

REQUEST FOR PROPOSALS (RFP)

Issue Date: December 2, 2015

RFP#LU214-16-009

Title: Assessment, Planning, Budgeting and
Accreditation Management System

Commodity Codes: 20820, 20853, 92014, 92015

Issuing Agency: COMMONWEALTH OF VIRGINIA
Longwood University
Materiel Management & Purchasing
201 High Street, Lancaster Hall, Room 207
Farmville, Virginia 23909

OPTIONAL PRE-PROPOSAL CONFERENCE:

Friday, December 11, 2015 at 9:00 a.m.
Lancaster Hall, 2nd Floor, Room #223
Longwood University
Farmville, Virginia

Location Where Work Will Be Performed: Longwood University, Farmville, Virginia 23909

Initial Period of Contract: From March 1, 2016 through February 28, 2017. *Optional four (4) successive one (1) year renewals.

Sealed Proposals Will Be Received Until 2:00 p.m. on January 5, 2016 For Furnishing The Goods/Services Described Herein. **Proposals Shall Be Date/Time Stamped By The University Upon Receipt.**

All Inquiries For Information Should Be Directed To: Cathryn B. Mobley, Director of Financial Operations & Materiel Management, at fax (434) 395-2246 or email mobleycb@longwood.edu using ATTACHMENT A – WRITTEN PRE-PROPOSAL QUESTION FORM. **Questions are due by 12:00 noon on December 16, 2015.**

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Materiel Management & Purchasing, Lancaster Hall, 2nd Floor, Room 207, 201 High Street, Farmville, Virginia. **Note: If you use an express delivery service, you may be told the University is a next day delivery location, but make sure the carrier guarantees arrival by 2:00 p.m.**

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

State Corporation Commission (SCC) ID#: _____ or statement describing why offeror is not required to have a SCC ID# must be furnished with your proposal.

eVA Member: [] Yes [] No

eVA Vendor ID#: _____

Check all that apply: Small Business []

Woman-Owned Business []

Minority-Owned Business []

Note: Offeror shall be a member of eVA on the Date and time designated for receipt of proposals to be awarded this contract. See General Terms and Conditions X, page 24 for information on registration.

DSBSD Certificate Number _____

Certification Date ____/____/____

Expiration Date ____/____/____

Name And Address Of Firm:

Date: _____

By: _____

(Signature In Ink)

_____ Zip Code _____

Name: _____

(Please Print or Type)

E-mail: _____

Title: _____

Phone: (____) _____

Fax: (____) _____

(Toll Free, if available)

(Toll Free, if available)

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Assessment, Planning, Budget and Accreditation Management System

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PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on Friday, December 11, 2016 at 9:00 a.m. Please bring a copy of the RFP with you to the conference.

ADDENDUMS: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website, <http://www.eVA.virginia.gov> and the Longwood University Materiel Management website, <http://tkts.longwood.edu/ifbrfp/reviewrfp.asp>. Click on Proposal Number. It is the sole responsibility of the Offeror to check these web pages for all changes to the RFP prior to submission. **Failure to sign and return addenda may cause your proposal to be scored lower.** Longwood University will not mail or fax these documents.

Note to Offerors: Parking is difficult, please plan to arrive early. If Offeror requires ADA accommodations to deliver proposal, please contact the Materiel Management Office at (434) 395-2759 twenty-four (24) hours prior to solicitation closing.

INCLEMENT WEATHER / SUSPENDED SCHEDULE: Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check Longwood's website or call for closing information. See the following website: <http://www.longwood.edu> or call the main number at 1-434-395-2000 after 6:00 a.m., to see if Longwood is going to be open or if a suspended schedule has been implemented.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with a qualified source, through competitive negotiation, for a vendor hosted, web-based integrated assessment, planning, budgeting, and accreditation system for use by all stakeholders of Longwood University, an Institution of Higher Education in the Commonwealth of Virginia.

II. **GOVERNING RULES:** This solicitation is issued in accordance with the provisions of:

A. Purchasing Manual for Institutions of Higher Education and their Vendors:

<https://vascupp.org/hem.pdf>

B. Governing Rules: <https://vascupp.org/rules.pdf>

III. **BACKGROUND:** Longwood University (Longwood), founded in 1839, is a public 4-year, coeducational institution offering more than 100 majors, minors and concentrations in the arts and sciences, business, nursing, and education. Graduate programs include business, education, English, sociology and communication sciences and disorders. Longwood's 5,096 students come from over 25 states and 20 countries. The Campus is a 60-acre residential campus, where 70 percent of undergraduates live in university-sponsored housing. Longwood is located in the heart of Virginia in Farmville; 65 miles from Richmond, 48 miles from Lynchburg, 70 miles from Charlottesville and 150 miles from Washington, D.C. and Virginia Beach. For more information about Longwood, please visit our website at <http://www.longwood.edu/about.htm>.

In 2007, Longwood purchased the WEAVEonline assessment management system, and by 2010-11, full implementation of the system for assessment of academic degree programs, General Education courses, and academic and administrative support services was attained. Annual assessment reports are submitted for all programs, GE courses and units unless scheduled for submission of a Program Review or Professional Accreditation report. Administration has the ability to run reports for determination of resources and budgets required for program/unit improvement.

IV. **STATEMENT OF NEEDS:**

Longwood is seeking an assessment and accreditation management solution providing an integrative platform and functional interface for campus-wide use and robust reporting capability that supports continuous improvement initiatives at the program level as well as external accreditation activities with additional capabilities for e-portfolio assessment, internship/student teacher placement and evaluation, and external surveys. The offeror's proposed solution must meet the following requirements:

A. **Assessment, Planning, and Budgeting Management Requirements:**

1. Manage academic and non-academic assessment across the University to document planning and budget needs related to meeting institutional strategic goals.
2. Document and coordinate assessment and strategic plans, periodic program reviews, annual reports and corresponding action plans.
3. Tie outcomes and assessment results directly to action items and report on the status of initiatives, goals achieved, and budgets for planned improvement actions.
4. Track action items by unit, monitor associated budget requests, and review them across one or more planning cycles
5. Track progress for projects requiring long-term planning.

6. Align/map goals and outcomes from the course/unit level to goals, standards, outcomes and objectives at various levels across the institution, up to the institutional mission and strategic plan.
7. Manage a wide variety of assessment data (including student learning outcomes data and other assessment data from academic and non-academic units) from multiple units/levels for comprehensive planning.
8. Define any number and type of outcomes as well as any number and type of assessment methods for each outcome. Examples of outcomes could include but are not limited to: general education outcomes, individual course outcomes, program outcomes. Examples of assessment methods could include but are not limited to: student papers and projects, capstone course projects, portfolio evaluation, nationally normed tests (e.g. ETS Major Field Achievement Test), unit specific and pre/post testing, surveys and interviews.
9. Manage program reviews for academic and non-academic areas using templates customized by the University. Outcomes and goals from the assessment process must be able to be seamlessly linked to program review items within the solution.
10. Assign particular outcomes or metrics for review in particular years. For example, a program or unit must be able to indicate that some outcomes are assessed every year and other outcomes are assessed every other year.
11. Allow flexibility in the length and frequency of assessment cycles for different entities in the hierarchy (annual vs. 6 year program review; academic vs. non-academic).
12. Create customized assessment templates for different entities in the hierarchy, including the ability to change the order, labels and other descriptive information. For example, the solution must allow for the same or different assessment nomenclature for different groups of academic departments and administrative units.
13. Align relationships between course objectives and an academic program (curriculum mapping), and institutional objectives in a parallel or hierarchical format.
14. Configure, manage and document a systematic review and quality assurance process, so that designated personnel at the University can review collected information and provide support and guidance to programs and departments throughout the assessment and planning process.

B. Data Collection Requirements:

1. Collect assessment data (e.g., surveys, rubrics, and formative assessments) and manage assessment plans in the same Solution – not one or the other. It is imperative that the technology for collecting and managing assessment data are not disconnected systems offered by different technology providers.
2. Create rubrics and attach them directly to measures in multiple assessment plans.
3. Enable juried assessment, either paper or digital, with easy upload of digital work in bulk including ability for calculation and data analysis within system

4. Support entering and tracking rubric-based and narrative feedback on student artifacts by multiple users (rating by committee), including examining inter-rater reliability.
5. Enable and document rubric-based and narrative feedback on assessment practices to program and administrative units (institutional-level rubric & rating by committee).
6. Allow seamless upload of student artifacts created externally from Canvas.
7. Share documents/data in accordance with level of user access or with specified users.
8. Upload supporting files (e.g., Word, PowerPoint, Excel, PDF), store them in a user-friendly manner that maintains role-based access, and link them to multiple assessment components.
9. Provide a library of resources with instruments built by higher education institutions and pre-built rubrics, including the American Association of Colleges & Universities VALUE rubrics.

C. Assessment, Planning and Budgeting Management Reports Requirements:

1. Produce meaningful standard and ad hoc/custom reports. Reports must be customizable to specific nomenclature, data elements and entity groupings.
2. Save and share ad hoc/custom report parameters and generate saved reports in real time.
3. Run reports that summarize/aggregate assessment practices, results, etc. across units in relation to shared, overarching goals/outcomes/objectives and across multiple cycles.
4. Generate reports to analyze outcomes and/or standards assessed across multiple measures, courses and programs.
5. Produce reports in multiple formats, including Excel, CSV, Microsoft Word, HTML and PDF.
6. Add custom logos and graphics within the application and on reports.

D. Accreditation Management Requirements:

1. Create documents required by regional, national, and program level accreditors.
2. Provide up to date and pre-loaded templates for forms and reports required by SACSCOC, AACSB, ASHA, CAAHEP, CAATE, CAEP, CACREP, CCNE, CEC, COAPRT, CSWE, IACS, NASAD, NASM, and NAST.
3. Develop customized accreditation templates not already part of the Solution.
4. Easily upload and manage supporting documentation in multiple file formats for use in multiple accreditation reports, with the ability to track where each document is linked.
5. Support multiple authors and tracked changes.

6. Seamlessly integrate assessment data and other data maintained in the Solution into accreditation reports.
7. Make all compiled accreditation forms and supporting documentation available on a CD/DVD or USB flash drive in a format that is acceptable for submission to the accrediting agency.
8. Automatically generate the four column SACSCOC faculty roster form based on data maintained in the system and course data from Banner, with live links to faculty credentials and course syllabi.
9. Provide custom report options to display faculty credentials data to meet program accreditation report requirements and to generate lists of faculty based on criteria such as department, discipline, degree, terminal degree, rank, awards, etc.
10. Allow individual faculty to access and update data in their individual profile and to create customized CVs.

E. Requirements for Additional Applications:

The offeror's proposed solution should meet the following requirements:

1. E-portfolios:
 - a. Link e-portfolio artifacts directly to specific assessment outcomes at various levels across the institution.
 - b. Create structured templates as well as allow students to build their own creative portfolio.
 - c. Share portfolios with internal and external audiences such as potential employers or admissions committees in multiple formats (i.e., published to the web, printed, or saved as a single file).
 - d. Upload multiple file formats, including video and audio files, to a portfolio.
 - e. Track and analyze data gleaned from portfolio-related activities.
 - f. Monitor engagement in portfolio development and evaluation. For example, use dashboards and reports to see which students are adding work to their portfolios and when they are submitting it for feedback or evaluation.
 - g. Provide both formal and informal feedback to students using rubrics, forms, and comments.
 - h. Generate reports in real time with direct links to archived learning artifacts. Filter the data in a variety of ways to analyze student performance.
 - i. Maintain student artifacts and portfolios so that students can access them after they leave the University.

2. Surveys:

- a. Provide internal and external web-based data collection.
- b. Integrate survey data with assessment management for association to outcomes at any level (from institutional to unit level) and for data analysis and report generation.
- c. Provide all basic survey functionality such as open- and closed-ended questions, drop-down menus, question matrices and cross-tab analysis.
- d. Send system emails and reminder emails to increase response rates.
- e. Survey a variety of internal and external audiences including faculty, site staff, alumni, alumni employers and other constituencies.
- f. Add additional recipients after the survey has been distributed.
- g. Export survey results based on selected criteria in a variety of file formats, including Excel, CSV, Word and PDF.

3. Field Experience and Placement:

- a. Provide essential clinical experience and internship support for the health professions, counseling, social work, education and the social sciences.
- b. Create multiple customized templates for placement site data (including contact information and site demographics) and cooperating staff data (including experience and credentials) to meet the needs of student teaching, clinical field experience, internships and other remote educational experiences such as study abroad programs.
- c. Integrate with faculty credentials to link to and track University supervisors.
- d. Allow students to submit placement application forms online.
- e. Match student applications with cooperating sites and staff maintained in the Solution.
- f. Collect key demographic data and descriptive statistics for a variety of student activities outside the classroom experience.
- g. Easily collect field experience assessments from cooperating site staff who are not associated with the University.
- h. Manage and report on placements, University supervisor assignments, cooperating site staff, and the status of applications and assessments based on multiple criteria, including location (state where site is located), academic program, and specific course requirement.
- i. Integrate with e-portfolios for student artifacts related to field experiences.

F. Usability Requirements:

1. Easily accommodate changes in the entity hierarchy without loss of data and/or need to reenter data (e.g., change in school, change in department).
2. Present a visual interface that is user-friendly, provides multiple ways to access Solution components, and limits the number of clicks to move from one function to another.
3. Provide a “dashboard” view of program/unit assessment activities, progress toward meeting goals and deadlines.
4. Quickly view details about specific assessment plans to evaluate progress as well as see summarized results from multiple programs/departments.
5. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards.

G. Technical, Security and Maintenance Requirements:

1. Capability for import/integration with Banner data (i.e. course, faculty).
2. Assessment data integration and collection capability with Canvas.
3. Support role-based access to data in which user roles can be set up to facilitate authorization to access, review, and contribute content.
4. Secure, web-based hosted service accessible from any major web browsers including Google Chrome, Mozilla Firefox, Internet Explorer and Safari
5. Data backup
6. Logging/tracking and reporting access and use
7. Describe the toolset from which your application is derived.
8. Describe hardware and software requirements for proposed system(s).
9. Describe supported server hardware platforms. Describe support for the following operating systems: Linux and Windows.
10. Describe support for load balancing and system failover including any and all vendor specific preferences. Also include and vendor specific configuration guides.
11. Describe how scalability is accomplished as the criticality of the system(s) and number of users increases.
12. Describe the system capabilities and options for the backup and restoration of the database.
13. Describe the average client response time for all the various functions of the proposed system.

14. Describe services not available during scheduled backups.
15. Describe the staffing required by the University to support the system including performing backups, installing new releases, creating reports, etc.
16. Describe any standard and proprietary API's, integration / connection resources, and development languages and tools that extend your toolset.
17. If the Vendor application requires authentication from the University, then the Vendor must be able to integrate with the University LDAP and/or CAS.
18. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset. Describe any aspects of your application that do not support the Macintosh.
19. Describe requirements for application servers. Describe specific platform recommendations or requirements for certified configuration (e.g. Oracle Application Server, WebLogic, and Apache Tomcat) include either specific application server version or required J2EE version.
20. Describe support for web servers (i.e. Apache, Weblogic and WebSphere).
21. Describe the supported database platforms.
22. Describe support for real-time access to data through some other method (e.g. on-the-fly access to database through ODBC, ADO, JDBC, LDAP, etc. allowing dynamic web content and applications).
23. Describe storage including file formats.
24. Describe your approach to test and production environments including licensing requirements and any additional costs. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.
25. Describe how the product uses network communications to provide its services. Include the purpose and circumstances of all sessions, both amongst internal components and between internal and external components. Specify the communications protocols, listening port numbers, client initiation port numbers, and encryption used between the applicable components: Client workstation(s) to/from server(s); Server to-from server if applicable; Client workstation(s) to/from external server(s) (e.g. directories, databases, file shares, vendor sites) ; Server(s) to/from external server(s) (e.g. directories, databases, file shares, vendor sites) ; Are there any unencrypted communications? If so, please list all data that is passed in the clear.
26. Describe the communications path of any sensitive data.
27. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services. Are all authentication components encrypted when crossing the network.
28. Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process.

29. Describe use of LDAP(S) for authentication and/or authorization
30. Describe handling of matching on attributes for authentication and authorization.
31. Describe the method(s) and granularity of authorization of access to data and services (e.g. individual accounts, LDAP groups, Active Directory accounts)
32. Describe how and where any sensitive data, including authentication information, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details.
33. Describe auditing and logging capabilities and data. Include the information recorded with each event. For example, Successful and failed authentication, Successful and failed authorization, Successful and failed policy change.
34. Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability?
 - a. Describe enterprise audit capabilities
 - b. List the events and logs that can be sent to an external syslog server
 - c. List the events and logs that cannot be sent to a syslog server
35. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.
36. Describe capabilities for remote support and indicate what action shall be taken by the University to take advantage of that service.
37. Describe maintenance options and whether they vary in cost by time of day, etc.
38. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
39. Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following five (5) years.
40. Describe the procedures for obtaining services for all types of maintenance (e.g., installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.)
41. Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.
42. Describe the procedures followed in distribution of information to Longwood University pertinent to system problems encountered at other locations along with the solutions to those problems, when such information is relevant to the University's software.

43. Describe procedure for handling upgrades. Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled.
44. Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.
45. Describe all responsibilities of both the contractor and Longwood University in the isolation and diagnosis of system failures.
46. Describe "escalation" procedure.

H. Support and Training Requirements:

1. Service and support 24x7x365 available to Customer via telephone, email, fax, and remote access.
2. On-site consultation and training for identified University staff must be included with implementation unless other approach is agreed upon by the University.
3. The Offeror shall impart a full understanding of what the Solution can and cannot do with regards to assessment, accreditation, and additional applications, establish the criteria for a successful implementation, and guide the University in setup and configuration of the Solution to its specific needs.
4. Offeror must provide a recommended training outline/schedule in collaboration with the University. Training and implementation may be staggered over an extended timeframe.
5. Training materials and documentation must accompany training sessions.
6. The University reserves the right to order refresher training to cover new capabilities and for new employees.
7. On-line help within the Solution components is desirable.
8. Topics/Areas of training must include administration of application, assessment plan configuration and management, accreditation template configuration and management, customization, report writing, creation of templates, rubrics and scales for electronic portfolios, managing assessment of portfolios, creating and administering surveys, generating output, advice on how to train faculty and students, and helpful hints and tips for using the Solution.

V. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered, offerors must submit a complete response to Longwood by the due date and time stated in this RFP. Offerors are required to submit one (1) signed original hardcopy (paper) of the entire proposal including all attachments and proprietary information; seven (7) additional hardcopies (paper) including all attachments and proprietary information and one (1) copy of the proposal as a PDF file including all attachments and proprietary information must be submitted in electronic format (e.g., USB Drive, CD or DVD). If the proposal contains proprietary information,

then a redacted copy of the proposal in electronic format must also be submitted. The offeror shall make no other distribution of the proposals.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should 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.
- 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 where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.
- e. 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.
- f. 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 § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. 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 of the proposal.

3. Oral Presentation: This RFP will be used to evaluate offerors' proposals with the intention of narrowing the offerors to three finalists. The three finalists' products will be selected by the University for a live, on-site demonstration of the product to Longwood faculty/staff as well as a Q&A session with the selection committee members. Following the demonstration, selection committee must have extended access to a functional prototype to better understand the system features and ease of use. We anticipate the offeror will also demonstrate key aspects of the system to the committee as the prototype may not have sufficient data and documents to effectively demonstrate the solution.

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that Longwood may properly evaluate the offeror's capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Return Offeror Data Sheet, included as an attachment to the RFP.
3. A written narrative statement to include:
 - a. Description of qualifications and experience providing the goods/services described herein for institutions of higher education (references must include four-year institutions who have been using the system for at least two years).
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Additional services the offeror can provide for Longwood to consider.
 - d. Offeror shall provide a narrative of their strategic visioning processes and working/partnering philosophies, approach and style, and how it facilitates successful achievement of the intended outcomes of their work.
4. Specific plans for providing the proposed goods/services including:
 - a. A complete and detailed description of the offeror's methodology and plan for providing the goods/services described herein.
 - b. Timeline for providing the goods/services described herein.

5. Proposed Price (see Section XII. of the RFP).
6. Small Business Subcontracting Plan (SBSP) – Summarize the planned utilization of DSBSD-certified small businesses which include businesses owned by women and minorities, when they have received DSBSD small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. A SBSP template is included in this RFP as Attachment B and must be returned with the proposal.

VI. **EVALUATION AND AWARD CRITERIA:**

- A. **EVALUATION CRITERIA:** Proposals will be evaluated by Longwood using the following criteria:

<u>CRITERIA</u>	<u>POINT VALUE</u>
1. Quality of solution functionality (meets functional requirements in Statement of Work/Scope of Services	35
2. Experience and qualifications of personnel assigned to perform the services and similar higher education client references	15
3. Specific plans or methodology to be used to perform the services	15
4. Price	15
5. Small Business Subcontracting Plan	<u>20</u>
TOTAL	<u>100</u>

- B. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among the three finalists on the basis of the evaluation factors included in the RFP, including compensation, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. After negotiations have been conducted with each offeror so selected, Longwood shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Longwood may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, *Code of Virginia*.) Should Longwood 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 offeror's proposal as negotiated.

- VII. **CONTRACT ADMINISTRATION:** Upon award of the contract, Longwood shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in

connection with the work. All direction and order from Longwood shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

- VIII. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on Friday, December 11, 2015 at 9:00 a.m. in Lancaster Hall, 2nd Floor, Room 223. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Please bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IX. **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 <https://vascupp.org>.
- B. **APPLICABLE LAWS 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. 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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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, § 2.2-4343.1E*).

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. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating 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 entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in 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 bids or 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 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 FOR IFBs AND RFPs:** 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.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency

or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, 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 of the following ways:
 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, 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 *Vendors Manual*. Neither the existence of a claim nor 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 equivalent 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. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent 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 coverage 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 coverage 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. Workers' 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. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors,	

Hospitals, or Health Maintenance Organizations.)	\$1,725,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2031, as follows: July 1, 2013 - \$2,100,000, July 1, 2014 - \$2,150,000. This complies with <i>Code of Virginia</i> §8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eVA.virginia.gov) 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 violations 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:** An 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, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal 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 eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title

50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

X. **SPECIAL TERMS AND CONDITIONS:**

1. **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.
2. **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 the 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 proposal, 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 reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). 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.
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 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.
4. **COMPLIANCE WITH LAW:** All goods and services provided to Longwood University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
5. **CONFIDENTIALITY (Commonwealth):** The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
6. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION (Contractor):** The contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to

safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this contract may be required to sign a confidentiality statement.

7. **CONTINUITY OF SERVICES:**

- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

8. **CONTRACT PARTICIPATION:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <http://www.longwood.edu/materielmanagement>), Cooperative Procurement, it is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Longwood University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Longwood University. Longwood University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the

Contractor to extend the contract. It is understood and agreed that Longwood University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

9. **DATA AND INTELLECTUAL PROPERTY PROTECTION:**

1. **Definitions**

- “Customer” means the individuals authorized by the University to access and use the Services provided by the Contractor.
- “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- “University Data” includes all data relating to the University’s and its End Users’ use of Selected Vendor services under this agreement, including University Records and Personally Identifiable Information.
- “University Records” are defined by and are subject to the Virginia Public Records Act. The term means recorded information that documents a transaction or activity by or with any appointed board member, officer, employee, or agent of the University. Regardless of physical form or characteristic, the recorded information is a University Record if it is produced, collected, received or retained in pursuance of law or in connection with the transaction of university business. The medium upon which such information is recorded has no bearing on the determination of whether the recording is a University Record. University Records include but are not limited to: personnel records, student records, research records, financial records, patient records and administrative records. Record formats/media include but are not limited to: email, electronic databases, electronic files, paper, audio, video and images (photographs).

2. **Rights and License in and to the University Data**

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Longwood, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. The contract does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

3. **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 contractor (or its subcontractors) for Longwood will not be disclosed to any other person or entity without the written permission of Longwood. Contractor warrants to Longwood that Longwood will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor will execute any assignments or other documents needed for Longwood to perfect such rights.

4. **Data Privacy**

- a. Contractor will use Longwood data only for the purpose of fulfilling its duties under the contract and will not share such data with or disclose it to any third party without the prior written consent of Longwood or as otherwise required by law.
- b. All Longwood data will be stored and processed on servers located solely within the Continental United States.
- c. Contractor will provide access to Longwood data only to those employees and subcontractors who need to access the data to fulfill contractor obligations. Contractor will ensure that employees who perform work under the contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the contract prior to being granted access to Longwood data.

5. **Data Security**

- a. Contractor will store and process Longwood data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all Longwood data will be encrypted in transmission (including via web interface) and stored at no less than 256-bit level encryption.

- b. Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under the contract.

6. **Audits**

- 1. Contractor will at its expense conduct or have conducted at least annually a:
 - SOC 2 Type II audit with audit objectives deemed sufficient by Longwood, or other security audit with audit objectives deemed sufficient by Longwood, which attests the Contractor's security policies, procedures and controls;
 - vulnerability scan, performed by a scanner approved by Longwood, of Contractor's systems and facilities that are used in any way to deliver Services under the contract; and
 - formal penetration test, performed by a process and qualified personnel approved by Longwood, of Contractor's systems and facilities that are used in any way to deliver Services under the contract.
- 2. Contractor will provide Longwood upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the contract. Longwood may require, at its expense, Contractor to perform additional audits and tests, the results of which will be provided promptly to Longwood. In the event that the Contractor has not had security audits performed of systems that are used in any way to deliver services under the contract, Longwood reserves the right to have their own auditors perform on site audits of Contractor's operations at Contractor's expense.

7. **Data Authenticity and Integrity**

Contractor will take reasonable measures, including audit trails, to protect Longwood data against deterioration or degradation of data quality and authenticity. The Contractor shall be responsible for ensuring that Longwood data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."

8. **Security Breach Response**

- a. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Longwood data, Contractor will notify Longwood, fully investigate the incident, and cooperate fully with Longwood's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from Longwood.

- b. Notwithstanding any other provision of the contract, and in addition to any other remedies available to Longwood under law or equity, Contractor will reimburse Longwood in full for all costs incurred by Longwood in investigation and remediation of such Security Breach, including but not limited to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract; the offering of one year's credit monitoring to the affected individuals if the data exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

9. **Response to Legal Orders, Demands or Requests for Data**

1. Except as otherwise expressly prohibited by law, Contractor will:
 - immediately notify Longwood of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Longwood data;
 - consult with Longwood regarding its response;
 - cooperate with Longwood's reasonable requests in connection with efforts by Longwood to intervene and quash or modify the legal order, demand or request; and
 - upon Longwood's request, provide Longwood with a copy of its response.
2. If Longwood receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking Longwood data maintained by the Contractor, Longwood will promptly provide a copy to the Contractor. Contractor will promptly supply Longwood with copies of data required for Longwood to respond, and will cooperate with Longwood's reasonable requests in connection with its response.

10. **Data Transfer Upon Termination or Expiration**

1. In the event that the University requests sanitization of its data, Selected Firm/Vendor agrees to Sanitize all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data sanitization to the University.
2. Selected Firm/Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in multiple purchase orders with the eVA transaction fee specified below assessed for each order.
- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
 - b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) 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, website portal www.eVA.virginia.gov, 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. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

11. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
12. **EXCESSIVE DOWNTIME:** Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s)

of comparable quality, and must be installed and operational within two (2) days following the request for replacement.

13. **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: _____	<u>1/5/2016</u>	<u>2:00 p.m.</u>
Name of Offeror	Due Date	Time
_____	<u>LU214-16-009</u>	_____
Street or Box Number	RFP No.	
_____	Assessment, Planning, Budget and	
City, State, Zip Code	Accreditation Management System	
	RFP Title	

Name of Purchasing Officer Cathryn B. Mobley, Director of Financial Operations & Materiel Management

14. **LATE PROPOSALS:** To be considered, proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation. Offerors are responsible for the delivery of the proposal and if using U.S. Mail or a delivery service, should ensure that the proposal is addressed properly (see 13 above). The Purchasing Department will contact the Offeror to arrange for pick up or destruction of the late proposal. The official time used in receipt of proposals shall be the time on the automatic time stamp machine of Longwood's Purchasing office, address and location on cover page of solicitation.
15. **LATEST SOFTWARE VERSION:** Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
16. **LIMITATION OF USE:** The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.
17. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

- (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
- (iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual 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 shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

18. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on Friday, December 11, 2015 in Lancaster Hall, 2nd Floor, Room 223 on the Longwood University campus in Farmville, VA. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Please bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation, if necessary.

19. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.

20. **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.

21. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be binding on the offeror for (90) calendar days following the proposal due date. Any proposal on which the offeror shortens the acceptance period may be rejected. At the end of the (90) 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 canceled.
22. **REFERENCES:** Offerors shall provide three (3) colleges or universities where similar goods and/or services have been provided. An Offeror Data Sheet is provided as Attachment C and must be completed and returned with your proposal.
23. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
24. **RFP DEBRIEFING:** In accordance with §49 of the *Governing Rules*, Longwood is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request, we will provide a scoring summary, the award justification memo from the evaluation committee and brief, general comments submitted by evaluation committee members. Formal debriefings are generally not offered.
25. **SOFTWARE UPGRADES:** The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
26. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
 - A. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 - B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small,

women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
27. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price. These discounts shall also be extended to any public body, public or private health or educational institutions, or affiliated corporations accessing the contract (reference Special Terms and Conditions 6).
28. **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.
29. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized.
30. **THIRD PARTY ACQUISITION OF SOFTWARE:** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
31. **TITLE TO SOFTWARE:** By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
32. **WARRANTY AGAINST SHUTDOWN DEVICES:** The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs.

Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

- XI. **METHOD OF PAYMENT:** Longwood will authorize payment to the contractor after receiving satisfactory service and receipt of the contractor's correct invoice for services rendered.

Offer shall describe how Longwood will be invoiced. Invoices shall include the contract number and purchase order number. Invoices must correspond with contract prices. Unless specified otherwise in a purchase order change form or a contract modification agreement, invoices shall be sent to the following address:

Longwood University
Accounting and Financial Reporting
201 High Street, Lancaster 213C
Farmville, Virginia 23909

- XII. **PRICING SCHEDULE:** The Offeror shall propose a pricing/fee structure including upfront costs, annual/maintenance/hosting fees. Explain any associated costs with upgrades. Please provide a breakdown of all costs.

Note: Additional price adjustments shall be mutually agreed to by Longwood and the contractor and shall be made only at the time of each successive contract renewal period, if exercised.

- XIII. **ATTACHMENTS:**

A – WRITTEN PRE-PROPOSAL QUESTION FORM

B – SMALL BUSINESS SUBCONTRACTING PLAN

C – OFFEROR DATA SHEET

ATTACHMENT A – WRITTEN PRE-PROPOSAL QUESTION FORM

Project: Assessment, Planning, Budgeting and Accreditation Management System
Longwood University
Farmville, Virginia 23909

Attention: Cathryn B. Mobley, CPA, CUPO, VCCO, VCO
Director of Financial Operations & Materiel Management
Lancaster Hall, Room 217C
Longwood University
Farmville, Virginia 23909
Fax: 434-395-2246 | Email: mobleycb@longwood.edu

The following questions are against RFP#LU214-16-009

<u>Section, Page, Paragraph, Line(s)</u>	<u>Question</u>
--	-----------------

All questions shall be received by **12:00 Noon, December 16, 2015**. All responses to questions will be made by addendum.

Question(s) submitted by:

Name

Company

Email Address: _____

Phone # _____

Fax # _____

ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

DSBSD: Department of Small Business and Supplier Diversity.

Small Business: “Small Business” 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. Note: This shall not exclude DSBSD-certified women- and minority-owned businesses when they have received DSBSD small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by DSBSD by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at www.dmbv.virginia.gov (Customer Service).

Offeror’s Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by DSBSD as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

If your firm is certified by DSBSD, are you certified as a (**check only one below**):

_____ Small Business	Certification Number: _____
_____ Small and Women-owned Business	
_____ Small and Minority-owned Business	Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name & Address DSBSD Certificate #	Status if Small Business is also: Women (W) Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

ATTACHMENT C – OFFEROR DATA SHEET (TO BE COMPLETED BY OFFEROR AND RETURNED WITH PROPOSAL)

- A. **Qualification of Offeror:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Indicate below the length of time you have been in business providing the goods/services required herein.

_____ Year(s) _____ Month(s)

- B. **References:** List three (3) colleges or universities for whom you have provided this type of goods/services that Longwood has your permission to contact.

1.

College/University

Address

Phone Number

Date(s) of Service

Email Address

2.

College/University

Address

Phone Number

Date(s) of Service

Email Address

3.

College/University

Address

Phone Number

Date(s) of Service

Email Address