



Request for Proposal

Graduate Recruitment and Admissions
Management System

November 9, 2007

Issued by
Procurement Services
Charlottesville, Virginia

Graduate Recruitment and Admissions Management System
Request for Proposal #MW110907
November 9, 2007

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This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: <http://www.procurement.virginia.edu/main/publicpostings/RFP.html>. It is the firm's responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement Services web site: <http://www.procurement.virginia.edu/main/>

I. Overview of the RFP Process

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

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

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement

activities. The Commonwealth and the University encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

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 19,850 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.

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

The University seeks to maintain its position as one of the country's leading public universities and to sustain its ability to attract and retain top quality students, faculty, and staff. To support this goal, the University is implementing a new student information system. Specifically, the University believes that administrative processes and systems

must change to respond to stakeholder demands, the realities of decentralization from the Commonwealth of Virginia as well as within the University, innovations in the external environment, and competition for students, faculty, and staff.

The Student System Project was established in December 2004 and will implement Oracle/PeopleSoft Campus Solutions version 9.0 to replace the Integrated Student Information System (ISIS) that contained student information and administrative transactions associated with admission, registration and records, financial aid and student accounts, and student services. The new student information system also will consolidate and preclude the need for multiple systems (vendor-supported, homegrown) that currently contain authoritative data used by various schools, programs, departments, and functional areas to carry out important functions, and it will incorporate functionality tied with the existing Oracle e-Business Suite 11i, as appropriate. The result will be streamlined and intuitive processes supported by a set of student system modules with a common user interface. The new business processes will incorporate business rules that can be easily modified as determined by a dynamic business environment.

In keeping with the goal of enhancing its ability to attract, matriculate, and retain top quality students, the University seeks to implement a graduate recruitment and admission system that will enable the University and/or individual graduate schools to actively recruit and yield top quality graduate students in a highly competitive graduate admission environment that provides a central repository for graduate admission information that is accurate; facilitates reporting; streamlines processes associated with funding graduate students; and serves as the basis for accurate graduate applicant and/or student records in PeopleSoft.

The University currently includes seven graduate schools – the College of Arts and Sciences, the Curry School of Education, the School of Nursing, the School of Engineering and Applied Science, the McIntire School of Commerce, the Frank Batten School of Leadership and Public Policy, and the School of Architecture – that maintain independent applications and applicant management systems, either vendor-supplied

package or in-house-developed, to manage recruitment and admissions information. Additionally, these systems store prospect information in separate shadow systems, maintain multiple, program-specific application deadlines, and utilize different modes of communication with applicants. See Attachment 5, Appendix 1 for a high level “As-Is” diagram of prospect and application processing, and Attachment 5, Appendix 2 for admission-related dates and application volumes.

Some of the graduate schools use document management/imaging software to enable faculty to evaluate applications electronically. Each school has developed its own file or manual process to upload required graduate applicant data from its shadow system to the current student information system (ISIS). Each school maintains its own prospective graduate student data which are not uploaded into or stored in ISIS and are not available for University queries in a central repository.

Even though the seven graduate schools use different vendors and have varying admission practices, in many cases, the graduate schools have very similar needs for bio-demographic and supplemental data. See Attachment 5, Appendix 3 for a list of current graduate school data fields and Attachment 5, Appendix 4 for a list of supplements by school/program.

A. Objectives

The University seeks to implement a graduate recruitment and admissions management system and to achieve, in combination with the Selected Firm’s services, the “End State” described in part by these essential project objectives:

1. The graduate recruitment and admissions management system meets or exceeds the needs of the University graduate school admissions offices, as determined by those offices;
2. The University end user community is able efficiently and effectively to manage and evaluate prospective student and applicant data;

3. The graduate recruitment and admissions management system integrates with the University's PeopleSoft Campus Solutions 9.0 system and with ImageNow Sunflower v.6 imaging software;
4. The project is on time, within budget, and provides the desired functionality;
5. The University graduate admissions offices are satisfied with their level of inclusion and influence on organizational and systems changes;
6. The University end-user community (prospects, applicants, faculty, and staff) is prepared to use the new system when it is implemented;
7. On-going support and maintenance for internal and external users is timely and effective, as determined by the University;
8. Business processes are efficient, effective, and support the strategic direction of the University, and
9. The Selected Firm collaborates with the University to develop availability schedules for changes to the recruitment and application solution(s), maintenance, upgrades, etc.

In preparing this RFP, the University has attempted to include as much information about the desired End State and the elements that firms should include in their proposals. Because the University has never implemented a University-wide graduate recruitment and admissions management system and, therefore, cannot claim expertise in this endeavor, firms are encouraged and expected to suggest additions or changes to the elements of the desired End State within their corresponding proposal in order that the resulting system implementation is conducted in a manner that is consistent with prevailing best practices.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm for a Graduate Recruiting and Admissions Management System ("GRAMS") to include those Goods and Services necessary to help the University achieve its goals as outlined in this

RFP. In order to achieve this goal the Selected Firm may be requested to provide those goods and services outlined in this section.

A. Software Requirements

At a minimum, the GRAMS must provide:

1. Institution-level features, including:
 - a. The ability to capture within the Oracle/PeopleSoft Campus Solutions system the uniform core data required by the University;
 - b. The ability to decentralize evaluation and decision-making at the individual school and/or program level;
 - c. An online application that can be configured to meet the unique requirements of each graduate school, with various supplemental data and forms to support graduate applications and/or programs within graduate schools;
 - d. A distinctive by-school, University look-and-feel that is informative and user-friendly to all graduate prospects, prospect management and applicant; and
 - e. A central repository for graduate admission information that is accurate and that facilitates reporting and processes.
2. Security features, including:
 - a. The ability to secure applicant data based on University requirements;
 - b. User Authentication - Proper means of authenticating users to the application, such as separate user IDs and strong password schemes for both applicants and University users;
 - c. Security by Function/Users - Proper authorization of which users can perform which functions by associating users or groups of users with security roles and the ability to set a separate security level for the system administrator(s);

- d. Data Integrity Controls - Integrity controls over the data, including who is allowed to change what data and when, as well as logs that show change activity that can be reviewed after the fact;
 - e. Data Entry Controls - Either vendor or user-defined application edits that prevent inadvertent mistakes or malicious activity such as date constraints, etc.;
 - f. System Administrator Control – Support of system administrator activities for the application; and
 - g. Path Transmission on Security -Secure data transmission and encryption that are PCI DSS compliant for transmission of financial data.
3. Functional requirements as presented in Attachment 5, Appendix 5.

B. Implementation Services

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

- 1. Understand key graduate admissions-related business activities and provide expert guidance on the reengineering of these processes in the context of the application’s delivered functionality;
- 2. Integrate its methods and philosophies with those of the University and develop relationships and strategies that correspond to the culture of the institution;
- 3. Understand the integration points with PeopleSoft Campus Solutions version 9.0;
- 4. Have experience solving the issues that arise while implementing the GRAMS in higher education research institution(s) that are comparable in size, culture, and complexity to the University;
- 5. Facilitate resolution of issues related to the graduate admissions system implementation with team members and key stakeholders;

6. Competently and quickly identify and solve the functional and technical issues that arise in a complex computing environment, and provide adequate guidance to minimize implementation and operational risks;
7. Provide project management, including a project manager, capable of meeting schedule, budget, and functionality objectives and facilitating the proper level of project controls, communications strategies, and change;
8. Incorporate third party applications into the planning, phasing, budgeting, and resourcing for the project;
9. Effectively mentor and provide knowledge transfer on the specific graduate admissions management system and implementation techniques;
10. Provide post-implementation planning and support as according to the University's requirements, and
11. Disclose information related to third party applications that may affect planning, budget, and University policy.

C. Technical Services

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

1. Provide infrastructure development and integration expertise (including databases, environments, hardware, operating systems, security, etc.) capable of establishing long-term infrastructure that will support and grow with development of graduate admission processes within the overall student system environment;
2. Provide interface expertise on application security, set-up, configuration, and customization/extensions that allows the University to meet its objectives of implementing and supporting a new PeopleSoft Enterprise Campus Solutions v. 9.0 student system, Enterprise Portal v. 9.0, and Oracle 10g database;
3. Provide expertise in application services and middleware that allow the University to integrate PeopleSoft Campus Solutions and ImageNow Sunflower v.6 imaging software with the GRAMS application;

4. Provide and integrate application methodologies and environments with University practices that ensure application quality and change control;
5. Provide expertise in application data conversion methodologies, techniques, and tools to ensure all required data are migrated successfully;
6. Provide expertise and knowledge transfer on data warehouse and reporting strategies, including approaches to design and implementation that ensure the University provides information to handle compliance, operational, query/one-time, and management reporting;
7. Provide expertise and knowledge transfer in software installation, set-up, performance tuning, monitoring, and load testing as related to the Graduate Admission application, and
8. Provide expertise and knowledge transfer on technical post-implementation planning and support.

D. Educational and Training Services

The University will require support, initial and ongoing educational and training solutions, and related services for the development, implementation, management, administration, use, and maintenance of the GRAMS business processes and software. Training may be required on site, online, or in other appropriate formats. In addition to training on the system's business processes and software, the University is interested in understanding the firm's recommended training plan for support of the implementation project itself including ongoing training on new functionality. These services are needed for functional, technical, and professional staff, managers, and end users.

Firms are encouraged to recommend and propose all education options available to the University that they believe will assist the University in meeting its strategic directions for administrative improvements.

E. Operating Requirements

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

1. Resolution of critical network and platform failure events (unplanned outages) not to exceed three hours;
2. Resolution of all other network and platform failure events not to exceed 24 hours;
3. Planned system maintenance not to exceed three hours according to the University's needs;
4. System availability metrics for the past two years;
5. 24/7 regular system availability with the exception of planned system maintenance and unplanned outages;
6. Details regarding back-up and retention policies;
7. An acceptable disaster recovery plan;
8. No system restrictions on number of daily interfaces to outside vendors or the University's PeopleSoft system, and
9. Details describing how the system is sized to provide optimal response times for users and to handle a significant volume of concurrent prospects and applicant users.

F. Customer Support / Maintenance / Warranty Requirements

The University defines customers as prospects, applicants, and University users.

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

1. Software maintenance (including patches and upgrades) and warranties;
2. Software maintenance and release schedule;
3. Technical support during project stabilization and ongoing;
4. Mechanisms for the introduction of new features/enhancements;
5. The firm's system for defect reporting;
6. The firm's support capabilities, including hours of operation, applicable charges, and methods of support;

7. Unlimited phone support 24/7 for all customers;
8. Resolution of any and all identified mission critical issues. The Selected Firm will work 24/7 until resolution, and the University will make support staff available 24/7 to work with the Selected Firm toward resolution of the event. The definition of mission critical events is at the sole discretion of the University;
9. Complete user, administrative, technical, and training documentation.
10. Full disclosure of ongoing costs, including changes to appropriate maintenance of the system and customer support for the duration of the contract, and
11. Description of how the Selected Firm will provide a satisfactory response to University-supplied modifications to the application(s) and associated information. The University's expects to receive a "90% solution" within forty-eight hours and a "100% solution" within five business days.

IV. Basis of Selection

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

1. The firm's planned approach and demonstrated ability to assist the University to meet its goals, including the desired End State, for services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;
2. The firm's relevant experience, qualifications, and success in providing the goods and services outlined in this RFP;
3. The firm's references from institutions of higher education and clients, which are comparable to the University, using an institution-level approach implementing the Graduate Recruitment and Admissions Management System for PeopleSoft v.9.0 software;

4. The firm's financial proposal including, but not limited to, discounts, service charges and other charges, as outlined in Section V, Contents of Proposal, Paragraph E, Pricing Proposal;
5. The quality of the proposal – specifically, responsiveness to implementation, technical, and educational and training services requirements and adequacy of information provided;
6. The contractual terms which would govern the relationship between the University and the Selected Firm, to include the firm's response to the University's preferred contractual terms as outlined in Attachment 2, Preferred Contractual Provisions, and any documentation the Firm would require the University to sign;
7. The firm's plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses (see Attachment 4, COO Letter). In evaluating the firm's proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion, and
8. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

V. Contents of Proposal

Proposals should include information outlined in this section. The firm's response must contain a separate section for each of the outlined items and the sections must be in the order outlined below. Firms are cautioned that failure to follow the requested format for responses or to provide the information required may lead to elimination.

Firms are strongly encouraged to use tables, graphics, and bulleted lists, where appropriate, in their responses. Lengthy, narrative responses should be kept to a minimum. Clarity and conciseness of information will be considered when evaluating proposals.

Copies of proposal must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University.

- Firms should organize their proposals using the following outline:
 - A. Cover Letter and Signature Page
 - B. Goods and Services
 - 1. Response to Software Requirements
 - 2. Response to Implementation Services Requirements
 - 3. Response to Technical Requirements
 - 4. Response to Educational and Training Requirements
 - 5. Response to Operating Requirements
 - 6. Response to Customer Support/Maintenance/Warranty Requirements
 - 7. Response to Appendix's one thru five requirements
 - C. Personnel Proposed for Project
 - D. Customer Lists and References
 - E. Pricing Proposal
 - F. Financial Statements
 - G. Response to Preferred Contractual Provisions
 - H. Small, Women-owned and Minority-owned (SWAM) Business
 - I. Contract Administration
 - J. Other Information

- A brief description of the major sections follows:
 - A. Cover Letter and Signature Page
 - A cover letter must be bound into the proposal and must include the signature of an authoritative representative of the firm. Each firm must

indicate the party responsible for developing its RFP response and primary contact during the initial phases of this evaluation. In addition, each firm must include a statement that it accepts the provisions set forth in Attachment 1: Mandatory Contractual Provisions.

B. Response to Goods and Services

1. Software – Describe in detail the firm’s product(s) including all features, functions, and services detailed in Section III. A, to include the functional requirements in Appendix 5 delivered, configured, custom comments and the technical architecture of the GRAMS. (Responses to functional requirements described in Appendix 5 are expected by the University to be included in the format provided in the RFP.) Provide a description of any third party tools, which database is required, and the programming language of GRAMS. Firms should clearly communicate how their offerings will help the University address its administrative service goals, which are articulated in the End State objectives (Section I. D).
2. Implementation – Describe the implementation services and specific methodologies the firm is offering to the University based on requirements detailed in Section III. B. Firms should clearly communicate how their offerings will help the University address its administrative service goals, which are articulated in the End State objectives (Section I. D). This plan should detail activities from the start of system implementation through a mutually agreed upon stabilization period(s).
3. Technical - In this section firms should provide information about their capacity to address the University's technical needs as described in the End State objectives (Section I. C) and in Section III. D.

4. Educational and Training – In this section firms should provide information about their capacity to address the University's educational and training needs described in the End State objectives (Section I. D) and in Section III. D.
5. Operations – In this section firms should provide information about their capacity to address the University's operating needs described in the End State objectives (Section I. D) and in Section III. E. Identify the hardware and desktop requirements necessary to run the GRAMS and options for installing the software on the University's equipment.
6. Customer Support / Maintenance / Warranties — In this section firms should provide information about their capacity to address the University's needs for customer support, maintenance and warranties described in the End State objectives (Section 1. D) and in Section III. F.

C. Personnel Proposed for Project

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

D. Customer Lists and References

In this section, firms should provide a complete list of higher education customers and must provide references for up to seven higher education institutions (including successful and unsuccessful – if applicable – implementation), preferably complex research universities, using an institution-level approach implementing the GRAMS for PeopleSoft v.9.0 software. The contact name, title, e-mail address, and telephone number

at each referenced institution must be provided, along with the software and implementation services being used and the role the firm played in the implementation. The University may contact and/or visit any of these reference institutions.

Implementation firms should provide references from higher education institutions that can attest to the ability of the firm to implement graduate admissions system software in a complex research institution comparable to the University. The University will be asking references about capabilities in areas such as:

1. providing staff with appropriate experience and demonstrable success in implementing GRAMS at institutions that are comparable to the University in culture, size and complexity;
2. staying within project budget and schedule, and delivery of the desired functionality;
3. integrating with existing student information systems during implementation;
4. interfacing with third party applications;
5. making organizational changes that produce effectiveness and efficiency;
6. reengineering processes that produce effectiveness and efficiency;
7. resolving critical resource and project management issues;
8. managing risk in context of unique institutional culture;
9. setting and maintaining proper expectations;
10. correcting technical problems;
11. developing a comprehensive testing environment and methodology;
12. meeting critical communication and training needs;

13. creating ownership of the project and systems among users;
14. achieving user acceptance of changing roles and responsibilities;
15. facilitating cultural change in the institution; and
16. working in cross-functional teams with an emphasis on decision making by consensus.

In addition to the information above, firms should also provide a complete list of all graduate admissions system clients lost within the last three years. The list should include a contact name, telephone number, e-mail address, length of service of the account, and the reason for the loss of the account.

E. Pricing Proposal

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 for the implementation and for support. For implementation, the University will accept either fixed fee or time and material (with a cap on time and materials) proposals. Include any additional discounts available for early payment of invoices.
3. Describe how the firm would propose to allow the University to withhold a portion of its total fees for the Services in order to guarantee that the GRAMS implementation has been performed successfully and the desired End State achieved.
4. Describe how the firm would provide the University with code for the system, to be held in escrow in the event that the vendor cannot meet contract obligations. (Refer to Attachment 2, Provision AA, Escrow)

5. Describe how the University will benefit from cost savings by accepting the firm's proposal.
6. 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.

F. Financial Statements

In this section, firms should provide a copy of their most recent audited annual financial statements including the auditor's notes and/or opinions on these statements.

G. Response to Preferred Contractual Provisions

Please provide the following items as part of this section:

1. State the firm's acceptance, with any proposed modifications, of the statements provided in Attachment 2: Preferred Contractual Provisions.
2. Provide the University with any form or agreement the University may be requested to sign.

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

The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University's 2007 SWAM plan spend goal for firms certified by DMBE is:

Minority Business Enterprises	4.0 %
Women Business Enterprises	5.0 %
Small Business Enterprises	31.0 %

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

Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by the Commonwealth of Virginia's Department of Minority Business Enterprise (DMBE). All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm.

The Commonwealth's definitions are:

- **Minority-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual** means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but

not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.

- "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
- "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
- "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
- "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.
- Small Business Enterprise means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.

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

If the firm is not a SWAM firm, describe the firm's partnering relationships with SWAM firms and how it plans to support the University's goal to increase business annually by 5% with these firms in accordance with Attachment 4, Executive VP and COO's Request for Commitment letter.

If the firm is not a SWAM firm, describe the firm's partnering relationships with SWAM firms and how it plans to support the University's goal to increase business annually by 5% with these firms

I. Other Information

Provide any other information which the University should consider in evaluating the firm's proposal.

VI. Information about this RFP

A. Procurement Schedule

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

Issue Date of RFP:	11/09/2007
Preproposal Conference:	11/27/2007
Deadline for Receipt of Proposals:	12/06/2007
Oral Presentations:	01/07/2008 – 01/11/2008
Negotiations:	01/21/2008 – 01/25/2008
Contract Award:	03/07/2008

- 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

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

Attention: Michael Warlick
Telephone: (434) 924-8918
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: warlick@virginia.edu

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

- C. Preproposal Conference

A conference for firms receiving this RFP will be held on Tuesday, November 27, 2007, at 10:00 a.m. (EST) in the Embarq Building located at 2211 Hydraulic Road, Charlottesville, Virginia, 22901. The meeting will be held on the 3rd floor of the building, Room 3006 (please use MapQuest for directions) Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Rebecca Sims either by email (pur-rfp@virginia.edu) or telephone (434-924-1346), no later than 12:00 p.m. (EST) on November 26, 2007, 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. (EST), Thursday, December 6, 2007. 25 copies of each proposal must be provided in individual, bound volumes. Firms must also include an electronic copy of the proposal on a CD-ROM, excluding any pre-printed materials such as financial statements. The electronic copy should be formatted as a Microsoft Word document.

E. Oral Presentations and Negotiations

An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Oral presentations are tentatively scheduled for January 7, 2008, January 8, 2008, January 10, 2008, and January 11, 2008. 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 January 21, 2008, January 22, 2008, January 24, 2008, and January 25, 2008.

F. Communications Between the University and the Firms Regarding this RFP

1. 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:

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

2. 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:

- a. Preproposal Conference
- b. Oral presentations, Negotiations
- c. Site visits, Interviews, etc.

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

G. Formation of the Agreement with the Selected Firm

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

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

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

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

H. Provisions Deemed Included in the Proposal

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

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the

University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions

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

- a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.
- b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.

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 2, Preferred Contractual Provisions.

I. Rejection of Proposals

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

J. Virginia Freedom of Information Act

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

Attachment 1
Mandatory Contractual Provisions

A. Nondiscrimination

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

B. Conflict of Interests

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

C. Assignment

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

D. Amendments

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

E. Notices

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

If to the University:

Eric N. Denby
Director of Procurement Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 924-6154

If to the Selected Firm:

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

F. Independent Contractor

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

G. Workers' Compensation and Employers' Liability

The Selected Firm will (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 Selected Firm.

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

I. Information Technology Access Act

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

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:

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

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

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

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

J. eVA Business To Government Registration

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

K. eVA Transaction Fee

The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.state.va.us.

Attachment 2
Preferred Contractual Provisions

A. Goods and Services

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

B. Term of Agreement

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

C. Contract Administrator

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

D. Waiver

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

E. Indemnification

The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of

the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law

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

G. Termination

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

H. Non-Appropriation

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

I. Right of Audit

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

University all books and records relating to performance of this Agreement as may be requested during said period.

J. Contractual Claims

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

K. Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In not event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Comprehensive Commercial General Liability:

The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$750,000 per occurrence, with coverage for: premises/operations and products/completed operations.

Automobile Insurance:

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

Additional Insured:

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

L. Use of Agreement by Third Parties

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

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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the public bodies indicated above to purchase at the fees in accordance with the terms of the Agreement. The Selected Firm

will notify the University in writing of any such institutions accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all VASCUPP member institutions and public institutions accessing the Agreement. Participating public bodies will place their own orders directly with the Selected Firm and will fully and independently administer use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any VASCUPP member institution, or any other entity accessing the Agreement under this section, and will not be considered in default of the Agreement no matter the circumstances.

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

M. Favored Nations

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

N. The University's Authorized Representatives

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

O. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any

subsequent revisions, which is available on Procurement Services web site at:

<http://www.virginia.edu/procurement/about/PurchasingManual.html>

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

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

Nancy Noblette

Administrative Assistant to the Director of Procurement Services

E-mail: nrn9g@virginia.edu

The quarterly SWAM business reports will contain this information:

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

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

Q. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity

without the written permission of the University. The Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims. The Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

R. Right to Select Project Personnel

The University has the right to interview and select all of the Selected Firm's personnel that will provide Goods and Services under the Agreement.

S. Right to Remove Project Personnel

The University has the right to remove any of the Selected Firm's personnel that will provide Goods and Services under the Agreement.

T. Right to Execute Confidentiality Agreement

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party, and not to make any internal use of such material not required under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to

obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature.

These obligations will not apply to any of the information which:

1. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or
2. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
3. Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or
4. Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
5. The receiving party is obligated to produce as required by law, lawfully issued subpoena, or a court order, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

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

U. Current or Pending Litigation

The Selected Firm warrants that the University has been supplied with an accurate list of all current or pending litigation in which the firm is involved, and acknowledges its

obligation to supplement that list by notifying the University of litigation that subsequently arises.

V. Training Material

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

W. Future Goods and Services

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

X. Project Manager

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

In the event that the Project Manager or any other individual responsible for the University's account, is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner as determined by the University's Contract Administrator, Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Services to the University. The University reserves the right to approve the replacement, or to cancel the Agreement. If a proposed replacement is accepted by the University, the

replacement will provide the Services at rates no higher than the rates of the original individual and in accordance with all terms and conditions specified in this Agreement.

Y. Acceptance

Firm's trained technicians will test the System upon completion of the installation process. All components of the System will be operated and checked so the System functions as detailed in this Agreement and per Firm's software and product specifications. All necessary system operation tests will be performed by Firm. Any material System failures discovered will be corrected and all such material failures discovered during the test will be reported to the University's Contract Administrator. If the University uses the system for a period of more than 45 calendar days in a production environment to process live data, the University will be deemed to have accepted the System. After installation and before acceptance, Firm will make reasonable commercial efforts to correct material failures and will cooperate with the University to resolve any material system defects. The University will not unreasonably withhold acceptance of the System. Acceptance by the University will not constitute a waiver of the University's right to have any material System failure discovered during the acceptance period corrected. The University will create a punch list of material defects identified during the 45 day acceptance period. Firm agrees to extend the post-acceptance software and hardware support warranty period for the system purchased hereunder by the amount of time it takes to correct the failures or material defects. This will have no effect on the amount due for any annual software license fee.

Z. Payment Card Industry (PCI DSS) Compliance

The Selected Firm may accept credit card payments from third parties (i.e. students, parents, etc) for the Goods and Services described in this Agreement. The Selected Firm acknowledges and agrees that it is responsible for the security of any cardholder data that it processes, transmits or stores, and warrants that The Selected Firm is, and will remain at all times during the term of this Agreement (and any subsequent renewal periods), in compliance with the PCI DSS [Payment Card Industry (PCI) Data Security Standard (DSS), a copy of which is available at: <https://www.pcisecuritystandards.org/index.htm>].

The Selected Firm will take all necessary steps to ensure such compliance; such as, but not limited to, no cardholder or magnetic stripe information will be stored in a database or internet storage device or space; only truncated card information will be provided on the sales slip provided to the cardholder; all merchant sales slip copies will be physically protected against unauthorized access; any media device storing cardholder information (e.g. wireless terminal) will be physically protected against loss, theft or unauthorized access; and hardcopy cardholder data will be destroyed before physically disposed of. The Selected Firm will maintain appropriate documentation of: (1) their processing level (Level 1 -4) including certification of compliance and certification of compliance for all point-of-sale software or internal processing systems that they may employ; and (2) completed Quarterly Network Scans of all outwardly facing IP addresses (as defined in PCI DSS) for those vendors required to perform such scans. The Selected Firm further agrees to use only credit card service providers that are PCI DSS compliant for credit card processing. The Selected Firm will indemnify, defend and hold harmless the University and its employees, trustees, officers, and agents, from and against all damages, judgments, losses, and reasonable costs or expenses (including reasonable attorney's fee) ("Damages") arising from lawsuits, actions, claims or demands by the ("Claims") seeking compensation for personal injury or property damages caused by or attributable to any data security compromise occurring as a result of the Selected Firm's negligence or the breach of any of the Selected Firm's obligations herein.

AA. Escrow

The Selected Firm, at its own expense, will deposit within 30 days of the Effective Date (and regularly update such deposit) a complete copy of the Application Software and source code with an escrow agent, which shall be released to the University upon the occurrence of a "Bankruptcy Event". A Bankruptcy Event shall mean the Selected Firm (a) ceases the active conduct of its business, (b) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute which is not dismissed within 90 days, (c) becomes subject to direct control by a trustee, receiver or similar authority, or (d) has wound up or liquidated its business, voluntarily or otherwise. Upon receipt of written notice from the University to the Selected Firm of the occurrence of a Bankruptcy

Event and a request for the release of the escrow materials, the escrow agent shall be authorized by the Selected Firm to release the escrow materials to the University.

AB. Payment Terms

The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: "5% 15/Net 30" would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in Accounts Payable, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

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

Attachment 3
Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

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

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

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

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

D. The Assistant Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm may appeal the decision to:

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

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

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

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

Attachment 4

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



OFFICE OF THE EXECUTIVE VICE PRESIDENT AND CHIEF OPERATING OFFICER

Greetings:

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard W. Sandridge".

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer

LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228

Attachment 5
Appendix List

Click below on each Appendix for more information:

Appendix 1 – Prospect and Application Processing Diagram

Appendix 2 – Admissions Information

Appendix 3 – Application Data Fields

Appendix 4 – Graduate Admissions Supplements

Appendix 5 – Graduate Admissions Requirements