid and student accounts, and student services. (The new
student system will incorporate functionality tied with the existing Oracle e-Business Suite 11i, as appropriate.) Multiple systems (vendor-supported, homegrown) currently contain authoritative data used by various schools, programs, departments, and functional areas to carry out important functions and are to be factored into the implementation.

The result will be streamlined and intuitive processes supported by a set of student system modules having a common user interface. The new business processes will also incorporate business rules that can be easily modified as determined by a dynamic business environment. A more detailed description of the University’s Strategic Direction Statement for Student Services can be found at:


1. Vision
The University envisions a system that enables all student-related administrative processes (from recruitment and application to graduation and beyond) to be carried out electronically, with only “value-added” manual effort required by students, faculty, and/or staff.

2. Mission
To provide the University community with an efficient and effective student information system that supports the University’s mission, integrates with existing systems, and adapts to growth and change.

D. Objectives/End State
The University seeks to implement the PeopleSoft Enterprise Campus Solutions v. 8.9 applications and to achieve, in combination with the Selected Firm(s)’s services, the “End State” described in part by these essential project objectives:

1. The student information system meets or exceeds the needs of the University, as determined by the University;
2. The need for users to collect and maintain redundant data in decentralized systems is reduced significantly;

3. The University end user community has easy and efficient access to student processes, services, and information via a University portal;

4. All required data have been converted and are accessible through a student system reporting architecture;

5. The student system integrates with the University’s Oracle eBusiness Suite 11i as well as with third party applications related to student processes;

6. The project is on time, within budget, and provides the desired functionality;

7. The University end-user community (students, faculty, staff, and authorized third parties) is satisfied and the members of the community feel they have a stake in the process, organizational and systems changes;

8. The University end-user community is prepared to use the new system when it is implemented; and

9. Business processes are efficient, effective and support the strategic direction of the University.

The objectives listed above are not meant to constitute an all-inclusive list for achievement of the desired End State. Because the University has never implemented the PeopleSoft Enterprise Campus Solutions v.8.9 student information system and, therefore, does not profess to be expert in this endeavor, firms are expected to suggest additions or changes to the objectives of the desired End State in order that the resulting student system implementation is conducted in a manner that is consistent with prevailing best practices.
E. Relationship Vision

The University seeks to create a working relationship with the Selected Firm that will propel the University toward attainment of its goals to successfully implement the procedural, organizational, and systems changes described in this RFP.

Elements of the envisioned relationship between the University and the Selected Firm(s) include, but are not limited to:

1. Development of beneficial goals based upon the strengths and capabilities of each party;
2. Capacity and commitment to deliver the right resources and technologies to support the University in maintaining leading-edge capabilities to the satisfaction of all key stakeholders;
3. Experience in managing multi-year relationships;
4. Ability and commitment of the parties to be flexible in addressing issues and concerns and in anticipating a changing environment;
5. Ability to work with multiple vendors on behalf of the University to coordinate the provision of best-in-class services;
6. Ability to provide appropriate post-implementation support and services;
7. A willingness to develop an organizational and administrative framework to manage the relationships and to address issues and opportunities that may arise; and
8. Ability to create an environment of trust, information sharing, and the expectation of success, as described in this section.

It is important to understand that the University is seeking a long-term relationship with the Selected Firm.
In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks an experienced firm to provide goods, services and assistance related to the implementation and management of the PeopleSoft Enterprise Campus Solutions v.8.9 student information system, applicable third party applications, a reporting infrastructure to support student processes, and on the redesign of University business processes to reflect best business practices in this context.

The University reserves the right to award to different Selected Firms to respectively provide any part of the implementation, technical, and related services for the University’s student information system.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm for implementation services, technical services and other services related to the University’s student information system to include those goods and services necessary to help the University achieve its goals as outlined in this RFP (the “Goods and Services”). In order to achieve this goal the Selected Firm may be requested to provide those goods and services outlined in this section.

Attachment 6, Elements of the Current Student Information System, describes: the modules of PeopleSoft Campus Solutions 8.9 that the University has procured; a list of coordinating projects that are elements of the student system; and a diagram of the systems and functions that are currently related either technically or functionally to the existing student information system at the University. Firms responding to this RFP should consider these functional elements as they submit their proposals, and the Selected Firm will be required to accommodate such elements in their provision of the Goods and Services. Current information on the student system implementation may be found at

A. Initial Project Planning
The Selected Firm will develop a detailed project plan that will include, but not be limited to:

1. A proposed implementation budget and timeline
2. The specific modules to be installed
3. The order of module installation
4. The order and phasing of third party applications to be installed
5. A resource plan to reflect the level of effort, staffing, institutional expertise, and infrastructure that are required by the University and the Selected Firm to complete each phase of the project
6. A work breakdown structure to reflect an appropriate distribution of tasks, effort, and responsibility for each phase of the project between the University and the Selected Firm
7. A plan and strategy for risk management
8. A plan for quality control
9. A plan and criteria for user acceptance

B. Implementation Services
At the University’s option, the Selected Firm may be requested to provide implementation services in the areas described below in order to supplement the knowledge and skills of University staff. The Selected Firm will have demonstrated experience and capabilities in the areas described below. The areas of expertise, assistance, and knowledge transfer may include, but are not limited to these Goods and Services:

1. Provision of expert guidance founded in documented success in reengineering of student-related processes;
2. Integration of the Selected Firm’s methods and philosophies with those of the University and development of relationships and strategies that correspond to the culture of the institution;

3. Implementation on-time and on-budget the modules and applications provided by PeopleSoft, including experience in solving issues that arise while implementing the PeopleSoft Enterprise Campus Solutions v.8.9 student information system in higher education research institutions that are comparable in size, culture and complexity to the University;

4. Facilitation and resolution of issues related to student system implementation with team members and key stakeholders;

5. Competent and timely identification and resolution of the functional and technical issues that arise in a complex computing environment and provision of adequate guidance to minimize implementation/operational risks;

6. Project management capable of meeting schedule, budget, and functionality objectives and facilitating the proper level of project controls, communication strategies, and change management/facilitation activities to ensure project success;

7. Incorporation of third party applications into the planning, phasing, budgeting, and resourcing for the project;

8. Effective mentoring and knowledge transfer on the specific student information system modules and implementation techniques; and

9. Post-implementation planning and support as necessary.

C. Technical Services
At the University’s option, the Selected Firm may be requested to provide technical services in the areas described below in order to supplement the knowledge and skills of University staff. The current Technical Environment at the University is described in Attachment 5, Technical Environment. The areas
of expertise, assistance, and knowledge transfer may include, but are not limited to these Goods and Services to be provided by the Selected Firm:

1. 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 the student system environment;

2. Interface expertise on application security, set-up, configuration, and customization/extensions that allows the University to meet its objectives of implementing and supporting a new PeopleSoft Enterprise Campus Solutions v. 8.9 student system;

3. Expertise in application services and middleware that allow the University to integrate with third party or other software applications;

4. Knowledge transfer and mentoring during implementation on PeopleSoft development tools v. 8.47 and other tools recommended by the Selected Firm(s);

5. Provision and integration of application methodologies and environments with University practices that ensure application quality and change control;

6. Expertise in application data conversion methodologies, techniques, and tools to ensure all required data are migrated successfully;

7. Expertise on the advisability of and method for achieving integration with the existing student system and Information Warehouse to ensure a successful implementation and to minimize data integrity issues;

8. Expertise and knowledge transfer on data warehouse and reporting strategies, including design and implementation that ensure the University can provide information to handle compliance, operational, query/one-time, and management reporting;

9. Expertise and knowledge transfer in software installation, set-up, performance tuning, monitoring, and load testing;
10. Expertise and knowledge transfer in application and system database administration techniques for PeopleSoft v. 8.9 and Oracle 9i/10g databases; and

11. Expertise and knowledge transfer on technical post-implementation planning and support.

D. Educational and Training Services

As a part of the Goods and Services, the University, at its option, may require assistance from the Selected Firm to provide and support initial and ongoing educational and training solutions and related services for the development, implementation, management, administration, use, and maintenance of the PeopleSoft system business processes and software. In addition to training on the PeopleSoft business processes and software, the University may choose to utilize the Selected Firm’s services for support of the Student System implementation project itself. Such training services are required for functional, technical, and professional staff, managers, and end users.

The University will consider, and approve as appropriate, education and training solutions proposed by the firm. Firms are encouraged to recommend and propose all education options available to the University that they believe will assist the University in achieving the desired End State consistent with the University’s Strategic Direction Statement for Student Services.

Note that the University currently deploys an extensive education, training, and performance support program for end-users of its Finance and Human Resources applications. Services provided by the program include: classroom-based (PC-lab) instructor-led training; distance learning; individual tutoring; computer-based web-delivered training and documentation; and a Call Center Help-Desk performance-support service. Education and training solutions supplied by the Selected Firm are expected to integrate with this program and, as appropriate, ultimately transition to being provided by the program.
IV. Basis of Selection

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

1. The firm's plan to assist the University to meet its goals for student information system implementation services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;
2. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;
3. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
4. The firm's financial proposal including but not limited to discounts, service charges and other charges;
5. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
6. The contractual terms which would govern the relationship between the University and the Selected Firm;
7. The firm’s plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm’s proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.); and
8. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

Note: The University reserves the right to award the Agreement for all or part of the Goods and Services to one or more firms.

V. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University.
A. Goods and Services
1. Describe how the firm plans to provide implementation, technical, and related services for the University’s student information system which is the primary goal of this RFP.
2. Provide a plan of operation to achieve the objectives set forth in Section II, Background Discussion and Goals of the University and Section III, Scope of Goods and Services, specifically and clearly responding to each paragraph and subparagraph in the order addressed. Proposals should specifically include, but not be limited to, these sections and clearly address how the firm’s proposed Goods and Services will be consistent with the University’s Strategic Direction Statement for Student Services and how such Goods and Services will help to achieve the desired End State:
   - Relationship Vision
   - Initial Project Planning
   - Implementation Services
   - Technical Services
   - Educational and Training Services
3. Describe how the firm plans to provide the Goods and Services. Include a description on how the firm will work with the University to establish a relationship between members of the firm and members of the University community.
4. Describe the firm's plan for customer service including how the firm intends to be responsive to the University’s routine and emergency requirements.

B. Firm Information, Personnel, References
1. Provide a brief history of the firm and its experience in providing implementation, technical, and related services similar to those described in this RFP.
2. Provide information on those individuals assigned to work with the University including a description of their experience in providing implementation, technical, and related services similar to those described in this RFP.

3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.

5. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
   b. Length of service at the account
   c. Reason for the loss

6. Provide a copy of the firm's most recent audited financial statements.

7. 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.

C. Financial Proposal

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

2. Describe how the University will be charged. 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 Goods and Services in order to guarantee that the PeopleSoft Enterprise Campus Solutions implementation has been performed successfully and the desired End State achieved.
4. Describe how the University will benefit from cost savings by accepting the firm's proposal.

5. State the firm's capability for accepting electronic payments through Electronic Data Interchange (EDI) or Automated Clearing House (ACH) and any additional discounts that may result from paying electronically. Information about the Commonwealth of Virginia’s Financial Electronic Data Interchange (FEDI) program is available on this web site: http://www.doa.state.va.us/procedures/GeneralAccounting/EDI/edinew.htm

D. Contractual Arrangements

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

2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.

3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.

4. Provide a written statement with the firm’s proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.

E. Site Visits

It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the firm and the University to view its operation. Each firm will indicate whether it will reimburse the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

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

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 the
Commonwealth of Virginia’s Department of Minority Business Enterprise (DMBE). 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 their failure to certify as a SWAM firm.

The Commonwealth’s definitions are:

- **Minority-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.

- **Minority Individual** means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
  - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
  - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
"Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

"Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

**Small Business Enterprise** means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.

**Woman-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.

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 4, Executive VP and COO’s Request for Commitment letter.

G. Other Information

Provide any other information which the University should consider in evaluating the firm's proposal.
VI. Information about this RFP

A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

- Issue Date of RFP: 06/13/06
- Preproposal Conference: 06/30/06
- Deadline for Receipt of Proposals: 07/13/06
- Oral Presentations and Negotiations: 08/18/06
- Contract Award: 10/12/06

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:

Procurement Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

Attention: Steve Heldreth, Major Procurements Manager
Telephone: (434) 924-4217
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: heldreth@virginia.edu

Any questions concerning this RFP will be directed to Steve Heldreth as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or wsc6ja@virginia.edu. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference

A conference for firms receiving this RFP will be held on Friday, June 30, 2006 2:00 p.m. EDT in Carruthers Hall Conference Room #E, Charlottesville, Virginia (map viewed at this web site: http://www.virginia.edu/Map/). Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no
additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Becky Sims either by email (pur-rfp@virginia.edu) or telephone (434-924-1346), no later than 12:00 p.m. EDT on Wednesday June 28, 2006 of the names, titles, and phone numbers of the individuals who will attend.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m. EDT Thursday, July 13, 2006. Six copies of each proposal must be provided in individual, bound volumes. Firms must also include an electronic copy of the proposal on a CD-ROM, excluding any pre-printed materials such as financial statements. The electronic copy should be formatted as a Microsoft Word document.

E. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Oral presentations and negotiations are scheduled for Friday, August 18, 2006.

F. Communications Between the University and the firms Regarding This RFP
Informal Communications
From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been
notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:

1. Requests from the firms to any department at the University, with the exception of Procurement Services for information, comments, speculation, etc.;
2. Requests from any department at the University, or any employee of the University, with the exception of Procurement Services for information, comments, speculation, etc.

Formal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement Services. Formal communications will include but not be limited to:

1. Preproposal Conference
2. Oral presentations
3. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm

All proposals received will be carefully evaluated by the University. The University will then select two or more firms deemed to be fully qualified and best suited among those submitting proposals, on the basis of evaluation criteria described in this RFP. The University will then conduct negotiations with each of these firms. After negotiations have been conducted, the University will select
the firm which, in its opinion, has made the best proposal. The University will award the agreement to the Selected Firm by either of these methods:

1. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal submitted in response to it and/or any addenda submitted during the negotiation process; or

2. Execute a mutually satisfactory written agreement based on this RFP, the proposal submitted, and the negotiations concerning these.

3. 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 firm.

Because the University may use alternative (1) 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.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal
The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.
The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions

Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

   a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.

   b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.


Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

   a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other
persons, firms, or organizations which the University wishes to contact; and

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals

The University reserves the right to reject any or all proposals received. Nonacceptance 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 the Selected Firm exists, or when the University rejects all proposals.

J. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.
Attachment 1
Mandatory Contractual Provisions

A. Nondiscrimination
During the performance of this Agreement, the 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
The 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. 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.

D. Amendments
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.
E. 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 Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 924-6154

If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at the 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.

F. Independent Contractor

Selected Firm is not an employee of the University, but is engaged as an independent contractor. The 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 the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the 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.
G. Workers' Compensation and Employers' Liability
The Selected Firm will comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace
The 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, the Selected Firm agrees to 1) provide a drug-free workplace for the 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 the 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 the 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 subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific 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 the agreement.

I. 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 the 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 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.
J. 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 the 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. The 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 free and clear of claims of any nature by any third party including without limitation copyright infringement claims. The 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.

K. eVA Business To Government Registration

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.

L. eVA Transaction Fee

The Selected Firm agrees, by accepting an award as a result of this RFP, that it is subject to an eVA transaction fee of 1% capped at $500, for which the Selected Firm will be
M. Contractor 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 firms 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 Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

License #______________  Type___________________

A copy of the license must be furnished upon request to the University or VASCUPP member institution.
Attachment 2
Preferred Contractual Provisions

A. Goods and Services
During the term of this Agreement, the 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 which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement
The term of this Agreement will be for five years, with the ability to renew on the same terms and conditions, for two additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator
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 the Agreement or price changes.

D. 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.

E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their 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 the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and 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.

F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

G. Termination
If the 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 the Selected Firm.

H. 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 the Agreement may be terminated by the University effective the last day for which appropriated funding is available.

I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for five years thereafter. The 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.

J. Contractual Claims
This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

K. Insurance
Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. The 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 the Selected Firm satisfies the insurance requirements of the University. The 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 the Selected Firm.

**Comprehensive Commercial General Liability:**
The 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 occurrence with coverage for the following coverage:

- **X** Premises/Operations
- **X** Products/Completed Operations
- **X** Contractual
- **X** Personal Injury
- **X** Additional Insured

**Professional Liability:**
The Selected Firm and any Subcontractor will provide a minimum Limit of Liability of $1,000,000 per claim for professional errors and omissions coverage.
Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence with the following coverages for vehicles operated by their employees.

Any Automobile

*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."

L. Use of Agreement by Third Parties
In accordance with Section 2.2-4304 of the Code of Virginia, these organizations may have access to any Agreement resulting from this RFP to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP member institutions include: College of William and Mary, George Mason University, James Madison University, Old Dominion University, Radford University, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, and Virginia Polytechnic Institute and State University. A list of all other Virginia Public Colleges and Universities is available at http://www.ExploreVirginiaColleges.com/.

In addition, access to the Agreement may also be extended to 1) Any University related foundation, and 2) City of Charlottesville and County of Albemarle. Potentially, other member schools of the Atlantic Coast Conference (ACC) may also have access to any Agreement resulting from this RFP if such access is confirmed by the University. The other ACC member schools which may potentially participate are: Boston College, Clemson University; Duke University; Florida State University; Georgia Institute of Technology, University of Miami, North Carolina State University; University of Maryland, University of North Carolina; Wake Forest University, and Wake Forest
University Health Sciences. Other institutions which may participate include Emory University.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the public bodies indicated above to purchase at the fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such institutions accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all VASCUPP member institutions and public institutions accessing the Agreement. Participating public bodies will place their own orders directly with the Selected Firm and will fully and independently administer use of the Agreement to include 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 public body as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any VASCUPP member institution, or any other entity accessing the Agreement under this section, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating public body from using other agreements or competitive procurement processes as required by law.

M. Favored Nations
The 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.

N. 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 Services.

O. 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 on Procurement Services web site at: http://www.virginia.edu/procurement/about/PurchasingManual.html

P. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The 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. The 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. The Selected Firm will submit the quarterly SWAM business reports to:

Nancy Noblette
Administrative Assistant to the Director of Procurement Services
E-mail: nnn9g@virginia.edu

The quarterly SWAM business reports will contain this information:

- SWAM firm’s name, address and phone number with which the 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.

The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 4.M. of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”
Q. Solicitation of Employees
The Selected Firm and the University agree not to solicit each other’s employees for a period of 2 years after completion of the implementation.

R. Right to Select Project Personnel
The University has the right to interview and select all of the Selected Firm’s personnel that will provide Goods and Services under the Agreement.

S. Right to Remove Project Personnel
The University has the right to remove any of the Selected Firm’s personnel that will provide Goods and Services under the Agreement.

T. Right to Execute Confidentiality Agreement
Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party, and not to make any internal use of such material not required under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature.
These obligations will not apply to any of the information which:

1. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or

2. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
3. Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or

4. Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or

5. The receiving party is obligated to produce as required by law, lawfully issued subpoena, or a court order, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

Upon written request of a disclosing party, the receiving party will return all information disclosed in written or tangible form, and the receiving party will destroy all of its copies, excerpts or notes made by it which contain any portions of the information unless otherwise provided for by the parties. Notwithstanding anything to the contrary, disclosure as required by law or by the University to comply with an opinion of its Special Assistant Attorney General that disclosure is necessitated by Virginia's Freedom of Information Act shall not be considered a breach of the Agreement.

U. Current or Pending Litigation
The Selected Firm warrants that the University has been supplied with an accurate list of all current or pending litigation in which the firm is involved, and acknowledges its obligation to supplement that list by notifying the University of litigation that subsequently arises.

V. Training Material
The Selected Firm, at no charge, will supply the University for the University’s own use, with all material used by the Selected Firm when providing training services, including the training database.

W. Future Goods and Services
The University reserves the right to have the Selected Firm provide additional Goods and Services under the same pricing, terms, and conditions to purchase additional services,
including upgrades and related software, products and services. Such additional goods and services may include Goods and Services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at most favored nations pricing, terms, and conditions.

X. Project Manager

The Selected Firm agrees to provide a named individual (“Project Manager”) to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of the Project Manager prior to execution of any Agreement with the Selected Firm resulting from this RFP. The Project Manager will be the University’s primary contact, although the Project Manager will be assisted by other members of the Selected Firm’s staff in completing key activities.

In the event that the Project Manager or any other individual responsible for the University’s account, is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner as determined by the University’s Contract Administrator, Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Services to the University. The University reserves the right to approve the replacement, or to cancel the Agreement. If a proposed replacement is accepted by the University, the replacement will provide the Services at rates no higher than the rates of the original individual and in accordance with all terms and conditions specified in this Agreement.
Attachment 3
Procedure for Resolution of Contractual Claims

Section 2.2-4363 of the Virginia Public Procurement Act requires contractors 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 contractors 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 is:

A. The Selected Firm must provide the written claim to:
   Assistant Director of Procurement Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia 22904-4202

B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.
D. The Assistant Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm may appeal the decision to:

   Director of Procurement Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202

   by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement Services and the Selected Firm mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.
Attachment 4

Executive Vice President and Chief Operating Officer’s Request for Commitment

Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women-and minority-owned (SWAM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer
LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228
Information Technology and Communications (ITC) is the office that provides information technology support for the University. ITC staff will be responsible for providing hardware and software support and information technology infrastructure for the Student System Project. Integrated System Deployment and Support (ISDS) is the University office that supports and maintains the Oracle system that provides enterprise functionality for human resources and finance matters for the University of Virginia. ISDS staff will be engaged in the Student System Project to create appropriate interfaces between the proposed student information system and the existing Oracle modules. ITC and ISDS are also responsible for developing and supporting a wide variety of administrative, academic, and research-oriented applications. Some applications, such as purchasing and student information systems, are university-wide in nature, while others are primarily intended to meet the needs of a single department or a single researcher. To support its applications and provide access to information, the University maintains a wide variety of computing environments and peripheral equipment, which is available to students, faculty, and staff.

Communications:

- **Network:** The University's desktop network environment is based on 10/100 Mbps Ethernet switches located in building wiring closets. The University backbone is composed of Cisco Layer 3 switches using mostly 2 Gbps links with a small number of 10 Gbps links being slowly phased into production. Some remote facilities are reached via T1 circuits from various telephone companies. The primary router/switch vendor is Cisco and the predominant wiring closet switch vendor is Nortel Networks. Including student owned machines; there are on the order of 30,000 Unix, PC, and MacIntosh devices on the network.

- **Mainframe:** For mainframe processing, the University uses an IBM Series Z800, Model 2066-0C1, Group 60, 25 MSU, which runs a z/OS operating system with CICS as the teleprocessing monitor. This system has a combined capacity of 143 MIPS. DASD hardware consists of 450 gigabytes on Hitachi 9910 devices emulating 3390 volumes.
The mainframe z/OS production application student system at ITC is primarily comprised of COBOL (batch and Command Level) and Mantis programs accessing a SUPRA database and VSAM files. At least 75 percent of the source code is COBOL and Mantis and the remainder consists of various languages including, but not limited to: SAS; ROSCOE RPF; JDL; and PDL. An estimated 3000 programs are in production representing approximately 1.7 million lines of source code. These programs support daily student system administrative functions for the central departments of the University and the academic units as well as provide background processing for the Web based self service interface for students and faculty. The student system administrative functions are supported by ITC's Applications and Data Services Division.

**Computing Platforms:** ITC supports a wide variety of computing platforms to provide central services. Examples include: large Sun Solaris systems for electronic mail and Oracle; High Performance Linux clusters for research computing; AIX for general services and commodity computing; a complex of Windows 2000/2003 servers on Intel platforms providing departmental and institutional services; a Network Appliance cluster; and a SAN for file services. Other operating systems are also supported.

**Telephones:** Telephone support is provided by ITC Communication Services utilizing ROLM 9751 Model 70 with software release 9005. The University has 13 nodes of telephone mail on software release 6.2. Over 23,000 telephones are connected to this system Grounds-wide.

**General:**
The University's e-mail standard is based on Internet standards: SMTP for message transport and IMAP for mailbox access; IMSP for remote configuration; and LDAP for directory access. POP based access to message stores is also supported.

In general, Internet-standards based products are used as opposed to proprietary systems whenever possible.
**Reporting:**
The University currently has an information warehouse utilizing ODBC compliant software such as BRIO Query with Oracle as the relational database. The warehouse utilizes: Oracle for the data base structure; Platinum's Repository Open Enterprise Edition software for the information catalog; and ODBC-compliant software such as BrioQuery for customer developed queries. The University also has an Operational Data Store (ODS) that is refreshed nightly from the Oracle ERP applications. The ODS uses Oracle as the relational database and EUL, and is primarily accessed via Oracle Discoverer Client version 4.

**Applications:**
The University currently operates an Integrated System of human resources/payroll, finance, purchasing, and grants systems on Sun Solaris8 servers running Oracle Database 9.2.06 and Oracle Applications 11.5.10.
Elements of the Current Student Information System

ISIS, implemented in 1990, is the University’s system of record for all students currently attending all undergraduate, graduate, and professional schools, as well as for those students attending classes through the regional centers of the School of Continuing and Professional Studies (SCPS). ISIS also contains the records of over 300,000 students who have attended the University since the late 1980s. Academic records, including accepted transfer credit for all University students, are contained in this system of record for the University. ISIS serves as the central repository for demographic information, as well as information and processes associated with student financial aid (depending upon the student’s level) and student accounts and billing.

ISIS is an on-line, real-time data system, which means that a change which occurs in one part of the system immediately updates all other parts of the system. Over 250 screens comprise the entire ISIS user interface; however, most users need to use only 25 of the inquiry screens. ISIS is also integrated with a significant number of other electronic systems across the University that provide data to ISIS on a regular basis in batch processes.

Prior to the implementation of the new mainframe and operating system, the ISIS database had a technical limit of 250 simultaneous connections. Under a new licensing agreement, that limit rises to approximately 1200 simultaneous connections, although ITC cannot determine a real maximum until the performance of the new mainframe and software has been benchmarked against the standards of the previous mainframe and software.

Demand for ISIS is highest from mid-morning (when use by students rises dramatically) through the afternoon. Students tend to use ISIS at all available hours and are the constituency most likely to be attracted to evening and nighttime use. Staff most often use the system during business hours. Faculty using ISIS may not be limited to business hours (no survey has been conducted on their use of ISIS), but their use that is tied to advising is likely to be conducted during business hours (during or immediately prior to advising appointments). The stress on ISIS during peak periods has been exacerbated by the push for web-based services. There has
been a significant expansion of services offered by ISIS on-line (bursar’s and registration holds, Virginia Student Academic Audit (VISTAA), grade reports, etc.) in response to demand from students and faculty.

Many other systems and functionalities across the University either receive information from or contribute information to ISIS, and the overall functionality of student business processes across the University to a great extent depends upon data stored in ISIS. Both vendor-supplied and home-grown systems across the University are used for functionality that is now expected by students, faculty, and staff. A list of coordinating projects for the University’s new student information system and a diagram of the current student system functionality and data flow are found in this Attachment.
Coordinating Projects:
Applications and Issues to Consider in Conjunction with the Implementation of
Campus Solutions 8.9

1. Coordinate the implementation and University-wide adoption of R25 in the context of the new student information system.
2. Recommend and prepare for a University-wide degree audit solution in the context of the new student information system. Review options and recommend a plan for the expansion of document management functionality or the implementation of a University-wide document management solution in the context of the new student information system.
3. Advise on the selection of a course evaluation solution and its relationship to the new student information system.
4. Develop options and a recommendation as to which course management solution—whether third party/off-the-shelf, proprietary, or open source—best meets the needs of the University in the context of the new student information system.
5. Consider the relationship between portal functionality for the new student information system and other extant University portals in the context of the new student information system.
6. Identify the activities necessary to assign non-SSN student IDs in the new student information system and plan for conversion of data in the context of the new student information system.
7. Create policy on acceptable use of current student, alumni, and parent data and determine which data elements from the new student information system should be made available to an Alumni/Development and Public Affairs system in the context of the new student information system.
8. Develop a strategy and define resources necessary for conversion of ISIS, departmental, and legacy data from other systems in the context of reporting needs and the new student information system.
9. Develop an institutional policy governing the consistent, acceptable use of credit cards for payment of student-related charges and develop options and a recommendation for a comprehensive E-Commerce solution in the context of the new student information system.
10. Establish email as the University’s official and primary mode of communication with students in the context of the new student information system.
Notes:

**Billing and Receivable System (BRS)** – Student Financial Services uses a home-grown application called BRS on the mainframe to generate financial hold, late payment fee, refund, and scholarship/fellowship files that are then processed into ISIS.

**SASAF** – This home-grown application on the mainframe is used by Student Financial Services and School of Continuing and Professional Studies; it allows these offices to place non-dollar holds on students. This application was written in a language called SAS/AF.

**SFS Fund** – This system is used to predict institutional funds required for Access UVa.

**SFS Track** – This system receives data from the Integrated System, IAS Dashboard reporting, ISIS, and internal SFS reports and is used to track different types of funds.