



# Request for Proposals

RFP # 3302161JC

RFP Title University Institutional Intelligence  
Assessment and Roadmap  
Development Consulting Services

Date October 19, 2009



College of William and Mary  
George Mason University  
James Madison University  
Old Dominion University  
Radford University  
The University of Virginia  
Virginia Commonwealth University  
Virginia Military Institute  
Virginia Tech

REQUEST FOR PROPOSALS RFP# 3302161JC

Issue Date: October 19, 2009  
Title: University Institutional Intelligence Assessment and Roadmap Development Consulting Services  
Issuing and Using Agency: Virginia Commonwealth University  
Attention: Jackie Colbert, C.P.M.  
10 S 6<sup>th</sup> St., 2nd Floor  
POB 980616  
Richmond, Virginia 23298-0616

Proposals For Furnishing The Services Described Herein Will Be Received Until: 11:00 AM local time on November 11, 2009.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 828-0163, email: [jcolbert@vcu.edu](mailto:jcolbert@vcu.edu), Fax: (804) 828-7837, VOICE TDD: (800) 828-1120

This solicitation & any addenda are posted on our website at: <http://www.vcu.edu/procurement>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT AND PAYMENT ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT AND PAYMENT.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, POB 980616, RICHMOND, VA 23298-0616. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: VIRGINIA COMMONWEALTH UNIVERSITY, DEPARTMENT OF PROCUREMENT AND PAYMENT, 10 S 6TH ST., 2nd FLOOR, RICHMOND, VA 23219. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University Purchasing. Any Work Relative To This Solicitation Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

**NAME AND ADDRESS OF FIRM:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
By (Signature In Ink): \_\_\_\_\_  
Name Typed: \_\_\_\_\_  
Zip Code \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_  
**Toll free, if available** **Toll free, if available**  
DUNS NO.: \_\_\_\_\_ FEI/FIN NO.: \_\_\_\_\_

MINORITY-OWNED BUSINESS: ( ) YES ( ) NO WOMEN-OWNED: ( ) YES ( ) NO  
REGISTERED WITH eVA: ( ) YES ( ) NO SMALL BUSINESS: ( ) YES ( ) NO  
DMBE CERTIFIED: ( ) YES ( ) NO DMBE CERTIFICATION#: \_\_\_\_\_

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**I. PURPOSE:**

The purpose of this Request for Proposals (RFP) is to establish a contract with one (1) qualified company, to conduct an analysis of the current decision environment and build an institutional technology intelligence roadmap for Virginia Commonwealth University, herein after referred to as "VCU," an agency of the Commonwealth of Virginia.

The period of the contract shall be from the award through project completion.

**II. OPTIONAL USE CONTRACT:**

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

**III. THE UNIVERSITY:**

Virginia Commonwealth University is ranked nationally by the Carnegie Foundation as a top research institution in the United States. With more than 29,000 students, VCU is the largest public urban doctoral-granting university in Virginia. The university offers 181 certificate, undergraduate, graduate, professional and doctoral programs in 15 schools and one college. It is also home to one of the nation's leading academic medical centers.

VCU ranks among the top 100 universities in the country in sponsored research, with more than \$200 million in sponsored programs during fiscal year 2005. Twenty of the university's graduate and professional programs are ranked among the best in the nation in *U.S. News & World Report's* "America's Best Graduate Schools." These include the number one ranked sculpture and nurse anesthesia programs.

VCU has a full-time instructional faculty of 1,700 -- many of them nationally and internationally recognized for excellence in the humanities, arts, sciences, engineering, education, social work, business and all of the health care professions. Dr. John B. Fenn, research professor in the department of chemistry and affiliate professor of chemical engineering, was one of three international scientists to be awarded the 2002 Nobel Prize in chemistry.

VCU Life Sciences is developing as a university-wide discipline that builds upon the university's traditional scientific strengths in the biological sciences, basic biomedical sciences, patient care, biomedical engineering and biotechnology. VCU Life Sciences is comprehensive in its involvement of all levels of students in the study of life sciences, from freshmen to students in

the professional programs to Ph.D. candidates, and integrates diverse disciplines from all over the university, including the academic medical center as well as arts and humanities.

The Virginia Commonwealth University Medical Center stands alone as the only academic medical center in Central Virginia. The medical center includes the 780-bed MCV Hospitals and outpatient clinics, MCV Physicians -- a 600-physician-faculty group practice, and the health sciences schools of Virginia Commonwealth University. The VCU Medical Center offers state-of-the-art care in more than 200 specialty areas, many of national and international note, including organ transplantation, head and spinal cord trauma, burn healing and cancer treatment. The VCU Medical Center is the site for the region's only Level 1 Trauma Center. As a leader in healthcare research, the VCU Medical Center offers patients the opportunity to choose to participate in programs that advance evolving treatment, such as those sponsored by the National Cancer Institute through VCU's Massey Cancer Center, Virginia's first NCI-designated cancer center.

VCU's nationally recognized theatre, music and dance programs offer more than 365 concerts, performances and recitals a year. The VCU Anderson Gallery showcases regional art as well as work by international artists.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the VCU School of Engineering and the Virginia Biotechnology Research Park. With the completion of the new Philip Morris Research and Technology Center, the Park will be two-thirds developed and encompass more than 1.2 million square feet of space in nine buildings that house more than 2,000 scientists, researchers, engineers and technicians in fields that include drug development, medical diagnostics, biomedical engineering, forensics and environmental analytical.

VCU is an economic engine in the greater Richmond area. The university and its medical center have combined budgets that exceed \$1.5 billion. Together, VCU and the VCU Medical Center are the largest-single employer in the Richmond area with about 9,800 full-time and 5,500 part-time employees. Two-thirds of VCU's 110,000 alumni also live and work in Virginia.

VCU's 16 varsity sports compete at the NCAA Division I level as members of the Colonial Athletic Association. In recent years, VCU has participated in NCAA Tournaments in basketball, baseball, golf, men's soccer and men's and women's tennis.

It is the policy of the Commonwealth of Virginia 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 encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities. By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

#### **IV. STATEMENT OF NEEDS:**

##### **A. Background Information:**

##### **1. Existing and Desired Decision Making Environment**

The need to access University data from multiple disparate sources and manipulate and transform that data in a timely manner into useful information for decision making has long been recognized and sought after by schools, departments, and administrative offices within Virginia Commonwealth University (VCU).

At various levels within the University, simple to complex data management is occurring. However, due to the nature of our institution's growth and culture, information management practices have various levels of timeliness, completeness and accuracy and are often redundant and unreliable for institutional planning.

The necessity for and pursuit of an enterprise approach for enterprise information management support has surfaced in many places from executive policy making to academic and administrative management. Rather than having multiple, duplicative initiatives happening across campus, the University intends to unite its efforts into a single Enterprise Information Initiative (a.k.a. Business Intelligence Initiative or Decision Support Initiative). This initiative would serve the University by maximizing the return on investment while focusing on University-wide requirements, produce standard approaches for information management, and leverage existing technology and infrastructure to the extent possible.

The goal of the institution is to implement a centralized enterprise-focused data repository to provide a cohesive version of valid data for policy makers and academic planners. As a first step, the plan is to engage external consultants to perform an objective and thorough evaluation

focusing on the mechanics of data usage/management within the organization and an analytical/evidence based strategy for supporting decision-making as it relates to institutional goals.

## **2. Business Intelligence Tools and General Data Sources in the Existing Environment**

The University implemented SunGard Higher Education's (SGHE) Banner system (Finance, Human Resources, Financial Aid and Student modules) between July 2006 and January 2008. In a concurrent project, the University's legacy data warehouse was replaced with SGHE's Operational Data Store (ODS) and the SAS Enterprise Business Intelligence suite was acquired and implemented as the reporting toolset. SAS software components currently in use include Enterprise Guide desktop, Web Report Studio and Information Delivery Portal (with stored process navigator). There are ten (10) staff with primarily reporting responsibilities, fairly evenly distributed between the Finance, Human Resources, Enrollment Services, Center for Institutional Effectiveness and Technology Services offices.

Data available for reporting in the ODS currently includes:

- SGHE delivered data views covering all installed Banner modules (approximately 300)
- Native Banner tables copied to the ODS for additional data coverage (approximately 200)
- Custom Student Census tables developed for point in time reporting (9 time-partitioned tables, including admissions, registration and degrees awarded)
- Additional custom tables developed for identity management, State reporting, system interfaces, project management and similar needs (approximately 40)
- Selected custom tables retained from our legacy data warehouse.

In addition to the Banner system and ODS repository, there are a number of important application and/or reporting systems currently deployed by University schools and divisions that utilize a variety of reporting tools and are not included in the ODS at this time. The following list is illustrative and not intended to be complete:

- Office of Sponsored Programs' eRA system (from InfoEd International) for sponsored program proposal development and grant administration, which uses Microsoft Reporting Services
- Facilities Management's FM Desktop system (from Autodesk) for space management, which uses Microsoft Access

- Facilities Management's Astra Schedule system (from Ad Astra Information Systems) for classroom scheduling, which uses Crystal Reports
- University Advancement's Millennium system (from Sage North America) for fundraising and donor relationships, which uses Crystal Reports
- Grants & Contract Accounting's ECRT system (from Huron Consulting) for effort certifications and reporting, which uses proprietary SQL reports
- Vice President for Health Sciences' Executive Reporting Center and TOPEM-U reporting systems (in-house developed) for financial and performance reporting and projections, which use proprietary SQL reports against primarily ODS data.

## **B. Specific Project Requirements**

At minimum, the Contractor should furnish all labor, resources, supervision, equipment, etc. (as applicable), necessary to perform / provide the following:

### **1. An Assessment of VCU's Current Environment**

The Contractor should perform a comprehensive assessment to establish a prioritized, incremental strategy to build out an Institutional Intelligence technology roadmap. The roadmap should be based on a comprehensive understanding of the University's current IT environment and abilities and match those to near, mid and long term goals. The ultimate goal is to create a roadmap that when executed will be able to deliver decision making value to the University, establish a process for documenting that value, and assess if adjustments need to be made going forward. The roadmap should consider the needs of research, academia and administrative areas on the Monroe Park and Health Sciences campuses.

The RFP response should specify how the assessment goals should be accomplished including a project timeline with milestones.

Assessment goals:

- a. Develop an understanding of the University's vision, strategy, and initiatives
- b. Develop an understanding of what University opportunities exist in the areas of Business Intelligence and Strategic Performance Management
- c. Identify the challenges or obstacles that are preventing opportunities and goals from being achieved today

- d. Describe the University's capabilities for overcoming challenges and meeting goals by identifying strengths, weaknesses, opportunities and threats
- e. Evaluate the systems architecture and support
- f. Evaluate the staffing of the analytic and reporting infrastructure given the direction that VCU plans to proceed in areas of Business Intelligence and Strategic Performance Management
- g. Evaluate existing information management practices and identify needs and opportunities for improvement
- h. Determine the catalog of projects the University has undertaken that are potential data/information feeders for the future or should be reevaluated for usefulness
- i. Identify the metrics that are of interest and are also of priority in central administrative, University offices, and Health Sciences campus research departments
- j. Create an inventory of current reports that are of interest across the University and determine commonality and differences
- k. Develop an assessment of how the University information is organized (central administration, campuses, Colleges, departments, etc.) and utilized

## **2. Strategy Development**

- a. The development of the roadmap would begin with a comprehensive understanding of the University's current abilities and match those to near, mid, and long term goals (based on the assessment).

Based on the assessment and the iterative input and feedback from the Steering Committee, the Contractor should identify the strategy, steps, resources (human, infrastructure, and financial), and timeline that the University should pursue in the short term and for the longer term in support of the near, mid and longer term university goals.

The University, like most businesses and institutions today, is under currently significant budget constraints. However, there is recognition that an investment made in the decision support area now could provide significant savings in time and resources in future years.

- b. While the assessment should guide the strategy, VCU is interested in a strategy that also addresses the following:
  - (1) Data governance methodologies and recommendations
  - (2) Data content and usage standards

- (3) Recommendations for the effective functioning of the Steering Committee at various stages of the process
- (4) Prioritized “areas” where VCU should move forward with BI projects
- (5) Strategies for appropriately enhancing the ODS/data repository to extend its use beyond current Banner data sources
- (6) Data and software technology considerations for the strategy and the future including specific cost estimates
- (7) Training and development needs to support the strategy including specific cost estimates

### **3. Reporting and Other Deliverables**

- a. The Contractor should provide a proposed project plan that identifies key milestones, semi-monthly project status reports, interim reports on specific issues as requested by the University Steering Committee, and a final report containing the business intelligence roadmap with recommendations for effective implementation.
- b. The roadmap when executed should be able to deliver value to the University and establish a process for measuring that value and assessing what is working and/or what adjustments need to be made for additional forward progress.
- c. It is expected that the Contractor should have an onsite presence during the course of the engagement. This should include a presentation(s) to the University Steering Committee and the Vice Presidents which would include the findings, the business intelligence roadmap and recommendations.

### **4. University Steering Committee**

The Contractor would work in concert with a University Steering Committee in an effort to regularly apprise, update, and get feedback during the process. The University Steering Committee is composed of representatives from each campus.

The University Steering Committee is charged with:

Developing a common understanding of the decision support landscape at VCU and making recommendations to the Vice Presidents about strategies to improve VCU's decision support infrastructure.

The development of the roadmap will provide an opportunity for the steering committee to understand where VCU is, where it needs to go, and make specific recommendations for moving forward with a clear set of priorities for enhancing decision support.

The steering committee will assess progress on key decision support projects, report to the Vice Presidents, and make recommendations on a regular basis.

This will be a joint effort of the Senior Vice President for Finance and Administration, the Provost/Vice President for Academic Affairs and the Vice President for Health Sciences.

**C. Contractor Personnel Requirements:**

1. Contractor Personnel Requirements:
  - a. The Contractor should:
    - (1) Assign a designated Project Manager – the Project Manager should:
      - (a) Serve as the Contractor’s primary point of contact for VCU.
      - (b) Be accessible via:  
Toll-free telephone number; and  
E-mail.
    - (2) Provide VCU with the Project Manager’s:
      - (a) Name;
      - (b) Toll-free telephone number;
      - (c) E-mail address; and
      - (d) Hours of availability EST.

Note: In the event there are any changes to the Project Manager’s contact information, the Contractor should provide VCU with the updated information by the time the changes are effective.

- (3) Obtain VCU’s approval of any proposed changes in personnel assigned to this project.

2. Statement of Confidentiality:
  - a. The Contractor’s personnel may have access to confidential information regarding employees, students, patients, or the public, or to proprietary or other confidential business information belonging to Virginia Commonwealth University (VCU). VCU

and its employees, students, patients, or others may suffer irreparable harm by disclosure of confidential or proprietary information, and VCU may seek legal remedies available to it should such disclosure occur.

The Contractor's personnel shall not:

- (1) Access data that is unrelated to their job duties at VCU;
- (2) Disclose to any other person, or allow any other person access to, any information related to VCU that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic email messages, voice mail communication, written documentation, "loaning" computer access codes, and/or other transmission or sharing of data.

b. Gramm-Leach-Bliley Act:

The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

**D. Pricing Requirements - Expenses:**

1. The Contractor should invoice expense items (if applicable) separately (e.g. copies, supplies, film, faxes, phone calls, etc.) at the Contractor's actual cost. If applicable, the Contractor must adhere to the VCU per diem reimbursement schedule in effect at the time services are rendered. Any travel and living expenses not included in the cost of the services shall be reimbursed based on the GSA Domestic Per Diem Rates (CONUS/OCONUS). See the VCU Travel Policy available at <http://www.vcu.edu/procurement/faapr09.doc> for additional information.
2. Provide documentation of all expense costs to VCU.

**E. VCU Responsibilities:**

VCU will provide the Contractor with:

1. Current and historic systems information
2. Workspace, as needed, within University offices.

3. Access to University officials in the offices of the Senior Vice President for Finance and Administration, the Provost and Vice President for Academic Affairs, and the Vice President for Health Sciences.

**F. Project Completion:**

VCU anticipates project should be completed by April 2, 2010.

**V. REPORTING AND DELIVERY REQUIREMENTS:**

**REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES**

Unless the contractor is a DMBE certified small business, the contractor shall submit quarterly reports on the involvement of Department of Minority Business Enterprises (DMBE) certified SWAM Businesses. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DMBE SWAM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University  
Department of Procurement and Payment  
Attn: Ms. Sarah O'Neill  
10 S 6th St, POB 980616  
Richmond, VA 23298-0616

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

**VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

**A. GENERAL REQUIREMENTS:**

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP. One (1) original and eight (8) copies** of the proposal must be submitted to the issuing Purchasing Agency. **In addition, the Offeror shall submit with the ORIGINAL hard copy of the proposal, an electronic copy of the proposal on a disc (i.e. CD or DVD) EXCLUDING ANY PROPRIETARY INFORMATION; proposals submitted by the Offeror(s)**

**awarded a contract through this solicitation may be posted on the VCU Department of Procurement and Payment website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the electronic format).** No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.
3. Proposal Presentation:
  - a. Proposals shall be signed by an authorized representative of the Offeror. *The original proposal must be clearly marked on the outside of the proposal.* All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. Mandatory requirements are indicated by the words shall or must and desirable requirements are designated by the words should or may.

All information requested by this Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F. of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. **The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g. Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In**

**addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.**

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Issuing State Agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may or may not be conducted.

**B. SPECIFIC PROPOSAL REQUIREMENTS:**

Proposals should be as thorough and detailed as possible so that VCU may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. The return of the entire RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Provide a complete written response specifically addressing each point in **Section VI.B.2 below**, the **“PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**, the **“SPECIFIC PROPOSAL REQUIREMENTS**.

All responses should be numbered according to the numbering scheme provided, and each response given with its appropriate number. Attachments should be numbered in the upper right corner with the requirement number to which the attachment applies. Any references to attachments (brochures, samples, etc.) should identify the specific page number(s) of a multipage attachment where the response to the specific requirement is provided (e.g., VI.B.2.a.(1)(a): see pages 19-21 of “Attachment A” – Company History and Operations”):

- Utilization of the words **“shall”** or **“must”** in **Section IV**, the **“STATEMENT OF NEEDS,”** items **“B” through “F”** indicates a mandatory requirement:

Does / will your company comply with mandatory requirements **as presented in Section IV, the STATEMENT OF NEEDS,** items **“B” through “F”**?:

Yes \_\_\_\_\_ No \_\_\_\_\_

If “NO,” identify the specific requirement and the reason for non-compliance.

- Utilization of the word **“should” or “may”** in **Section IV, the STATEMENT OF NEEDS,** items **“B” through “F”** indicates a **non-mandatory** requirement.

Does / will your company comply the non-mandatory requirements **as presented in Section IV, the STATEMENT OF NEEDS,** items **“B” through “F”** (i.e. “should” becomes “shall”)?

Yes \_\_\_\_\_ No \_\_\_\_\_

If “NO,” identify the specific requirement and the reason for non-compliance.

- Does your company accept the terms and conditions as presented in **Section VIII, the “GENERAL TERMS AND CONDITIONS”**; in **Section IX, the “SPECIAL TERMS AND CONDITIONS”**; in **Section X, the “METHOD OF PAYMENT”**; in **Section XIII, the “POST AWARD SUBMISSION REQUIREMENTS”**?

Yes \_\_\_\_\_ No \_\_\_\_\_

If “NO,” identify the specific requirement and the reason for non-compliance.

- a. **Experience and Qualifications - Capabilities:**

Describe in detail, your company's capabilities to satisfy the characteristics and administrative requirements of this RFP, to include the following information:

(1) Company Information:

- (a) Submit a brief history and description of your company's operations, to include the following information:
  - (i) The scope and nature of your company;
  - (ii) Years of operation; and
  - (iii) The organizational structure of your company, etc.

**b. Experience and Qualifications - Capacity:**

Describe in detail, your company's capacity to perform / provide the University Services specified in **Section IV**, the "**STATEMENT OF NEEDS**," to include the following information:

(1) Company Information:

- (a) Describe the size of your company.
- (b) Identify your company's standard hours of operation.
- (c) Please note what size business account VCU would represent in terms of the scope of this project, based on your current workload; for example: "*Out of x many ongoing account relationships, VCU would be in the top x %.*"

(2) Employees:

- (a) Identify the number of full-time personnel devoted to actual analytical services the same, as or similar to, University Institutional Intelligence , typically employed by your company at one (1) time.

(3) Geographic Location:

- (a) Identify the geographic location of your company's office that would service VCU (to include the geographic location of all proposed subcontractors).

(4) Financial Condition:

- (a) Submit a copy of your company's most recent audited financial statement, or equivalent evidence of financial condition.

c. **Experience and Qualifications - Personnel:**

(1) **Project Manager:**

- (a) Identify the name and title of the proposed Project Manger to be assigned to VCU.
- (b) Describe in detail, the responsibilities to be assigned to the proposed Project Manager.
- (c) Describe in detail, the proposed Project Manager's qualifications and his / her specific work experience in performing / providing the required University Institutional Intelligence Services specified in **Section IV**, the **"STATEMENT OF NEEDS,"** and include a resume for the proposed Project Manager.
- (d) Identify the proposed Project Manager's tenure with your company.
- (e) Identify the proposed Project Manager's:
  - (i) Days and hours of availability;
  - (ii) Business address;
  - (iii) Telephone (toll-free if available) number, fax number and e-mail address; and the
  - (iv) Percentage of time that would be devoted to VCU's project.

(2) **Other Key Personnel:**

- (a) Identify the names and titles of all other key personnel (to include support personnel) with whom VCU would work on a regular basis.
- (b) Identify the responsibilities to be assigned to each other key individual (to include support personnel).
- (c) Describe in detail, the general qualifications and work experience of the other key personnel (to include support personnel) in performing / providing the applicable University Institutional Intelligence Services specified in **Section IV**, the **"STATEMENT OF NEEDS,"**.
- (d) Identify the other key personnel's (to include support personnel's) average length of tenure with your company.

- (e) Describe the organizational structure of the other key personnel (to include support personnel), in terms of personnel assigned to function; and identify:
  - (i) How many personnel will be assigned to each function.

(3) Subcontractor Personnel:

- (a) Identify all proposed subcontractors.
- (b) Identify the types of University Institutional Intelligence Services to be assigned to each proposed subcontractor.

d. Experience and Qualifications – Higher Education / Subcontractor:

- (1) Describe in detail, your company's specific experience in performing / providing the same or similar University Institutional Intelligence Services specified in **Section IV**, the "**STATEMENT OF NEEDS**" for public institutions of higher education comparable to the size and scope of VCU's project:
  - (a) Identify the number of years your company has performed / provided the University Institutional Intelligence Services specified in **Section IV**, the "**STATEMENT OF NEEDS**" for institutions of higher education.
  - (b) Provide a list of institutions of higher education with which your company currently has a contract.
  - (c) Identify the amount of annual sales your company had during 2008-2009 with each VASCUPP Member Institution. (A list of VASCUPP Members can be found at: <http://www.vcu.edu/procurement/coopcon.htm>).
- (2) Identify the number of years each of your company's proposed subcontractors has performed / provided the applicable University Institutional Intelligence Services specified in **Section IV**, the "**STATEMENT OF NEEDS**" for institutions of higher education.

e. Plans and Methodologies:

Describe in detail, the proposed approach (work plan, to include all associated data elements, activities and the pricing model / calculation method) for performing / providing the University Institutional Intelligence Services specified in **Section IV**, the "**STATEMENT OF NEEDS**" for a

**Total Fixed Not-To-Exceed Price”.** Specifically address your company's:

(1) University Institutional Intelligence Services:

- (a) Submit a narrative statement in your own words, that:
  - (i) Describes the scope of the project and the services requested in this RFP;  
and
  - (ii) Demonstrates an in-depth understanding of the:
    - purpose;
    - requirements; and
    - deliverables requested in this RFP.
- (b) Phases:
  - (i) Identify the specific phases of services to be performed / provided, in the proposed sequence.
- (c) Components / Activities / Tasks:
  - (i) Identify and explain each specific major / key component / activity / task of each phase to be performed / provided.
  - (ii) Identify the major / key components / activities / tasks to be performed / provided by your company.
  - (iii) Describe in detail, the methodologies to be employed by your company to complete each major / key component / activity / task to be performed / provided by your company, to include:
    - the number and frequency of meetings;
    - status reporting procedures (submit samples of standard reports); and the
    - options for customized information collection and comparison chart data format.
  - (iv) Identify the estimated time schedule to complete **all** components / activities / tasks to be performed / provided by your company; and describe what action your company will take if it requires adjustments to the time schedule (i.e. more or less time).

- (v) Identify the name and job title of the key personnel to be assigned by your company to perform / provide the components / activities / tasks to be performed / provided by your company.
  - (vi) Identify the components / activities / tasks that **VCU** would be required to perform / provide; and identify:
    - the recommended methods to be employed; by VCU; and
    - the average time schedule required to complete all components / activities / tasks to be performed by your previous / current clients.
  - (vii) Identify any goods / services **not** identified in **Section IV**, the “**STATEMENT OF NEEDS**,” that your company should and/or must perform / provide, in order to fulfill VCU’s requirements.
  - (viii) Identify any (or when, as applicable) component / activity / task to be performed / provided by your company, which would **not** be included in the “**Total Fixed Not-To-Exceed Price**” and:
    - Explain why that component / activity / task would **not** be included in the “**Total Fixed Not-To-Exceed Price**.”
  - (ix) Identify and explain any important additional items that VCU should consider.
- (2) Support Services:
- (a) Describe in detail all administrative and support services (to include automated support), etc., that **are included** in the “**Total Fixed Not-To-Exceed Price**” for performing / providing the University Institutional Intelligence Services specified in **Section IV**, the “**STATEMENT OF NEEDS**”.
- (3) Performance:

- (a) Identify the earliest date that your company can begin performing / providing the University Institutional Intelligence Services specified in **Section IV**, the **“STATEMENT OF NEEDS”**.

f. **Quality Control:**

Describe in detail:

- (1) Your company’s quality control and customer satisfaction policies / procedures for performing / providing the University Institutional Intelligence Services specified in **Section IV**, the **“STATEMENT OF NEEDS”**:
  - (a) Submit copies of all quality control and customer satisfaction policies / procedures.
- (2) The measures taken by your company, to ensure that all personnel assigned to VCU shall be capable and qualified to perform / provide the University Institutional Intelligence Services specified in **Section IV**, the **“STATEMENT OF NEEDS”**.
  - (a) Describe your company’s personnel training and development program.

g. **References:**

Provide a list of a minimum of the four (4) academic institutions, comparable to VCU, for which your company has performed / provided the same or similar services within the past twenty-four (24) months.

Reference information shall include the:

- (1) Name of the institution;
- (2) Name of the contact person;
- (3) Address, email and phone number for the contact person;
- (4) Date the project began; and the
- (5) Date the project was completed.

Note: Include at least one (1) reference for which the proposed Project Manager assigned to VCU served in that respective capacity.

h. **Cost of Service:**

- (1) Identify the “**Total Fixed Not-To-Exceed Price**” for performing / providing the University Institutional Intelligence Services specified in **Section IV**, the “**STATEMENT OF NEEDS**” which must include all costs associated with providing the services.
- (2) Submit a breakdown of the “**Total Fixed Not-To-Exceed Price**”
  - (a) The hourly rate per job title;
  - (b) The maximum estimated number of hours **per** job title and the corresponding percent of time allocated to each job title;
  - (c) The maximum estimated aggregate number of hours to complete the component / activity / task;
  - (d) Detailed description of all associated expenses; and the
  - (e) Maximum estimated expense cost.
- (3) Identify all costs to the University associated with the offer in response to the items in **Section VI**, the “**PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**,” section “**B**,” the “**SPECIFIC PROPOSAL REQUIREMENTS**,” to provide the required services.

i. **Small, Women-Owned and Minority-Owned Business commitment for utilization:** (See Appendix I.)

- (1) The Offeror must submit complete information on Appendix I unless the Offeror is a DMBE certified small business. DMBE certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

**VII. EVALUATION AND AWARD CRITERIA:**

A. **EVALUATION CRITERIA:**

VCU will evaluate proposals based on experience and proven ability to evaluate our current situation and build a multi-tiered recommendation strategy that will lead us through the process of developing systems, and creating processes, organizational structure and cultural changes (as appropriate) that will produce institutional best practices in data storage/warehousing, reporting and analytical services. Higher education experience in this type of project is desired.

Proposals will be evaluated by Virginia Commonwealth University using the following criteria:

1. Plans, approach and ability of the Offeror to provide the goods and / or services and the experience and qualifications of the Offeror, to include applicable personnel.
2. Price.
3. Commitment for utilization of Small, Women-Owned and Minority-Owned Businesses.

Scoring relative to this criterion will be assigned as follows:

- a. The highest percentage commitment shall be scored the maximum number of allocated points. All DMBE certified small businesses are considered to have a 100% commitment and will receive the maximum number of points.
- b. The commitment percentage for the other Offerors is then divided by the highest Offeror's percentage. The quotient is then multiplied by the points allocated for SWAM utilization to determine the point allocation.

For example: If the point allocation is 15 points, all DMBE certified small businesses would receive 15 points for this criterion. If a non-small firm had a 25% small business subcontracting commitment, that firm would receive 3.75 points. (25 divided by 100 = .25 x 15 points = 3.75).

- B. AWARD OF CONTRACT:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Agency shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359 D., *Code of Virginia*.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract

incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.vcu.edu/procurement> and are available in the lobby of Procurement and Payment at 10 S 6th Street, Richmond, VA during normal business hours.

**VIII. GENERAL TERMS AND CONDITIONS:**

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.vcu.edu/procurement> or a copy can be obtained by calling University Purchasing at (804) 828-1077.
- B. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:

- a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on

- contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of

offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the

Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand,

make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The

Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.vcu.edu/procurement> and in the lobby of Procurement and Payment at 10 S 6<sup>th</sup> St., Richmond, VA during normal business hours for a minimum of 10 days.
- V. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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 contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) 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 contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Vendors are strongly encouraged to register prior to submitting a bid or offer. Firms will be required to register in eVA prior to award.
1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all the benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  3. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  4. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - b. Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order

**IX. SPECIAL TERMS AND CONDITIONS:**

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized

agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- C. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- D. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
  2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

- F. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for completion of all of the contract services and shall include all expenses including travel and living; extra charges will not be allowed.

- G. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

FROM: \_\_\_\_\_

Name of Offeror	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code + 4	RFP Title	

Name of Contract/Purchase Officer or Buyer:

The envelope should be addressed as directed on Page 2 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

**LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

- H. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity,

arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

I. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING REPORTING

REQUIREMENTS AND GOALS: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be obtained from the buyer handling this solicitation. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

Virginia Commonwealth University Department of Procurement and Payment encourages the participation of minority owned businesses in the procurement process by actively soliciting bids from these businesses. Our office uses the information compiled by the State Department of Minority Business Enterprise, the State Division of Purchase and Supply and the Department of Information Technology to assist in this endeavor. The department has membership with the Virginia Regional Minority Supplier Development Council and participates in the annual Virginia Businesses Opportunities Fair. We encourage departments to support minority-owned businesses within their purchasing authority when appropriate.

Virginia Commonwealth University has a minority-owned business participation goal of twenty percent (20%) for each project.

- J. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the

acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- K. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- M. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- N. COMMUNICATIONS: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

- O. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in one purchase order with the eVA transaction fee specified below assessed for each order.
1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - b. Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- P. GRAMM-LEACH-BLILEY ACT: The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

**X. METHOD OF PAYMENT:**

The Contractor shall submit a fully itemized invoice that references the Virginia Commonwealth University purchase order number, material descriptions, quantities and unit prices. Payment

will be made thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Legislation. Mail invoices to: Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327.

**XI. POST AWARD SUBMISSION REQUIREMENTS:**

**A. Electronic Copies Of Proposals:**

The Contractor shall be required to provide the VCU Department of Procurement and Payment with a copy of the Contractor's original proposal, and a single-document summary of all clarifications and negotiated changes to the Contractor's proposal (the summary shall reference the specific applicable section in the RFP and in the Contractor's original proposal) in an electronic format (i.e. email or disc – CD or DVD).

**The Contractor SHALL NOT INCLUDE ANY PREVIOUSLY IDENTIFIED PROPRIETARY INFORMATION IN THE ELECTRONIC FORMAT; VCU may post the Contractor's original proposal, and all subsequent correspondence on the VCU Department of Procurement and Payment Website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the electronic format).**

**XII. ATTACHMENTS:**

**Appendix I - Participation in State Procurement Transactions with Small Businesses and Businesses Owned by Women and Minorities**

**Small, minority and/or woman-owned businesses are required to certify through the Virginia Department of Minority Business Enterprise (DMBE; <http://www.dmbe.state.va.us/vendors.html>); DMBE certification may be requested by VCU, prior to award.**

## **APPENDIX I**

### **PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES**

The following definitions will be used in completing the information contained in this Appendix.

#### **Definitions**

- **Small business** is 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 definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is 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.
- **Minority-owned business** is 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:** “Minority” 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 Marianas, 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.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN BUSINESSES  
OWNED BY MINORITIES

This appendix should only be completed by firms that are not DMBE certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWAM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

List the names of the SWAM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

<u>Name of Businesses:</u>	<u>SB, WO, MO:</u>	<u>Role in contract:</u>

**Commitment for utilization of DMBE SWAM Businesses:**  
\_\_\_\_\_ % of total contract amount that will be performed by DMBE certified SWAM businesses.

**Identify the individual responsible for submitting SWAM reporting information to VCU:**

Name  
Printed: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:  
By (*Signature*): \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Minority Business Enterprise (DMBE; <http://www.dmb.state.va.us/vendors.html> ) to fulfill the Offeror's commitment for utilization.