Oracle 11i Upgrade Services

April 14, 2003

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Oracle 11i Upgrade Services  
Request for Proposal #SH041403  
April 14, 2003

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

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks an experienced firm to provide Oracle 11i upgrade services. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth and the University encourage firms to provide for the
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 over 23,500 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 12,000 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.

In December 1999, the University began implementing an enterprise resource planning system from Oracle Corporation. The University used BearingPoint, Inc. (formerly KPMG) as the primary consulting firm for its implementation. Financial applications were deployed in July 2001, and Human Resources and Payroll applications were deployed in October 2002. The University implemented a “Project Centric” system, wherein the Oracle Grants Accounting application serves as the initial repository for all participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.
University expenditure information. This information derives from the Oracle Purchasing, Accounts Payable, Labor Distribution, and Order Entry/Inventory applications, as well as interface files from external sources.

There are currently a total of 1,945 users of the system (excluding Employee Self Service). The number of users by application may be viewed in Attachment 1, Oracle Users by Application.
The University has deployed the following Oracle applications and technical foundation modules:

- Accounts Payable
- Accounts Receivable
- Cash Management
- Fixed Assets
- General Ledger
- Grants Accounting
- Order Entry/Inventory
- Labor Distribution
- Training Administration
- Payroll
- Human Resources
- Purchasing
- Employee Self Service
- Tutor
- Oracle Application Server
- Oracle Database
- Technical Foundations
- Time Management
- Discoverer

The production environment is summarized in the following attachments:

- Oracle Applications, Version and Patch Set Level – Attachment 2
- University Integrated System Technical Infrastructure – Attachment 3
- List of Customizations to Oracle Code – Attachment 4
- Customizations for Interfaces and University Developed Software – Attachment 5
- Profile of Custom Reports – Attachment 6
- Third Party Software Packages – Attachment 7
The University has established an Integrated System Application Support Center (ASC) which manages the administrative information system for all Oracle financial and human resources/payroll activity at the University. There are currently 37 fulltime staff available to support both the upgrade and the Oracle production environment (see Attachment 8, Current Integrated System Production Staffing).

A sample of critical University processes supported by the ASC include:

- Monthly closing of books
- Monthly submission of financial information to Commonwealth of Virginia
- Daily cash settlement to Commonwealth of Virginia
- Eighty-six separate payrolls per year (combination of semi-monthly, bi-weekly, and monthly payrolls)

Approximately 40 batch processes, primarily financial, are run nightly, Sunday through Friday. The approximate run time is 8-10 hours. Production management processes have been established as follows:

- Security for Oracle Access – Attachment 9
- Operational Data Store (ODS) Refresh Process – Attachment 10

The majority of the application users normally use the system between 6:00 a.m. and 6:00 p.m. (Monday through Friday). There are times throughout the year when weekend and evening access is required.

Documentation is managed using University and Oracle tools and templates for set-up (BR100, BR110) and technical design (the MD and CV series). Project management is facilitated using an issue-tracking tool.

A number of initiatives critical to the University’s strategic plans for its administrative information system are now dependent on an upgrade to the next version of the Oracle software. These initiatives include the implementation of a new student information system, Oracle Grant Proposals, the transition to a Data Warehouse, and the implementation of new functionality.
The University seeks to upgrade all Oracle applications listed above and achieve, in combination with the Selected Firm’s services, the “End State” described in part by these essential project objectives:

1. The University will be operating on the most current appropriate released version of the Oracle 11i applications, 9i database, 6i tool set, Discoverer, and Sun Solaris operating system.

2. The University end user community will be fully trained to successfully operate within the new 11i application environment prior to go live.

3. The University production support team (ASC) will be completely knowledgeable, functionally and technically, on how to operate and support the 11i environment prior to go live, to include implementation, testing, and migration of future patches in all areas of the technology stack.

4. Current extensions and customizations to the Oracle applications (to include all Oracle and Discoverer reports and workflows contained within the current 11.03 environment) will be evaluated to determine whether they would be impacted by the upgrade. Where there is any impact, changes will be identified, functional and technical documentation updated, changes made and fully unit and integration tested, and migrated to production at go live.

5. All necessary third party software will be either provided or upgraded (as appropriate) to ensure compatibility, stability, and full functionality within the Oracle 11i environment.

6. Areas representing differences between 11.03 and 11i functionality and technology will be identified, and business processes, reports, customizations, and training materials redesigned accordingly.

7. All required existing Oracle data will be converted.

8. There will be a stabilized 11i application production instance in which it has been determined that the upgrade was completed successfully and completely and is performing according to University expectations.
The objectives listed above are not meant to constitute an all-inclusive list for achievement of the desired End State. The Selected Firm will be expected to identify any additional objectives and perform corresponding services, as coordinated with the University, which are necessary to achieve the desired End State.

The goal of the University’s 11i upgrade effort is to upgrade the Oracle applications environment in a manner consistent with all elements of prevailing best practices for Oracle upgrades.

In preparing this RFP, the University has accordingly attempted to include as much information about the desired End State and the elements that firm’s should include in their proposals as indicated in Section V, Contents of the Proposal. However, the University has never upgraded its Oracle application environment and, therefore, does not profess to be expert in the area of the planned endeavor. Therefore, firms are expected to suggest additions, changes, or deletions to both the elements of the desired End State and their corresponding proposal in order that the resulting 11i upgrade effort is conducted consistent with prevailing best practices. The results should be a proposal and work plan that include all tasks required to complete the 11i upgrade effort in a manner consistent with prevailing best practices.

Since the University only recently installed the Oracle 11.03 applications, the 11i upgrade effort will be as close to a pure “technical only” upgrade as is possible. This means that during the upgrade effort, the University will not reassess any current Oracle business processes and will only change existing processes or functionality if they are mandatory requirements for any upgrade to the 11i application environment (e.g., the migration for Oracle Time Management to Oracle Time and Labor).

In moving from the 11.03 to 11i Oracle application environment, the University is seeking creative proposals that both reduce risk and minimize cost for the 11i upgrade effort. While firms must submit proposals that are consistent with the goals and objectives of this RFP, the University expects to receive proposals that represent a variety of proven approaches to the upgrade process. At one end of the spectrum, a firm
may propose that the firm’s personnel provide the majority of the upgrade services off-site. At the other end of the spectrum, a firm may propose to provide guidance and support with the majority (or all) of the work steps to be completed by University personnel. Firms may provide proposals for more than one solution.

While the University’s intent is to contract with one firm for 11i upgrade Services, firms may desire to include resources from other firms (as subcontractors to the firm submitting the proposal) in their response to this RFP.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks a firm experienced in Oracle 11i upgrades to upgrade the University’s Oracle e-Business suite of applications from Release 11.03 to Release 11i.

III. Scope of Services

It is the University's intent to enter into an Agreement with the Selected Firm for Oracle 11i upgrade services to include those services necessary to assist the University achieve its goals, including the desired End State, outlined in this RFP (the “Services”). In order to achieve this goal, the Selected Firm may be requested to provide those Services, in collaboration with University staff, outlined in this section.

A. Services

The Selected Firm will provide Services which may include, but not be limited to:

1. Upgrade Oracle Database Server Software 8.1.7.4 to the latest appropriate release of Oracle Database Server Software.

2. Install and configure the latest appropriate Oracle Release 11i Applications server(s) and tools.

3. Upgrade the current Oracle Application Release 11.03 SC setup to the latest appropriate release of Oracle Application 11i.

4. Upgrade Application Desktop Integrator (ADI).

5. Upgrade Discoverer.

6. Upgrade Interfaces.
7. Upgrade customizations, where required.
8. Upgrade custom reports, where required.
9. Provide and/or upgrade all necessary third party software, where required
10. Provide training for production staff.
11. Evaluate and recommend hardware configuration, to include:
   a. Desktop requirements, and
   b. CPU and memory requirements for the Operation Data Store, the database, applications server/s, and web server/s.
12. Analyze, in collaboration with the ASC, differences between the University’s 11.03 environment and 11i technology and functionality.
13. Perform, reconcile and document data conversion from current database to new system.
14. Provide performance benchmarking: gauge current run-time performance and set expectations, through testing, for upgrade, to include batch processing, report generation, response times, etc.
15. Recommend number, timing, and content of conference room pilot events.
16. Propose a best practice end user training plan.
17. Provide post implementation support through a stabilization period.

The Selected Firm will provide the Services described above in a manner which will ensure achievement of the End State. Correspondingly, the Selected Firm will be required to identify and, if agreed to by the University, provide any additional Services necessary to achieve the desired End State.
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 firm's plan to assist the University to meet its goals, including the desired End State, for Oracle 11i upgrade Services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Services;

B. The firm's relevant experience, qualifications and success in providing the services similar to those outlined in this RFP;

C. The firm's references from clients that are comparable to the University;

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

E. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;

F. The contractual terms which would govern the relationship between the University and the Selected Firm; and

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

V. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University.

A. Proposal Format

In order to facilitate the analysis of responses to this RFP, firms are required to prepare their proposals in accordance with the instructions outlined in this section. Proposals must be organized into the following major sections, which are defined below:

1. Title Page
2. Table of Contents
3. Executive Summary
4. Scope of Services
5. Third Party Product/Optional Software (if any)
6. Implementation Plan
7. Production Staff Training Plan
8. Methods for Benchmarking Performance
9. Conference Room Pilot Event Plan
10. Migration Strategy (to include data conversion)
11. Maintenance and Support Program
12. End User Training Recommendations
13. Customer Service Plan
14. Firm Information, Personnel, References
15. Financial Proposal
16. Contractual Arrangements
17. Site Visits
18. Small, Women-owned and Minority-owned (SWAM) Business
19. Other Information

B. Executive Summary (Section 3)
This part of the response to the RFP should be limited to a brief narrative highlighting the firm’s proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

C. Scope of Services (Section 4)
This section of the firm’s proposal must include a general discussion of the firm’s understanding of the overall project, i.e., the scope of work proposed. The proposal must include the firm’s assertion that its proposed Services, as coordinated with the University’s effort, will achieve the End State described in this RFP. To that end, the firm may propose any additional objectives it sees as necessary to achieve the End State.
D. Third-Party Products/Optional Software (if any) (Section 5)
The firm must explicitly state the name of any third-party products that are part of the proposed solution to the upgrade. For each third-party product there must be a statement about whether the firm’s contract will encompass the third-party product and/or whether the University will have to contract on its own for the product. Include a description of any products, features, or other value-added components that have not been specifically requested in this RFP.

E. Implementation Plan (Section 6)
The firm must provide a detailed plan for implementing the system to include the following topics:

1. Proposed implementation timeline. (While the University desires full implementation as soon as possible, it encourages firms to recommend the most advantageous approach. For example, if appropriate, address and incorporate potentially overriding fiscal year coordination concerns in the timeline.)

2. Proposed upgrade strategy.

3. Minimum suggested hardware specifications that will be needed for the successful implementation of the upgrade.

4. Methodology the firm will use, to complete a successful upgrade, including all steps required.

5. Recommendation for number, timing, and content of conference room pilot events.

6. Methodology for analysis, in collaboration with the ASC, of differences between the University’s 11.03 environment and 11i technology and functionality.

7. Data conversion strategy, including number, methodology, and resources (number of people and amount of time) for practice conversions to ensure minimal downtime at final conversion, and expectation of downtime, including personnel requirements and work schedule.
8. Number and skill description of employees (both from the firm and the University) who will be dedicated to develop, implement, and support, the upgrade. Describe for each of the employees whether the firm proposes that they work on-site at the University or not. (Complete Attachment 11, Resource Allocation Spreadsheet.)

9. Resumes on those individuals assigned to work with the University, indicating a description of their experience in providing Oracle 11i upgrades for all Oracle applications listed above (Section II.B.). Specifically nominate an individual as the firm’s Project Manager/primary interface with the University.

10. Describe the level of responsibility that the firm will take for all aspects of hardware and software implementation, to include documentation.

11. Describe the level of responsibility the firm will take for all custom programming jobs, to include reports. The firm should address all aspects of this work, to include documentation, programming, testing, and migration.

12. The implementation plan must include an estimated time frame to upgrade each module.

F. Production Staff Training Plan (Section 7)
The firm must provide a detailed plan for project team training. This information MUST include:

1. Required training for each member of the University project team by specialty.

2. Overview of proposed training, including options for on-site or off-site training services for project team, and who will provide the training.
G. Methods for Benchmarking Performance (Section 8)
Provide methods for benchmarking performance, to include gauging current run-time performance and testing to set expectations for the 11i environment, to include batch processing, report generation, response times, etc.

H. Conference Room Pilot Event Plan (Section 9)
Provide a best practice Conference Room Pilot (CRP) Event Plan. This plan would include the number of CRP’s to be conducted, the timing of each event, the number of participants in each event, and a listing of all recommended unit and integration test scripts, by application, to be run in each of the events.

I. Migration Strategy (Section 10)
Provide the work plan necessary to accomplish the final migration to the 11i application environment. This plan should include all steps and software tools required to convert existing data to the new 11i application environment. The University now has approximately two years of data for the Oracle financial applications and nine months of data for the Human Resources and Payroll applications. The University would like to archive as much of this data as possible before making the final migration to 11i and firms should provide a strategic plan before performing this operation.

J. Maintenance and Support Program (Stabilization) (Section 11)
Specify the nature of any post-implementation support provided by the firm, including:
1. Post-implementation support (e.g. 3 months of on-site support after go-live).
2. Telephone support (include toll-free support hotline, hours of operation, availability of 24X7 hotline, etc.).
3. Problem reporting and resolution.
4. Warranties.
5. Other support (e.g. on-site, remote dial-in, Web site access to patches, fixes, and knowledge base).

K. End User Training Recommendations (Section 12)
Provide a “best practice” training plan for end users, to include, but not be limited to, these items:
1. Provide information and advice on change management/communication issues surrounding the new features or look and feel of Release 11i.
2. Provide a strategic training plan for University Oracle users, to include timing of training.
3. Provide copies of instructional materials, to include copyrights to material.
4. Provide Web-based training and any other multimedia products that firm deems necessary.

(NOTE: University staff could provide the training.)

L. Customer Service (Section 13)
Describe the firm's plan for customer service, to include how the firm will work with the University to upgrade the University to Oracle Release 11i. Address specifically:
1. Issue and problem resolution.
2. Adherence to established deadlines, both of deliverables and major project milestones.
3. Plan to ensure quality of all project deliverables.
4. Plan to identify, assess and mitigate Oracle 11i risks.

M. Firm Information, Personnel, References (Section 14)
1. Provide a brief history of the firm and its experience in specifically providing end-to-end Oracle 11i upgrade services to institutions comparable to the University. The firm’s proposal should specifically describe, but not be limited to, these items for each client:
   a. Name of client.
b. Duration of upgrade.
c. Oracle applications and products upgraded.
d. Number and nature of customizations, to include reports (both Discoverer and Oracle 2.5)

2. Identify at least two clients for whom the firm has served as the primary consultant for the duration of an Oracle 11i upgrade; and any clients for which the firm has started but not completed an Oracle 11i upgrade as the primary consultant. The University may contact and/or visit any of these accounts. Accordingly, the firm should provide the names and phone numbers of the individual(s) to be contacted at these client references.

3. 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

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

N. Financial Proposal (Section 15)

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

2. Describe how the University will be charged. The University will accept either fixed fee or time and material (with a cap on time and materials) proposals. If hourly and/or daily rates are proposed, clearly list such rates and completely describe the methodology by which they are applied. Include any additional discounts available for early payment of invoices.

3. Describe how the firm would propose to allow the University to withhold a portion of its total fees for the Services in order to guarantee that the Oracle 11i upgrade has been successfully performed and the desired End State achieved.

4. Describe how the University will benefit from cost savings by accepting the firm's proposal.
5. State the firm's capability for accepting electronic payments through Electronic Data Interchange (EDI) or Automated Clearing House (ACH) and any additional discounts that may result from paying electronically.

O. Contractual Arrangements (Section 16)
1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of Attachment 12, Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of Attachment 13, Preferred Contractual Provisions.

P. Site Visits (Section 17)
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.

Q. Small, Women-owned and Minority-owned (SWAM) Business (Section 18)
Specify whether the firm is a SWAM. The Commonwealth of Virginia’s definitions are:

- **Small Business** means a corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, and has fewer than 100 employees or less than $1,000,000 in annual gross receipts.

- **Women-owned business** means a business concern that is at least 51 percent owned by a non-ethnic woman or women (a minority woman is considered as a minority) who are U.S. citizens and who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved
in the day-to-day management of the business. “Ownership” in this context includes stock ownership.

- **Minority-owned business** means any business concern that is at least 51 percent owned by a minority individual or individuals (who are U.S. citizens) who also control and operate it. “Control,” “Operate,” and “Ownership” have the same meanings mentioned above. "Minority" includes African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, and other minorities. "Native Americans" include American Indians, Eskimos, Aleuts and Native Hawaiians. "Asian-Pacific Americans" include U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Northern Marina Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia. "Subcontinent- Asian Americans" include U.S. Citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

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 award 5% of its business to these firms.

R. Other Information (Section 19)

Provide any other information that 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:
B. Issuance of RFP and Questions
The Issuing Office for this RFP is:
Procurement Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

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

Any questions concerning this RFP will be directed to Steve Heldreth as listed above and not to any other person at the University. 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 Tuesday,
April 22, 2003 at 12:00 noon in Newcomb Hall Conference Room #389,
Charlottesville, Virginia (map viewed at this web site:
http://www.virginia.edu/Map/). Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.
Firms planning to attend the Preproposal Conference should notify Becky Sims either by email (pur-rfp@virginia.edu) or telephone (434-924-1346), no later than 3:00 p.m., Friday, April 18, of the names, titles, and phone numbers of the individuals who will attend.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m., Thursday, May 8, 2003. Eight copies of each proposal must be provided in individual, bound volumes.

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. Oral presentations are tentatively scheduled for Thursday, May 22, 2003. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are scheduled for Friday, May 30, 2003.
F. Communications Between the University and the firms Regarding This RFP

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

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

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

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

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

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

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

1. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal submitted in response to it and/or any addenda submitted during the negotiation process; or
2. Execute a mutually satisfactory written agreement based on this RFP, the proposal submitted, and the negotiations concerning these.
3. If the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that firm.

Because the University may use alternative (1) above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

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

The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions

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

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

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 12, Mandatory Contractual Provisions.
2. **Preferred 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 13, Preferred Contractual Provisions.

I. **Rejection of Proposals**

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

J. **Virginia Freedom of Information Act**

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

**Oracle Users by Application**

<table>
<thead>
<tr>
<th>Application</th>
<th>Users</th>
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<tbody>
<tr>
<td>Accounts Payable</td>
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<tr>
<td>Accounts Receivable</td>
<td>154</td>
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<tr>
<td>Cash Management</td>
<td>14</td>
</tr>
<tr>
<td>Fixed Assets</td>
<td>166</td>
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<tr>
<td>General Ledger</td>
<td>580</td>
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<tr>
<td>Grants Management</td>
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<td>Human Resources</td>
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<tr>
<td>Order Entry/Inventory</td>
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<td>Labor Distribution</td>
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<td>Purchasing</td>
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<td>Self-Service Web Apps</td>
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<td>Training Administration</td>
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**Attachment 2**  
**Oracle Applications, Version and Patch Set Level**  

as of 3/31/03

<table>
<thead>
<tr>
<th>Application Modules</th>
<th>Version</th>
<th>UVA Patch Set Level</th>
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<tr>
<td>Accounts Receivable</td>
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<td>F</td>
</tr>
<tr>
<td>Cash Management</td>
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<td>E</td>
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<tr>
<td>Fixed Assets</td>
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<td>General Ledger</td>
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<td>D</td>
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<tr>
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<td>F</td>
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<tr>
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<td>D</td>
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<tr>
<td>Training Administration</td>
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<td>B</td>
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<tr>
<td>Projects</td>
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<td>F</td>
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<td>Payroll</td>
<td>11.03</td>
<td>F</td>
</tr>
<tr>
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<td>all mandatory patches</td>
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<td>Human Resources</td>
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<td>11.03</td>
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<td>Tutor</td>
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**Technical Foundation**  
**Modules**

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<th>Technical Foundation Modules</th>
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<td>Oracle Application Server</td>
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<td>Technical Foundations</td>
<td>11.03</td>
<td>L</td>
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<td>Employee Self Service</td>
<td>11.03</td>
<td>E</td>
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<td>Discoverer</td>
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<td>11.03</td>
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<td>Oracle Database</td>
<td>8.1.7.4</td>
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</table>
Attachment 4
List of Customizations to Oracle Code

Click here for attachment
Attachment 5
Customizations for Interfaces and University Developed Software
(excludes: reports, views and Oracle modified software listed in Attachment 4)

<table>
<thead>
<tr>
<th>Module</th>
<th>UVA Developed Software</th>
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<tbody>
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<td>Accounts Receivable</td>
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<td>Grants Management</td>
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<tr>
<td>Order Entry</td>
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<tr>
<td>Training Administration</td>
<td>3</td>
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<tr>
<td>Project Accounting</td>
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<tr>
<td>Payroll</td>
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<tr>
<td>Human Resources</td>
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<tr>
<td>Purchasing</td>
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<td>Labor Distribution</td>
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<td>Other/FND, FTPs</td>
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### Attachment 6

#### Profile of Custom Reports

<table>
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<tr>
<th>Type</th>
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<td>Discoverer Reports</td>
<td>168</td>
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<tr>
<td>Reports 2.5 Reports</td>
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<td><strong>Total</strong></td>
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</table>
## Attachment 7

**Third Party Software Packages**

<table>
<thead>
<tr>
<th>Software</th>
<th>Description</th>
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<tbody>
<tr>
<td>Formscape (Evegreen)</td>
<td>Custom Hardcopy Forms, like checks, purchase orders</td>
<td>2.4</td>
</tr>
<tr>
<td>WinRunner/Mercury</td>
<td>Loading Data</td>
<td>7.01</td>
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<tr>
<td>Secure FX</td>
<td>Transferring Files</td>
<td>2.1.3</td>
</tr>
<tr>
<td>Secure CRT</td>
<td>Unix Connection</td>
<td>4.0.3</td>
</tr>
<tr>
<td>OEM</td>
<td>Oracle Enterprise Manager</td>
<td>9.2.0.2</td>
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<tr>
<td>NETBACKUP/Veritas</td>
<td>Backup Utility</td>
<td>4.5</td>
</tr>
<tr>
<td>Noetix</td>
<td>EUL Generator</td>
<td>5.0</td>
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<tr>
<td>Noetix</td>
<td>Views Administration</td>
<td>5.0</td>
</tr>
<tr>
<td>ChainLink</td>
<td>Object Migration</td>
<td>3.1.3</td>
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<tr>
<td>ADI</td>
<td>Application Desktop Integrator</td>
<td>7.1.3</td>
</tr>
<tr>
<td>SQL Navigator</td>
<td>SQL Tool</td>
<td>4.0C3</td>
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<tr>
<td>Hummingbird Exceed</td>
<td>Terminal Emulation</td>
<td>7.1.1</td>
</tr>
<tr>
<td>Cisco VPN Client</td>
<td>VPN Software</td>
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<tr>
<td>Discoverer Administrator</td>
<td>Reporting Administration Tool</td>
<td>3.1.44 &amp; 3.1.36</td>
</tr>
</tbody>
</table>
The following employees have been trained in their areas of responsibility and have been members of the implementation teams for the Oracle applications.

<table>
<thead>
<tr>
<th>Position</th>
<th>Number</th>
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</thead>
<tbody>
<tr>
<td>Management and administrative support</td>
<td>3</td>
</tr>
<tr>
<td>Communications/training manager</td>
<td>1</td>
</tr>
<tr>
<td>Business Case analyst</td>
<td>1</td>
</tr>
<tr>
<td>Technical manager</td>
<td>1</td>
</tr>
<tr>
<td>Finance manager</td>
<td>1</td>
</tr>
<tr>
<td>Human Resources/Payroll manager</td>
<td>1</td>
</tr>
<tr>
<td>Technical specialist</td>
<td>1</td>
</tr>
<tr>
<td>Systems DBA</td>
<td>2</td>
</tr>
<tr>
<td>Applications DBA</td>
<td>2</td>
</tr>
<tr>
<td>Developers</td>
<td>4</td>
</tr>
<tr>
<td>Reports staff</td>
<td>3</td>
</tr>
<tr>
<td>PC support</td>
<td>1</td>
</tr>
<tr>
<td>Finance functional specialist</td>
<td>4</td>
</tr>
<tr>
<td>Finance technical analyst</td>
<td>4</td>
</tr>
<tr>
<td>Human Resources/Payroll functional specialist</td>
<td>3</td>
</tr>
<tr>
<td>Human Resources/Payroll technical analyst</td>
<td>3</td>
</tr>
<tr>
<td>Instructional designer</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>37</strong></td>
</tr>
</tbody>
</table>
Oracle Applications security access:

- Level One – Application Security. Established UVA responsibilities, with menus, programs, and functions assigned to the UVA responsibilities. Financial responsibilities were established by assigning the highest menu level and excluding functions, whereas the Human Resource and Payroll responsibilities were established using custom menus. Password changes every 45 days are enforced.
- Level Two – All application users require a Cisco VPN Client to access the servers, which are behind a firewall.

Database Access: Users also have database level access to the production database. They are allowed “Select Only” access. Users accessing the database via SQL tools are required to be setup in a special VPN group for authenticity.

Unix Accounts: Users have Unix accounts to the ISP-ODS server to send and retrieve interface files. This also requires a special VPN profile.
Attachment 10
Operational Data Store (ODS) Refresh Process

Description
The ODS (Operational Data Store) is a copy of the production database, that is used for
Discoverer Reporting only. We currently use Discoverer 3.1.36 and 3.1.44.

Refresh Process
A Hotbackup of the production data is completed each night, starting at 5:30 p.m, using Netback
3.4 and the RMAN 8.1.7.4. The hot backup takes approximately 1 hr - 1hr 30 mins. We then
restore to ODS which takes 2hrs 35 mins and import the EUL which takes another hour (1 hr).

Versions of Discoverer
We use a Discoverer 3.1 Apps Mode EUL. The EUL is version 3.1.14.0. For the user and
administrative editions we use both 3.1.36 and 3.1.44. We have 35 business areas (not all visible
to end users) and 960 folders (again, not all visible). We utilize the Noetix Views,
currently version 5.0 and have also developed views for Payroll, Grants, and Labor Distribution.
We have approximately 200 centrally owned workbooks which are shared with the user
population.

Financial Reporting Tables on ODS and Production
We have five tables that are used to provide project level information from the Grants module.
These custom tables are all loaded with concurrent processes in production and batch processes
on the ODS
1. UVA_PA_EXPENSE_DETAIL - an expense-only detail file that contains current and
   historical expenses at the expenditure item level for each accounting period.
2. UVA_PA_EXPENSE_SUMMARY - an expense-only summary table that contains a
   summary of current and historical expenses that are rolled up at the PTAE0 level for
   each accounting period.
3. UVA_PA_COMMIT_BUDGET_DETAIL - an historical collection of month-end
   snapshots of commitment and budget detail for prior accounting periods.
4. UVA_PA_COMMIT_BUDGET_SUMMARY - a collection of current and historical
   month-end snapshots of commitment and budget data by that are rolled up at the PTAE0
   level for each accounting period.

A view has been created that is a union of tables 1, 3, and 4 in order to get the complete detail
picture and another view has been created that is a union of tables 2 and 5 in order to get the
complete summary picture.

A control file is updated at the beginning and end of the load processes and can be checked to
verify the load status. The file status is updated to 'LOAD STARTED' at the beginning of the
process and 'LOAD COMPLETED' at the end of the process.
Human Resource and Payroll Audit Table details for ODS

Each night we truncate the HR audit reporting tables (hr_audits and hr_audit_columns). We reload them with the data for the last 120 days from 25 shadow tables in two concurrent processes. For 24 of these tables, we use scripts which call the seeded procedure APPS.PY_AUDIT_REP_PKG.PY_AUDIT_REP_PROC. For the date-tracked tables, we first create indexes on the shadow tables to speed up the process. Because the table PAY_ELEMENT_ENTRY_VALUES_A is much larger than all the others put together, we use a modified version of the procedure which allows us to split the table in half and load it using two concurrent processes. When finished, we create indexes on hr_audits and hr_audit_columns. As of our most recent run, the process required 4 hours and 38 minutes to load 4,111,985 records to hr_audits and 17,327,568 to hr_audit_columns. However, we only have 80 days of data so far. The time would probably be acceptable except that when the audit table load runs concurrently with the other custom processes, some of the other processes fail with 'rollback segment too old' errors. So, now we are running the audit table loads after the other custom processes complete, shortening the window considerably.

ODS Refresh Strategy

- Backups of Production Start at 5:30 p.m. each night
- The nightly batch processing schedule starts at 6:00 p.m. on the Production server
- At 6:30 p.m. the ODS refresh job starts building the ODS database
- ODS does not have transactions posted during the nightly process
## Attachment 11

### Resource Allocation Spreadsheet

<table>
<thead>
<tr>
<th>Resource</th>
<th>On-site?</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
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<th>7</th>
<th>8</th>
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<th>10</th>
<th>11</th>
<th>12</th>
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</thead>
<tbody>
<tr>
<td>1 Technical Manager</td>
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<td>2 Finance Manager</td>
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<td>3 HR/Payroll Manager</td>
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<td>4 Technical Specialist</td>
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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 that may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

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

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

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

E. Notices
All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below.

If to the University:
Eric N. Denby, C. P. M.
Director of Procurement Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

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

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

G. Worker's Compensation and Employers Liability
The Selected Firm will comply with all federal or state laws and regulations pertaining to Worker's 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 and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

I. Information Technology Access Act

In accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

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

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

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

If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.
A. Services
During the term of this Agreement, the Selected Firm will provide for the University the 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 two years, with an option for renewal by the University, if agreeable to the Selected Firm on the same terms and conditions, for three additional one-year terms. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal option 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 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 effective the last day for which appropriated funding is available.

I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for five years thereafter. The Selected Firm will make available to the
University all books and records relating to performance of this Agreement as may be requested during said period.

J. Contractual Claims
This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 14, 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. Each Firm will maintain insurance which meets or exceeds the requirements of the University. No Agreement will be executed by the University until the Firm satisfied the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Comprehensive Commercial General Liability:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with coverage for the following coverage:

{X} Premises/Operations  {X} Products/Completed Operations
{X} Contractual        {X} Independent Contractors
{X} Personal Injury

Errors and Omissions:
The Selected Firm and any Subcontractor will provide a minimum Limit of Liability of $5,000,000 per occurrence for Professional Errors and Omissions.

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

{X} Any Automobile  {X} Owned and Non-Owned Automobiles
{X} Additional Insured*

*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.

L. Use of Agreement by Third Parties
If agreeable with the Selected Firm, these organizations may have access to any Agreement resulting from this RFP: 1) Any University related foundation, and 2) Any institution of higher education which is a member of the Virginia Association of State College and University Purchasing Professionals (VASCUPP). The current list of VASCUPP members is: College of William and Mary, George Mason University, James Madison University, Old Dominion University, Radford University, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, and Virginia Polytechnic Institute and State University, and 3) City of Charlottesville and County of Albemarle. Potentially, other member schools of the Atlantic Coast Conference (ACC) may also have access to any Agreement resulting from this RFP if such access is confirmed by the University. The other ACC member schools who may potentially participate are: Clemson University; Duke University; Emory University, Florida State University; Georgia Institute of Technology, North Carolina State University; University of North Carolina; University of Maryland; Wake Forest University, and Wake Forest University Health Sciences. The Selected Firm will respond promptly to a request from any of these organizations for access to the Agreement, but is NOT required to enter into an equivalent agreement with the organization. A Firm's willingness to provide this access to these organizations will not be a consideration in awarding this RFP. Although the organizations may have access to the Agreement, their entry into any equivalent agreement with the Selected Firm is strictly optional.
If an organization chooses to enter into an equivalent agreement, it will so notify the
Selected Firm in writing, and will proceed to execute such an agreement. The University
will have no responsibility whatsoever for payment of invoices rendered to the
organization, resolution of problems, or administration of contractual claims. The
Selected Firm, at the request of the University, will provide usage reports for all
VASCUPP members accessing the Agreement. The University anticipates requiring such
reports quarterly. The University's sole intent is to provide other organizations with
access to the University's Agreements and to provide Selected Firms with opportunities
to do business with other organizations. It is understood and agreed that the University is
not responsible for the acts or omissions of any VASCUPP member, and will not be
considered in default of the Agreement no matter the circumstances.

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

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

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia
"Purchasing Manual for Institutions of Higher Education and Their Vendors" and any
subsequent revisions, which is available on Procurement Services web site at:
http://www.virginia.edu/procurement/about/PurchasingManual.html

P. Copyrights
Unless expressly agreed to the contrary in writing, all documents, reports, writings, video
images, photographs or papers of any nature prepared by the Selected Firm (or its
subcontractors) in performing an Agreement will not be disclosed to any other person or entity without the written permission of the University, and the University will own all copyrights thereto.

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

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

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

S. Right To Remove Project Personnel
The University has the right to remove any of the Selected Firm’s personnel that will provide Services under the Agreement.
T. Mailing List

The Selected Firm will not sell or give the lists of University personnel to third parties or otherwise use such personnel information except as needed to provide the Services listed in this Agreement.

U. 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. Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or contractual obligations under this Agreement; or

5. 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.

To the extent that particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this section, will be controlling.

V. Future Services
The University reserves the right to have the Selected Firm provide additional services under the same pricing, terms, and conditions to make related modifications or enhancements as required by the University.

W. Payment/Invoicing Terms
The University will make payment to the Selected Firm net 30 days after receipt of invoice and corresponding Services. The Selected Firm will submit one original invoice no more frequently than monthly referencing the correct purchase order number to the University’s Accounts Payable Department at this address:

University of Virginia
Accounts Payable
P. O. Box 400197
Charlottesville, Virginia 22904-4197

X. 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 15th 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:

Contracts Administrator  
University of Virginia  
Procurement Services  
Carruthers Hall, PO Box 400202  
1001 North Emmet Street  
Charlottesville, Virginia  22904-4202

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.

Y. eVA Business To Government Vendor Registration

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, is the Commonwealth of Virginia’s electronic procurement system. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.
Attachment 14

Procedure for Resolution of Contractual Claims

Section 2.2-4363 of the Virginia Public Procurement Act requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment, however, written notice of the contractors intention to file such a claim will have been given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

A. The Selected Firm must provide the written claim to:
   Assistant Director of Procurement Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 40020
   Charlottesville, Virginia 22904-4202

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

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

E. The Selected Firm may appeal the decision to:

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

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

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

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