Request for Proposal

Enterprise Data Management and Reporting Systems

September 25, 2012

A VASCUPP Member Institution
Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia
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This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: [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. 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 in Section VI, Information about this RFP. Additional information can be found on Procurement and Supplier Diversity Services web site: [http://www.procurement.virginia.edu/pagehome](http://www.procurement.virginia.edu/pagehome)

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (the “University”), a Virginia public corporation, seeks an experienced firm(s) to provide one or more Microsoft (“MS”) Windows-based Enterprise Data Management and Reporting Systems. 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(s) 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.

The University reserves the right to award to different Selected Firms to respectively provide any part of the goods and services discussed in this RFP.
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

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 24,541 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 12,400 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.

The University invites firms responding to this RFP to submit proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals. The University will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met.
III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm(s) to include those goods and services (the “Services”) necessary to provide one or more MS Windows-based Enterprise Data Management and Reporting Systems (“EDMRS”) to help the University achieve the goals outlined in this RFP. In order to achieve these goals the Selected Firm(s) may be requested to provide the Services outlined in this section.

The EDMRS will be able to present and store real-time and historical process data from: Building Automation Systems (“BAS”) including Johnson Controls Metasys, and Automated Logic WebCTRL systems; electric power monitoring Supervisory Control and Data Acquisition (“SCADA”) systems including Schneider Electric ION; and a variety of other metering and controls systems. The data acquisition needs to include the ability to collect data via Open Platform Communications (“OPC”), BACnet, and Modbus devices residing on the University’s Ethernet, at a minimum, as well as the ability to interact with MS SQL server databases, web services, and Simple Network Management Protocol (“SNMP”). The EDMRS should have modules for displaying trend data and definitions, alarm data and definitions, alarm analysis, and management, energy analysis and management, utility billing, presenting tabular data, automated notifications (the ability to notify University personnel when certain pre-defined conditions are met), scheduling, mapping, and reporting. Reporting should be available using MS Reporting Services. The data collection and storage (database) needs to be a robust, historian level database, capable of full redundancy, able to permanently store, and provide access to, frequent data sampling from tens of thousands of points across all systems at the University. The EDMRS will need to be scalable to allow for future expansion at minimal cost.

The EDMRS will have provisions for multiple users to simultaneously access the data via the University network or the internet. The EDMRS needs to have the ability to display high-quality graphics, plot and trend data, and export the data into spreadsheets or other common database management applications for off-line analysis. The EDMRS should be able to conduct complex calculations and should allow for the users to create calculations and store the results of the calculations in the storage system or for ad hoc reporting. It is expected that the EDMRS may provide a different environment for creating or managing certain functions or aspects of
information collection and presentation for owners or power-users vs. more casual users whose primary interface is expected to be web-based.

The University prefers solutions which can house server software in a MS Server 2008R2/ MS SQL Server 2008R2/ MS IIS 7 environment and which can operate successfully as virtual server machines. The historian database is not required to be MS SQL Server.

A. Service and Support

The Selected Firm(s) will need to provide the Services necessary for full implementation of the EDMRS. The Selected Firm(s) will provide the following Services at a minimum:

• Installation, configuration, testing, training, and documentation.
• Assistance in obtaining and storing data from external and third-party sources such as local utility providers, governmental agencies, etc. This would be needed or useful for any prospective billing module.
• Assistance in defining alarms and trends from points on the University’s BAS, including incorporating building utility metering point data into any energy analysis module.
• Specialized training for up to five system administrators and up to ten “power users”. This training will be provided at the University. Some instructor led web-based or on-line training is permitted but some level of in-person training is required.
• Minimum one year warranty including maintenance and support with unlimited phone and email support. Phone support should be available 24/7.
• Listing and specifications for recommended hardware and software for optimum system performance.

For context, the University has approximately 100,000 physical inputs and outputs connected to its BAS in approximately 250 buildings. Only a portion of these points are currently permanently trended or alarmed. The University has over 1,100 internal meters that it maintains for University-supplied utilities such as steam, medium temperature hot water (“MTHW”), chilled water (“CHW”), and water and sewer, of which, about 75% are connected through the BAS. There are over 120 electric meters connected to the
University’s Schneider Electric ION system. There are approximately 700 external (vendor supplied) metering accounts for electricity, natural gas, oil, water, and sewer.

In addition to the initial implementation of the EDMRS, the Selected Firm(s) need to have a comprehensive, proven service and support capability which provides software updates, user support, and other support necessary for effective utilization of the EDMRS by the University.

B. System Requirements

The EDMRS will include features that enable users to easily and effectively utilize the data. The following are the minimum required features for the EDMRS:

1. Data Sources

   The EDMRS must be capable of gathering data from numerous sources including:

   - Building utility meters such as ION, Eaton, Shark, Square D, Flexim, and Controlotron (Direct connect via BACnet or Modbus, or using OPC to the meter data server).
   - SQL server databases including Oracle, Microsoft, MySQL, etc. (using native drivers or through Open Database Connectivity (ODBC).
   - Comma-delimited files.
   - Flat File Interface to existing utility usage files.
   - Web services.
   - Interface to the following Industrial SCADA and building control systems or protocols:
     - Johnson Controls Metasys - OPC, MODBUS or BACNet, ODBC, SOAP/XML or other proposed method.
     - Automated Logic WebCTRL- OPC, MODBUS or BACNet, ODBC, Simple Object Access Protocol/Extensible Markup Language (SOAP/XML) or other proposed method.
     - Schneider Electric ION Enterprise - OPC, MODBUS or BACNet, ODBC, SOAP/XML or other proposed method.

Most of the existing sources utilized by the University currently have security restrictions such as Windows Active Directory credentialing, firewall restrictions, domain controls,
etc. The EDMRS needs to accommodate all such security methods without major modifications to the existing security implementations. The EDMRS must not adversely affect the throughput, latency, effectiveness, or other functions of the applications/sources from which it obtains data.

2. Plotting/ Trending
   The EDMRS will include the ability to trend or plot selected data in the database. The software must allow for creation of trends, plots and saving configurations for later use. The trending software should provide the ability to trend current, archived, and calculated data simultaneously.

3. Displays
   The EDMRS will include the ability to create and customize display screens. These various custom display screens must be broadly accessible to the users of the EDMRS based on the user’s profile. The display software should allow for animation of key objects/data when certain conditions are met and also allow for viewing archived, calculated, and current data simultaneously.

4. Data Export and Third-Party Applications Interface
   The EDMRS needs to provide the ability to easily export data to various common third-party database management applications such as Microsoft Excel, MS SQL Server, and MS Access. The data export/interfacing software needs to be capable of accessing all data stored in the EDMRS.

5. Calculations
   The EDMRS must provide a means for calculating new (virtual) point values. The calculation software should include the following at a minimum:
   - Defining and storing dynamic and static variables.
   - Creating logic-based expressions and rules.
   - Creating, editing, and validating calculations.
   - A complete set of common mathematical functions such as sine, cosine, tangent, square root, etc.

6. User Access and Audit Trail
   The EDMRS needs to have a robust security features to prevent unauthorized access. The security software should include the following at a minimum:
   - Varying levels of access for users.
- Multiple user access simultaneously from the University network as well as the Internet.
- Recording data deletions, configuration changes, as well as the dates and times the changes were made within the system.
- Events and data should be tracked internal to the system and also have the ability to be easily accessed via a report.

7. Data Storage
The EDMRS will have a Data Storage subsystem which assimilates data from a multitude of data sources into a single, integrated system and presents this data to users and to other systems. The Data Storage subsystem must secure all received data, support analyzing the data, and should present data in a uniform manner regardless of the original data source. The same system should be used for both historical and real-time data. The EDMRS will be capable of initially storing values for 15,000 data points. The system should be easily expandable such that the same system is used to increase the purchased number of points without additional service cost to University other than the hardware and staff labor cost. The EDMRS will time stamp data values and store these values in a format that optimizes data storage space requirements. The EDMRS will provide the ability to configure individual points. The EDMRS will automatically compensate for the change to/from daylight savings time such that multiple data sets are not archived with the same time stamp. The EDMRS should allow stored events to be added and integrated into the storage system at any time, both before and after the current data set. The EDMRS will provide the ability to store up to five years of data online with no discernible (to the user) degradation in the speed of querying the database. The EDMRS should support collection of discrete data/manually entered data. Timestamps for events should be stored in Universal Time (“UTC”) but allow for users to view events in their local time zone. The Data Storage subsystem should include robust archive management features which give administrators flexibility and control in managing, moving, and maintaining user access to data. The EDMRS needs to be able to perform routine, scheduled, backups of the Data Storage subsystem.
8. **System Server Redundancy**

The EDMRS needs to provide full system server redundancy. This should include both the ability to collect data locally at interface nodes and store until the historical server is available as well as the capability to have a backup interface node and backup historical server to support seamless failover should an interface or the history server fail. The redundancy system should automatically synchronize the two historical server databases without the need for manual intervention. The redundancy system must automatically manage the client communications such that the client does not have to manually connect to the active primary historical database to retrieve information. The redundancy system should automatically manage any custom applications and interfaces that use the historian application program interface (“API”) such that the applications are automatically transitioned to the active primary server.

9. **Notification**

The Notification subsystem should be an enterprise-wide notification and analysis tool. This system should provide robust notification capabilities including visual alerts, audible alarms, and/or messages which are sent to users through a variety of mechanisms including, but not limited to, email, texting, voicemail, etc. The Notification subsystem should be able to serve as a primary alarming tool and/or augment existing alarming systems.

10. **Infrastructure Monitor**

The EDMRS should include monitoring capabilities to identify and help resolve events such as viruses and network failures. It must be able to monitor the overall health of the network and computer systems.

11. **Energy Management**

The EDMRS should include the ability to facilitate energy management throughout University facilities, including, at a minimum:

- Collecting local weather information from various sources – for example, National Weather Service, weather.gov or building specific weather stations.
- Providing the capability to correlate energy usage with weather or other data in the database.
• Analyzing equipment conditions with real-time monitored data.
• Calculating energy loads in the energy distribution systems.
• Displaying, for individual buildings, selected buildings, or any other custom configuration of facilities, real-time and totalized energy usage of (for example) steam/heating water, electricity, or chilled water during any selected period on custom dashboards or via creation of custom display screens.
• Providing a centralized location for the monitoring, analysis, and forecasting of energy supply and consumption across Grounds.

12. Open Architecture
The EDMRS should be based on an open architecture platform and should be licensed for unrestricted access to third-party and custom applications and interfaces.

13. Other System Features
In addition to the modules mentioned in Section III., Scope of Goods and Services, the following areas are of interest to the University:
• Mobile App for a touch-screen device such as an iPad.
• Greenhouse Gas reporting system (or converter in the energy management package).
• Continuous commissioning package (built in logic to identify system deficiencies, sensor failures, etc.).
• Measurement and verification package (ability to quickly set baseline utility consumption, import energy model data for comparison to actual).
• Benchmarking package to compare facilities at the University to each other, or to other, static data.

IV. 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 scope of the proposal offered and degree to which the firm’s proposal satisfies the requirements of this RFP as discussed in Section II., Background Discussion and Goals of the University, Section III., Scope of Goods and Services, and the breadth and quality of
software modules included, and the University's interest in issues of interoperability, broad-based access, and analysis;

B. The composition of the firm, including the key personnel committed to any resulting Agreement, the firm's relevant experience, qualifications and success in providing systems to peer customers, including references, and its training and support systems and personnel;

C. The firm's plan to provide excellent customer service throughout the term of any resulting Agreement, the overall quality of the Proposal, and the contractual terms which would govern the relationship between the University and Selected Firm;

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

E. 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

F. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

The University reserves the right to award to different Selected Firms to respectively provide any part of the goods and services discussed in this RFP.

V. Contents of the Proposal

Proposals should include information outlined in this section and as requested in Attachment 5, Enterprise Data Management and Reporting System Functionality Assessment. Copies of proposals must be sent to the Issuing Office, Procurement and Supplier Diversity Services, Carruthers Hall, and not to any other office or department whatsoever at the University.

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 a 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. Goods and Services

1. Describe how the firm plans to provide one or more MS Windows-based Enterprise Data Management and Reporting Systems (“EDMRS”) 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 responding to each paragraph and subparagraph in the order addressed.

3. Provide a detailed description of the warranty, service and support offered.

4. Give a detailed description of the data source interface capabilities of the overall system.

5. Provide a detailed explanation of the plotting/trending capabilities of the system.

6. Include detailed description and screen shots of the display capabilities of the EDMRS.

7. Explain the data export and interfacing abilities of the EDMRS.

8. Provide examples of the calculation capabilities of the EDMRS.

9. Give insight how the firm allows user access to the EDMRS and how the auditing reports of who access the system function.

10. Include a detailed description of the data storage and redundancy capabilities of the EDMRS.

11. Show examples of how the system’s notification functions.

12. Explain how infrastructure-monitoring capabilities of the EDMRS will help the University facilitate energy management.

13. Indicate system features as requested in Attachment 5, Enterprise Data Management and Reporting System Functionality Assessment, that provide desirable functionality for the University. Detailed descriptions of features indicated, whether provided or optional, need to be included with the firm’s proposal. Provide additional information as appropriate, for available EDMRS features not identified in Attachment 5, Enterprise Data Management and Reporting System Functionality Assessment.

14. The University invites proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals from firms. The University
will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in providing MS Windows-based EDMRS 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 similar systems and services. Specifically identify the name and contact information for the individual assigned to act as the coordinator for both the firm’s proposal and any subsequent responses required of the firm as a part of the RFP process.

3. Provide a list of at least three 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.

4. Provide a list of institutions of higher education with which the firm has signed a term contract.

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 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 the fees that will be charged for the goods and services. Ensure that fees are provided for all Goods and Services’ categories proposed by the firm.

2. Fully describe how licensing of software is accomplished for all software and hardware components (per point, per point displayed, per user, etc.) and provide an indication of expected annual costs for ongoing software renewal
3. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.

4. Describe how the University will benefit from cost savings by accepting the firm's proposal.

5. State the firm’s agreement to receive payments electronically via Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. Prior to contract award, the Selected Firm(s) will be required to contact the University’s Procurement and Supplier Diversity Services’ Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

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 have reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agree 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

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 2011 SWAM plan spend goal for firms certified by the Commonwealth of Virginia’s Department of Minority Business Enterprise (DMBE) is 40%. Targets for each business segment are as follows:

<table>
<thead>
<tr>
<th>Business Segment</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Enterprises</td>
<td>4.0%</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>5.0%</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>31.0%</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 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.

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, Office of the VP for Management and Budget’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: 9/25/12
- Preproposal Conference: 10/15/12
- Deadline for Receipt of Proposals: 11/05/12
- Oral Presentations/ Negotiations: 12/05/12, 12/07/12, 12/12/12
- Contract Award: 1/07/13

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:
Procurement and Supplier Diversity Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia 22904-4202

**NOTE: If RFP proposal is sent U. S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

Attention: Frank J. Messina, Buyer Specialist
Telephone: (434) 982-5879
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: fjm9g@virginia.edu

Any questions concerning this RFP will be directed to Frank J. Messina 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 Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@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 Monday, October 15, 2012, at 12:30 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 Rebecca Sims by email [pur-rfp@virginia.edu](mailto:pur-rfp@virginia.edu) no later than 12:00 p.m. *EDT* on Thursday, October 11, 2012 of the names, titles, and phone numbers of the individuals who will attend. Firms traveling to Charlottesville can go to the following website for travel arrangement assistance: [http://www.virginia.edu/placestostay/](http://www.virginia.edu/placestostay/)

D. Proposal Deadline

All proposals must be received at the Issuing Office by 3:00 p.m., *EDT* Monday, November 5, 2012. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University. One hard copy of each proposal must be provided in an individually, bound volume. Additionally, firms must include one complete original electronic version of the proposal on a CD-ROM or USB Flash Drive. All electronic proposal documents, whether originals or copies, should be formatted as a Microsoft Word document.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified as noted in Section VI.,J. of this RFP, Virginia Freedom of Information Act.

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 Wednesday, December 5<sup>th</sup>, Friday, December 7<sup>th</sup>, and Wednesday, December 12<sup>th</sup>.

Firms might need to present a webinar or presentation with University personnel demonstrating the features and capabilities of the EDMRS offered. The demonstration will be designed to last no more than two hours and needs to clearly demonstrate all features or capabilities of the proposed EDMRS including delineation of any optional, standard, or required features or capabilities not included in the vendor’s proposal.

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(s) 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 and Supplier Diversity Services for information, comments, speculation, etc.; and
2. Requests from any department at the University, or any employee of the University, with the exception of Procurement and Supplier Diversity 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(s) 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 and Supplier Diversity 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 first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make an award, the University will select the firm(s) 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 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(s) 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 citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm 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. 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 be treated as a trade secret or proprietary information, or otherwise be deemed confidential.
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 and Supplier Diversity 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 and Supplier Diversity Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690

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

The 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 (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.

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 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.
J. eVA Business To Government Registration
The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov) 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.

K. eVA Transaction Fee
The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at [www.eva.virginia.gov](http://www.eva.virginia.gov).

L. Unauthorized Alien Use.
The 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. The Selected Firm furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.
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 or similar
terms and conditions, for one additional two-year period 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 three 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. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm perform self-audits within reasonable parameters established by the University.

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.

Commercial General Liability:
The 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 and a $3,000,000 aggregate, with coverage for: premises/operations and products/completed operations.

Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $750,000 per accident, with coverage for: owned, hired, and non-owned automobiles operated by their 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.”

L. Use of Agreement by Third Parties
It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.
Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer their 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 entity 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 entity, and will not be considered in default of the 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.

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 the Selected Firm by the University's Director of Procurement and Supplier Diversity 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 at this web site: [https://vascupp.org/hem.pdf](https://vascupp.org/hem.pdf)
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:

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 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 9. G. 4 of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

Q. 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 thereof free and clear of claims of any nature by any third party including without limitation copyright or patent 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.

R. Payment Terms
The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: “5% 15/Net 30” would correspond to a 5% discount if paid in 15 days, otherwise net 30. 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. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

The Selected Firm agrees to receive payments electronically and provide any additional discounts that may result from paying electronically. The firm will contact the University’s Payment Processor Specialist group in Procurement and Supplier Diversity Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email: [uva-prs-boa@virginia.edu]]. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

S. Future Goods and Services
The University reserves the right to have the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related 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 favored nations pricing, terms, and conditions.

T. 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, the 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 the 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 the Selected Firm to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the 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.
Attachment 3  
Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments 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 and Supplier Diversity 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 and Supplier Diversity Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity 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 and Supplier Diversity 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 and Supplier Diversity 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 and Supplier Diversity 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 and Supplier Diversity 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 and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and the Selected Firm mutually agree.

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

H. Nothing in this Attachment 3 will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement; provided, the Selected Firm may not file such claim unless and until it has complied fully with the procedure set forth in this Attachment 3.
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 a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

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. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. 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,

Colette Sheehy
Vice President for Management and Budget
### Attachment 5

**Enterprise Data Management and Reporting System Functionality Assessment**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Included In Proposal</th>
<th>Available as an Option</th>
<th>Not Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data trends will be fully adjustable. Users will be able to rescale both axis, re-label both axis, zoom in on data by rubber-banding the data. Once a trend is configured and saved by the user, the graph will not change when the graph is viewed at a later date unless the user redefines the graph attributes.</td>
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<tr>
<td>The subsystem should allow data trends to be saved in both relative and non-relative time such that a trend can be saved for a particular period in time or it can be saved so that when recalled it can display the current time back a set period of time (1 day, 1 month, 1 year....).</td>
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<td>The subsystem should be able to plot up to 10 point ID’s on a single trend.</td>
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<td>The trending software should be capable to do trend overlays and multi x axis/multi y axis plots.</td>
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<td>The subsystem should provide both a thick or traditional client for trending and graphical screen display that is non-web based for high power users and a web based client package for trending and graphical display using a web browser for general purpose users and management.</td>
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<tr>
<td>The trending software should provide the ability to ad-hoc plot raw data, average data, sampled data, interpolated or min/max data over a user defined sample period and time range.</td>
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<tr>
<td>The trending software should natively provide for dual x axis plots to compare one time range against another while laying the data over the top of each other. It should be capable of doing this without the need to write custom scripts or code and it should be possible to compare up to 4 different time periods on the same plot simultaneously.</td>
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<tr>
<td>The trending software should provide for the ability to create waterfall graphs so that trends flow from top to bottom instead of right to left. This functionality is desired to have the same effect and graphical display as chart recorders.</td>
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<tr>
<td>The trending software should allow the user to ad-hoc trend calculated values. (ex. Trend Point A and Point B for a historical time period and then also trend (A+B) on the same plot when A+B is not a calculated point in the system).</td>
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<tr>
<td>The subsystem will provide a development tool to develop customized display screens. This tool should be licensed so that all users of the software with sufficient privileges can simultaneously develop their own display screens.</td>
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</tbody>
</table>
The subsystem should include an advanced graphical symbol library of commonly used objects (pumps, motors, air handling equipment and duct sections, BAS sensors, etc.). It will be possible to animate (change color, flash, etc.) these objects based on their value or quality (high alarm, low alarm, etc.).

The subsystem will include the ability for all client users to access and view screens stored on the main historical server with the proper security authorization.

The subsystem should allow the user to easily play back through the data on graphical display screens. The playback should support forward, reverse, fast forward, and fast reverse.

The historian should include an advanced tool for creating grid displays such that the user, without scripting or custom programming, will be able to display updating grids (in place or scrolling) of values, timestamps, descriptions, and other descriptive information. An example would be a grid of 10 columns and 15 rows. The first column would be labeled Time. Each additional row would be labeled with the Tag Name. The second row would have the most recent values and timestamp for each Signal Tag. The third row would show signal values and timestamp from 5 seconds ago, and so on for the other 12 rows. Every screen refresh, a new set of values would be inserted in row 2 and the rest of the rows shifting down with the oldest sample going away.

The subsystem will provide the ability to easily export data to Microsoft Excel and should include the ability to directly link from trends of data to Excel spreadsheets of the data.

The system should include the ability to generate customized reports in Microsoft Excel.

The subsystem will provide a means for calculating new point values. Calculated points will automatically sequence execution such that dependent calculations are executed in the correct sequence.

The calculation tool should include the ability to define static variables.

The calculation tool should include the ability to define logic based expressions. (if, then, else,...)

The calculation tool will include a standard math library.

The calculation tool should allow the user to easily define the calculation frequency.

The calculation tool should allow the user to define and execute new mathematical expressions without having to stop and restart the calculation service.

The subsystem should allow an operator to quickly define (within 1 minute) an operator aid alarm set-point on any point.
<table>
<thead>
<tr>
<th>Security and password settings will be provided to minimize the possibility of system destruction or degradation or unauthorized access.</th>
</tr>
</thead>
<tbody>
<tr>
<td>It should be possible to limit user access to data points on a point by point basis based on the user login and password.</td>
</tr>
<tr>
<td>The system should provide a fully featured API allowing access to the data archive and this will be included in the licensing of this product.</td>
</tr>
<tr>
<td>System will include all licensing to use the API to deliver data in other custom built applications.</td>
</tr>
<tr>
<td>The subsystem should be based on an open architecture platform and should be licensed with unrestricted access by third party applications and interfaces.</td>
</tr>
<tr>
<td>The subsystem should provide a tool to develop and/or modify threshold parameters for data points.</td>
</tr>
<tr>
<td>The subsystem will time stamp data values and store these values in a highly efficient format for storage and retrieval.</td>
</tr>
<tr>
<td>The subsystem should provide the ability to individually set the time period that a point will be archived for.</td>
</tr>
<tr>
<td>The subsystem will provide the ability to automatically push a point to historian based on a specified time period and as well as a change in value.</td>
</tr>
<tr>
<td>A single archived 'point’ should include the timestamp and both a process value and a status/quality code.</td>
</tr>
<tr>
<td>The subsystem should provide the ability to define engineering units for all numerical points.</td>
</tr>
<tr>
<td>The subsystem database should maintain the full accuracy of the original process values while any compression is turned on. (i.e. not use variable sampling compression technologies that will not store the data in its original collected resolution).</td>
</tr>
<tr>
<td>Please provide the storage capacity required to store 15,000 analog values every 10 seconds and the requirement is to store all data changes (no variable sampling) for one year.</td>
</tr>
<tr>
<td>Data should be stored in a compressed format and in a non-relational database allowing many years of high frequency data to be stored on a single server.</td>
</tr>
<tr>
<td>The historian software will compensate for the change to/from daylight savings time such that multiple data sets are not archived with the same time stamp.</td>
</tr>
<tr>
<td>The subsystem should be able to timestamp data at a 1ms resolution.</td>
</tr>
<tr>
<td>The subsystem should have a minimum point ID length of 50 characters.</td>
</tr>
<tr>
<td>The subsystem should have a minimum point description length of 100 characters.</td>
</tr>
</tbody>
</table>
The subsystem should allow archive events to be added to the archive system at any time—both after and before the current data set (append and prepend historical events).

Adding new point ID’s to the system will not adversely impact the existing archived database nor its access by users. It should be possible to add points to the system without the need to stop and restart the system.

The archive subsystem should be able to list all archived events between two date/times in chronological order including analog transactions.

The subsystem should include e-mail, cell, and pager notification services to notify system engineers on point events.

The subsystem should allow for simple and complex defined calculations or expressions to trigger the notifications.

The archive subsystem should include the ability to view and fully interact with graphical displays through the web. (i.e. link from display to display, export data to excel, view data updating in real-time, maximize trends, zoom in on trends by rubber banding the data,….).

The archive subsystem should include the ability to easily create, save, and view trends through a web browser.

The subsystem should provide for the ability for each user to save their common point searches for reuse without retyping the search criteria.

The subsystem should provide for the ability to save point searches into a “Favorites” folder.

The Favorites folder hierarchy should be configurable by the user. All Web clients should be able to save personalized trends, graphical screens, and reports.

Software will allow the system to be configured with full system redundancy. This will include both the ability to collect data locally at interface nodes and store until the historical server is available as well as the capability to have a backup interface node and backup historical server to support seamless failover should an interface or the history server fail.

The software redundancy should automatically synchronize the two historical server databases without the need for manual intervention or custom scripts.

The software redundancy will automatically manage the client communications such that the client does not have to manually connect to the active primary historical database to retrieve information.

The software redundancy will automatically manage any custom applications and interfaces that use the historian API such that the applications are automatically transitioned to the active primary server.
The system should include the ability to alias point names so that a single point reference can have multiple names by which it is accessed. This can also be used as point names change so that users can access data points by the new name or legacy point name.

The system should include an object database so that data can be organized and accessed via a object model (meta data) structure and format. This should allow users to create objects and then access this data on an object basis without the need to understand the specific point ID’s or data sources. This allows a user to create a hierarchy and then generically access data by (substation, component (transformer), attribute (Voltage, Current, Freq., etc.),… This supports the ability for users to create display screen, trend and report templates that can then use the model information for accessing specific component or site instances.

This historian object database should be able to reside in MS SQL Server for simplified administration and maintenance.

The historian software should provide the ability to store up to five (5) years of data online with no degradation in the performance for the fast query ability of the database when compared to having only a few weeks of data in the archive.

The historian software will include a Web Services API for integration with other systems.

The historian software should be able to configure logic based business rules that combine multiple data points to trigger an event.

There should be template MS Reporting Service reports available via the web that can be ad-hoc configured.