Request for Proposal

Undergraduate Admissions
Recruitment Management System

February 15, 2012

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

A VASCUPP Member Institution
I. GENERAL INFORMATION

Request for Proposal (RFP) Name: Undergraduate Admissions Recruitment Management System (UARMS)

RFP Number: MW021512

Issue Date: February 15, 2012

Brief Description: The University of Virginia (“University”) is seeking a firm to provide a recruitment management system for its undergraduate admissions office.

RFP Schedule

● Preproposal Conference Call: An optional Preproposal Conference Call will be held on Tuesday, February 28, 2012 at 9:00 a.m., EST. The purpose of the Preproposal Conference Call is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP. **The conference call number is 866-842-5779 and the access code is 4033557621.** If you know of any questions that you have prior to the Conference, please submit them to the buyer listed below via email by Friday, February 24, 2012, to ensure we have the appropriate University personnel at the Conference to answer the questions.

● Proposal Due Date: Wednesday, March 14, 2012 by 3:00 p.m. EST. Please send seven copies of your proposal in to the address listed below. In addition, please send a copy of your proposal via email to the buyer using the contact information in the box below. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

Note: 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 by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure.

● Oral Presentations/Negotiations: Oral Presentations are tentatively scheduled for the week of April 19 – 13, 2012. Negotiations, if needed, are tentatively scheduled for the week of May 1 – 4, 2012.

● Expected Award Date: June 15, 2012.

Term of Agreement: The expected term of a resulting Agreement will be for two years, with the ability to renew on the same or similar terms and conditions, for five additional one-year periods.
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 its 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.

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

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

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 24,000 plus 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.

The University’s Office of Undergraduate Admissions (OUA), which has played a major role in the University’s success, employs 20 full-time professional staff and exclusively uses an on-line admissions application provided by the Common Application. The University’s campus wide system is Peoplesoft 9.0.

The University seeks a system to serve both as a database and as a Customer Relationship Management (CRM) tool that will support the recruitment efforts of the OUA. The system should be a web-based CRM that will allow OUA to organize and track inquiries made during the admission process; track prospective student, organization, guidance counselor and parent data; manage and measure communications sent to all constituents; manage admission recruiter travel and event schedules; manage on- and off-campus event creation, posting events to the web, and tracking registrations; and report recruitment statistics.

As student information is received, the system should facilitate UOA’s ability to customize communication plans by desired attributes as defined by OUA and to analyze the effectiveness of multi-channel communication campaigns. In addition, statistical data reporting will be used to inform recruitment travel, and further refine market development.

The successful CRM tool will need to demonstrate efficiency for staff by streamlining routine data entry tasks, having a high ease of use for all technical skill levels, requiring no additional IT staff resources, and requiring minimal maintenance once implemented.

The University will require all criteria in this RFP relating to communications, student management, event management, travel management, reporting tools and data transfer to be operational at the conclusion of initial implementation.

III. SCOPE OF GOODS AND SERVICES

It is the University's intent to enter into an Agreement with the Selected Firm to provide an UARMS to serve both as a database and as a CRM tool that will support the recruitment efforts of the admissions office to help the University achieve its goals as outlined in this RFP. In order
to achieve this goal, the Selected Firm may be requested to provide a product with the capabilities as outlined in this section.

A. General Requirements
1. Ability to support multiple addresses (postal and electronic) and phone numbers.
2. Ability to support SMS/text messaging.
3. Ability to support opt-in/opt-out indicators, real-time address verification or address-cleansing capabilities including auto-fill city/state based on ZIP code.
4. Ability to provide flexible and customizable identification of duplicate records.
5. Ability to define, store, and retrieve custom data elements and numbers.
6. Ability to permit the recording of parent name and address information and associating same with prospect/applicant records.
7. Ability to provide a query/filter tool available on all tabs/pages to search on all criteria.
8. Compliance with all aspects of the Family Education Rights and Privacy Act (FERPA).

B. Technical Specification and Product Infrastructure
1. Ability to upgrade to current releases while maintaining customization.
2. Ability to allow for forms and applications be developed with drop-down lists or other options built from data housed in another database.
3. Ability to import data from Peoplesoft to the firm’s system.
4. Ability to provide mobile application support for SmartPhones and tablet computers.
5. A granular security model to provide limited access to individuals.
6. Ability to manage high school/organization records including correspondence, events, and other custom data elements.
7. Ability to provide regular updates to high school College Entry Examination Board (CEEB) codes.
8. Ability to uniquely identify and track a person without using social security number.

C. Travel Management
1. Ability to assign prospects/applicants to admissions counselors based upon College Board Geo Market codes or other search vendor market codes.
2. Ability for admissions counselors to schedule visits by using high school and community college data and merge this data with an automatic communications campaign.
3. Ability for system link from travel schedules to calendar systems and external mapping/directional web services.

D. Events Management
1. Ability to manage campus visits and itineraries (both by individual and by group)
2. Provide event calendars and schedules.
3. Ability to create forms with a choose-the-date option.
4. Provide automatic event communications (for example: reminder emails,
confirmation emails, and directions).

5. Ability to track event status (for example, planning, occurring, canceled, and occurred) and control event registrations by using this information.

6. Ability to track prospects and accompanying guests separately but use both for capacity management.

7. Ability to create a waitlist for campus events once capacities have been reached.

8. Ability to create event documents (for example, check-in lists, nametags, personalized agendas).

E. Communication, Online Portals

1. Ability to build and execute unique communication plans for prospective students, parents, counselors, and other influencers, including the use of targeted emails, direct mail campaigns, newsletters, or other forms of communication.

2. Provide communication plans that include optional tracks depending on a prospect’s behavior (submits an application or a deposit, for example).

3. Ability to generate individualized, ad hoc communications.

4. A system that allows for “rule” based communications determined by recipient’s attributes and activities.

5. Ability to send text and HTML messages, and to track authorization from students who elect to receive such messages.

6. Ability to store multiple emails (including HTML) and letter communication templates.

7. Ability to link actual communication documents directly to student records (emails, publications, etc.).

8. Ability to track who opens, clicks through or responds to an email message.

9. Ability to generate other communication based on a constituent’s email responses or activity.

10. Permits prospective students to opt out of receiving particular communications or to designate a specific mode or modes of communication (for example, email rather than telephone).

11. Provides an analytics package to analyze the effectiveness of campaigns and individual communications.

12. Permit prospective students to submit and update demographic, biographic, and/or academic data.

13. Ability to integrate with social media.

14. Ability to integrate with the University’s undergraduate admissions website (Drupal platform).

15. Chat and blog features for prospective students to communicate in real time with admissions counselors.

16. Ability to schedule calls, tailor scripts to specific audiences, and manage call history lists.
18. Allows users to track, code, and add comments to individual student records.
19. Provides reports to gauge call effectiveness, call results, length of calls, and calls made per counselor – during a specific time period or for a particular campaign.

F. Reporting Tools
1. Provide management reporting tools that can easily be developed and executed by admissions staff without help from IT.
2. Provide dashboard for reporting – reports must be able to be customized.
3. Provide recruitment personnel the ability to generate canned and customized reports.
4. Provide for generation and archiving of daily funnel tracking reports for year-to-year comparisons based on specific dates (for trend analysis).
5. Provide a mechanism to schedule, run, produce, and output via email reports in batch mode at future dates and times when appropriate (report scheduler).
6. All system data fields, including custom fields, fully accessible for reporting purposes.

G. Data Transfer
1. Ability to import purchased prospect data from various third-party vendors.
2. Ability to export a list of addresses for bulk mailings.
3. Ability to use active directory authentication for single sign-on.
4. Ability to build custom imports and exports.
5. Ability to schedule the time of imports and exports and the directory location to be used.
6. Ability to automate all imports and exports.
7. Imports and exports available to interface admissions data with the University’s various data systems (Peoplesoft, EPS, etc.).
8. Integration possible in real time or in batch mode.

H. Information Security
1. Provide a session timeout feature which will serve to terminate an authenticated user's session after a specified period of time.
2. Provide an audit that shows who changed information and when.
3. The ability to encrypt data transmissions using SSL with a minimum key length of 128 bits.
4. Provide a granular, role-based security system permitting system administrators to restrict access to information FERPA information on a need-to-know basis using an individually assigned user name and password.
IV. CONTENTS OF PROPOSAL

Proposals should include information requested in this section and presented in the order as outlined. Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firms’ lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information:

A. A brief history of the firm. Include the name of the firm’s primary contact during the RFP process, to include phone numbers and email address.

B. Goods and Services
   1. Provide an overview of the proposed product/solution and discuss/describe the product’s ability to meet the requirements as set forth in Section III, Goods and Services. Please address each item in Section III in the order presented.
   2. Provide a general description for each of the following technical aspects of the product:
      a. Database
      b. Server environment
      c. Network
      d. Desktop platform
      e. Desktop software
      f. Authentication and authorization
      g. Browser compatibility (both administrative and client side)
      h. Use of web services in the system and in integration with other systems
      i. Delivery of software modifications and enhancements
      j. Data archiving and purging
   3. Provide the following:
      a. Describe available security measures of the system.
      b. Describe encryption of data in transit and at rest.
      c. Describe data backup features and location of backup sites.
      d. Describe security breach protocols.
4. Describe your implementation approach and address each of the following:
   a. The timeline from award date.
   b. Any challenges that should be addressed before implementation.
   c. How installation is performed.
   d. Test systems available for realistic testing prior to product launch.
   e. Actions or decisions that can be made to accelerate implementation or reduce costs.
   f. Description of Selected Firm roles and responsibilities.
   g. Description of expected roles and responsibilities of University staff.
   h. Quality assurance and methodologies used to insure expected results.

5. Describe the customer service/support that will be provided and include any optional support available. Also discuss users/clients community and what resources are provided to clients (listserv, knowledge base, users conference, best practices, review panel for setting product enhancement priorities, etc.)

6. Describe the training opportunities available to include:
   a. Schedule of future training sessions
   b. Location of future training sessions.
   c. Post-implementation training opportunities.
   d. Examples and description of user guides and application documentation.

C. Provide at least three references where similar Goods and Services to institutions of higher education have been provided. Include the name of the firm / organization, the year the project was implemented, the complete mailing address, and the name of the contact person and its telephone number and email address.

D. Financial Proposal
   1. The firm’s proposed fee for providing the Goods and Services. Provide separate pricing for specific components of the project, to include implementation fees, annual maintenance fees, etc.
   2. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.
   3. Describe how the University will benefit from cost savings by accepting the firm's proposal.
   4. 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. For more information about these payment methods, reference the contractual provision in Attachment 2 regarding this subject and also this link:

   [http://www.procurement.virginia.edu/pagepaymentmethods](http://www.procurement.virginia.edu/pagepaymentmethods)
E. Contractual Arrangements

1. 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 (with any proposed modifications), and agrees that these provisions will become a part of any final agreement.

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

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

4. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at [http://www.vcu.edu/procurement/coopcon.htm](http://www.vcu.edu/procurement/coopcon.htm).

F. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement. For more information about SWAM and the University’s SWAM plan, please refer to Attachment 3 and this site: [www.procurement.virginia.edu/main/publicpostings/RFPSWAMPlan.pdf](http://www.procurement.virginia.edu/main/publicpostings/RFPSWAMPlan.pdf). Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

NOTE: 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.

V. BASIS OF SELECTION

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

A. The firm's plan to provide the University with the goods and services as described in Section II, Background Information, and Section III, Scope of Goods and Services;
B. The firm’s experience in providing Goods and Services similar to those described in this RFP, to include the firm’s references from clients;

C. The firm’s financial proposal;

D. The contractual terms that would govern the relationship between the University and the Selected Firm;

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

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

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

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

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described within, certain matters will automatically be deemed part of the proposal.
VI. TERMS AND CONDITIONS

This solicitation and any subsequent award are subject to:

A. The University’s Mandatory Contractual Provisions, Attachment 1. Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

B. The University’s Preferred Contractual Provisions, Attachment 2. Unless a firm expressly and specifically states its exception to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.

C. The University's Procedure for Resolution of Contractual Claims

D. The Selected Firm registering as a vendor with the University of Virginia.
   [https://www.procurement.virginia.edu/pagevendorregistrationform]
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 or 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
University of Virginia
P.O. Box 400202
with a copy (which will not constitute notice) to:
Office of the General Counsel
University of Virginia
P.O. Box 400225
Charlottesville, Virginia 22904-4225
Fax: 434-982-3070

If notice concerns a Security Breach:
Shirley C. Payne
Assistant VP for Information Security, Policy, and Records
University of Virginia
P.O. Box 400898
Charlottesville, Virginia 22904-4898
Phone: 434-924-4165
Fax: 434-243-9197
Email: payne@virginia.edu

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 this 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 this Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

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

J. eVA Registration
The eVA Internet electronic procurement solution 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 and 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 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.

K. 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 this Agreement, it will not knowingly employ an unauthorized alien.

L. 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 this Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. If the firm will be providing these types of services, a copy of the license must be furnished to the University or VASCUPP member institution.
A. Payment Terms
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® (ghost card) method of electronic payment or BoA’s PayMode® (direct deposit) payment method of electronic payment. For more information go to this link: [http://www.procurement.virginia.edu/pagepaymentmethods](http://www.procurement.virginia.edu/pagepaymentmethods).

For ePayables, the payment term is Net 20. For PayMode, the payment term is 25% 15/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.

B. 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 this Agreement or price changes.

C. 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.

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

E. 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.

F. **Non-Appropriation**

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

G. **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.

H. **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.

I. **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 its 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, with coverage for: premises/operations and products/completed operations.

*Cyber Risk Insurance:*

The selected Firm and any Subcontractor will maintain a minimum of $1,000,000 per occurrence of Cyber Risk insurance to include privacy injury liability as well as data breach exposures.
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 accident, with coverage for: owned, hired, and non-owned automobiles operated by its employees.

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

J. 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 this Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. The Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with the Selected Firm and will fully and independently administer its use of this 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 this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

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

K. 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.

L. 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.
M. 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

N. 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: 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.”

O. 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 that has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

P. Future Services
The University reserves the right to have the Selected Firm provide additional goods and/or services that may be required during the term of this Agreement under the same pricing, terms, and conditions. Such additional 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 Services will be provided to the University at favored nations pricing, terms, and conditions.

Q. Ordering Procedures
The University does not place verbal orders for the Services. The University may place orders for the Services by issuing a formal written Purchase Order in advance of Selected Firm’s provision of the Services. Accordingly, at the University’s request, the Selected Firm will issue a proposal/quotation listing the 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 Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm provides 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.

R. Confidentiality
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. It is disclosed to a third party by the disclosing party with an obligation of confidentiality; or
5. It is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
6. 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.

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

The Selected Firm warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Selected Firm, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

T. 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.
U. **Data and Intellectual Property Protection**

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

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

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

4. Data Security
   a. The Selected Firm will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Selected Firm’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, the Selected Firm warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.
   b. The Selected Firm will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.
5. Employee Background Checks and Qualifications
   a. The Selected Firm will ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement including but not limited to all terms relating to data and intellectual property protection.
   b. If the Selected Firm must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm as having the potential to affect the accuracy of the University’s financial statements, the Selected Firm will perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

6. Data Authenticity and Integrity
   The Selected Firm will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible for ensuring that University Data, per the Virginia Public Records Act, “is preserved, maintained, and accessible throughout its lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”

7. Security Breach
   a. Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, the Selected Firm will notify the University, fully investigate the incident, and cooperate fully with the University’s investigation of and response to the incident. Except as otherwise required by law, the Selected Firm will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
   b. Liability. In addition to any other remedies available to the University under law or equity, the Selected Firm will reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the
payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

8. Response to Legal Orders, Demands or Requests for Data
   a. Except as otherwise expressly prohibited by law, the Selected Firm will:
      - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Selected Firm seeking University Data;
      - consult with the University regarding its response;
      - cooperate with the University’s reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
      - upon the University’s request, provide the University with a copy of its response.
   b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by the Selected Firm, the University will promptly provide a copy to the Selected Firm. The Selected Firm will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University’s reasonable requests in connection with its response.

9. Data Transfer Upon Termination or Expiration
   a. Upon termination or expiration of this Agreement, the Selected Firm will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University will occur within a reasonable period of time, and without significant interruption in service. The Selected Firm will ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, the Selected Firm agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm might have transferred University data. The Selected Firm agrees to provide documentation of data destruction to the University.
   b. The Selected Firm will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to the Selected Firm’s facilities to remove and destroy University-owned assets and data. The Selected Firm will implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Selected Firm will also provide a full inventory and configuration of servers, routers, other hardware, and
software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. The Selected Firm will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. Audits
   a. The University reserves the right in its sole discretion to perform audits of the Selected Firm at the University’s expense to ensure compliance with the terms of this Agreement. The Selected Firm will reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm must create, obtain, transmit, use, maintain, process, or dispose of University Data.

   b. If the Selected Firm must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm as having the potential to affect the accuracy of the University’s financial statements, the Selected Firm will at its expense conduct or have conducted at least annually a:

   - American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm’s security policies, procedures and controls;

   - vulnerability scan, performed by a scanner approved by the University, of the Selected Firm’s electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and

   - formal penetration test, performed by a process and qualified personnel approved by the University, of the Selected Firm’s electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

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

11. Institutional Branding
   Each party will have the right to use the other party’s Brand Features only in connection with performing the functions provided in this Agreement. Any use of a party’s Brand Features will inure to the benefit of the party holding intellectual property rights in and to those features.
12. **Survival**  
The Selected Firm’s obligations under Section 9 will survive termination of this Agreement until all University Data has been returned or Securely Destroyed.

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

W. **No End User Agreements**  
This Agreement is the entire agreement between the University (including University employees and other End Users) and the Selected Firm. In the event that the Selected Firm enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements will be null, void and without effect, and the terms of this Agreement will apply.

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

The 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 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 The University. 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