



Request for Proposal

Integrated Audit Management Solution Software

RFP# MW091517

September 15, 2017

Issued by

University of Virginia
Procurement and Supplier Diversity Services
Charlottesville, Virginia

A VASCUPP Member Institution



I. GENERAL INFORMATION

A. Purpose of this Request for Proposal (RFP)

The Rector and Visitors of the University of Virginia and its Internal Audit Department (the “University”) seeks proposals from firms to provide software for an integrated audit management solution (“Goods and Services”).

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

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

B. RFP Schedule and Information:

1. ***Preproposal Conference Call***

An optional Preproposal Conference Call will be held on **Tuesday, September 26, 2017 at 1:00 p.m. EDT**. The purpose of the Preproposal Conference Call is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP. **The conference call number is 866-842-5779 and the access code is 4349248918.**

2. ***Proposal Due Date/Time: Thursday, October 19, 2017 by 10:00 p.m. EDT.***

Please note that proposals **received** after the due date/time will not be accepted. Submit your proposal via email to pur-rfp@eservices.virginia.edu and mw9u@virginia.edu. In the subject line of the email, please put the following: **“Firm Name – RFP Proposal for IAMS”**.

When submitting your proposal, we are requesting the following separate documents in accordance with Section III:

- a) Your proposal, with the naming convention **“Firm Name – Proposal”**
- b) Security Questionnaire (see Section III.B.5). Use the naming convention **“Firm Name – Security Questionnaire”**
- c) Your Pricing Proposal (see Section III.E). Use the naming convention **“Firm Name – Pricing”**

- d) Contractual Provision Addendum (if applicable) (see Section III.F.1). Use the naming convention “**Firm Name - Contractual Provisions Addendum**”

NOTE: Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must follow the requirements as set forth in Section I.H, Virginia Freedom of Information Act, below.

3. ***Expected Award Date:*** Awards are expected to be made by January 19, 2018.

C. Communication with the University

1. During this procurement, all communication with the University regarding this RFP must be directed to the Procurement & Supplier Diversity Services office and the buyer listed below. **FAILURE TO ADHERE TO THIS REQUIREMENT MAY RESULT IN THE REJECTION OF THE FIRM’S PROPOSAL.** The only exception is for issues directly related to Small, Women-owned and Minority-owned (“SWAM”) business and SWAM subcontracting opportunities. Such SWAM issues may be directed to Les Haughton, the University’s Director of Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu.

2. Refer all questions / correspondence to the issuing office:

University of Virginia
Procurement & Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202

Buyer: Michael Warlick
Phone: 434-924-8918
Fax: 434-982-2690
Email: mw9u@virginia.edu

Note: If your proposal is submitted via the U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

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

D. Expected Term

The term of any resulting agreement(s) is expected to be for ten (10) years.

E. Proposal Offer Period

By submitting a proposal, the firm agrees that its proposal constitutes an offer which will remain open and irrevocable for a period of 180 days from the deadline for submitting proposals.

F. Rejection of Proposals

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

G. Contract Administrator

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

H. Virginia Freedom of Information Act

Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (email, CD, etc.) with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

II. SCOPE OF GOODS AND SERVICES

The University is seeking proposals for an integrated audit management solution to fulfill the following functions:

- Creating an audit universe
- Assessing the risk of the components of the audit universe
- Developing an audit schedule (annual or multi-year) based on the risk assessment
- Scheduling audits for completion of the annual audit schedule
- Planning individual audits including audit staffing and timelines
- Managing audit resources in support of audit schedule completion
- Creating, managing and maintaining electronic working papers
- Tracking time spent by audit staff on audit and non-audit activities
- Reporting on the results of audits
- Reporting on the performance of audit staff in completing audit projects
- Supporting the creation, distribution, and collection of questionnaires and surveys
- Tracking corrective actions related to audit observations and supporting follow-up audit procedures

A. Requested Functionality

1. Is the solution capable of facilitating, documenting and storing annual audit plans based upon risk results developed through a risk assessment process applied to the audit universe?
2. Does the solution provide or support standard internal control frameworks such as COSO, COBIT, GAO, or IIA and allow for the use of customized frameworks in performing risk assessments.
3. Does the solution have the ability to schedule audits aggregately for the year and individually by project, including time budgets and staffing resources, and to track progress against the annual audit plan and against individual audit budgets?
4. Does the solution permit the assignment of audit tasks to individual members of the audit staff?
5. Does the solution have the ability for audit staff to enter time for audit projects, personal time, and administrative tasks and to produce time management reports reflecting staff utilization and project budget variances?
6. Does the solution allow users to track status and progress (% of completion) on audit objectives throughout the audit process and produce management reports to assist in analyzing project status?

7. Does the solution provide a mechanism for delivering event-based notifications, assignments, requests, alerts and escalation to ensure timely completion of audit tasks?
8. Does the solution support the creation of standard or customized working papers with the ability to attach files as evidence? Does the solution permit the editing of both working papers and attachments and include the ability to append notes to individual working papers?
9. Does the solution allow for the electronic submission of documents or files in response to requests made of audit clients using an online portal that will populate to the related audit project?
10. Does the solution provide for the ability to communicate within an audit team for collaboration within each individual audit, including the creation of and response to review notes?
11. Does the solution include robust review and approval processes during all phases of an audit (e.g., audit programs, working papers, review notes, and audit reports)?
12. Does the solution provide for a systematic audit methodology to ensure that all risks, controls and observations are linked and cross-referenced? Further, does the solution provide a mechanism to ensure all tasks and management reviews are accomplished for quality and completeness of each audit?
13. Does the solution have the ability to generate standard or customized work templates and populate them into each new audit project? In addition, does the solution provide the flexibility to add, modify or delete standard templates, and to reuse content from other audit projects?
14. Does the solution allow for the assignment of unique numbering and indexing of audit documents and working papers and support tickmark functionality?
15. Does the solution support the attachment of documents and files in any format at any stage of the audit as supporting evidence?
16. Does the solution permit the creation of questionnaires and surveys and allow respondents to submit their responses electronically to be populated directly to the related questionnaire or survey.
17. Does the solution allow for the assignment of severity indicators to audit observations, as well as expected completion dates for remedial action plans?
18. Does the solution include the ability for audit clients to provide online responses to audit observations and recommendations and to provide updates on remedial actions to be populated directly to the open item(s)?

19. Does the solution track audit observations, recommendations or action plans and report outstanding or past-due remedial actions as needed?
20. Does the solution provide an indexed and searchable repository for:
 - audit programs and audit notifications;
 - control frameworks and audit and reporting templates;
 - risk assessments, audit tests and common observations;
 - quality assurance templates;
 - archived audit projects?
21. Does the solution provide for the recording of staff training hours along with supporting documentation?
22. Does the solution include management reporting components such as audit performance by project, completion of the annual audit schedule, global audit coverage, audit quality indicators, open and closed observations, outstanding action items, summaries of client satisfaction surveys, and staff training hours? Does reporting include standard reports and dashboards along with the ability to customize reports or dashboards as needed?

B. Additional Functionality

In addition to the functions described above, the University prefers an audit management solution that is integrated with some or all of the features of a governance, risk and compliance suite, including, but not limited to the following:

1. Regulatory Standards Library
2. Regulatory Change Management
3. Organizational Policy Management
4. Compliance Monitoring, including Sarbanes-Oxley (SOX)
5. Organizational Risk Assessment
6. Internal Controls Management
7. Internal Controls Monitoring
8. Ethics and Hotline Case Management
9. Ethics and Compliance Training Management

III. CONTENTS OF THE PROPOSAL

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

- A. An executive summary of your proposal, highlighting specific strengths, and how those strengths transfer into value for the University. Include a company profile which covers:
 - 1. A brief history, organizational structure and general overview of your company and philosophy.
 - 2. The name of the firm's primary contact during the RFP process, to include phone numbers and email address.

- B. Goods and Services
 - 1. Software — Describe in detail the firm's product(s) and if / how it meets the requested functionality listed in Section II.
 - 2. Installation / Implementation Plan / Timeline— Provide details on the installation and implementation plan that includes a timeline with dates of initiation and completion. Include all requirements, if any, for University resources that must be used for each step of the implementation. The plan should detail activities from the start of system implementation through a stabilization period.
 - 3. Technical —Please describe the technical / operational requirements for your solution and whether it's a SaaS solution, an onsite hosted solution, or both. It is the University's intent to acquire a SaaS solution, but we will consider a University hosted solution.
 - 4. Education and Training — Describe the education and training that is included / available as part of the solution.
 - 5. Security Questionnaire — Complete the Higher Ed Cloud Vendor Assessment Tool attachment below and return as a separate document with your proposal. Use the naming convention "**Firm Name – Security Questionnaire**".



HigherEdCloudVen
dorAssessmentTool.

6. Customer Support / Maintenance / Warranties — Provide detailed information about the firm's customer support, maintenance and warranties associated with the proposed solution.

C. Relevant Experience

1. Provide narrative descriptions to highlight the similarities between the firm's experience and this Request for Proposal. Please include:
 - a. The time period of the project;
 - b. The scheduled and actual completion dates;
 - c. Staff-months expended;
 - d. The firm's responsibilities;
 - e. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address);
 - f. Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a firm performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
2. Key Staff: The firm is expected to propose sufficient staff with the requisite skills and abilities to meet all requirements in this RFP. The firm must identify the personnel and provide resumes and references for the identified key staff. If the firm's methodology deems other staff as key, the firm must identify the positions, provide representative job descriptions, identify the personnel and provide resumes and references. In addition, the firm must provide representative job descriptions for any other positions identified in the firm's proposed staffing plan. The firm's proposal must describe policies, plans and intentions with regard to maintaining continuity of key staff assigned to the project and avoiding and minimizing the impact of necessary staff changes.

D. References

The firm shall provide a minimum of three (3) references (preferably Higher Ed if applicable) with contact information including email addresses. The University reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work

stoppages, etc.), overall performance, and whether or not the reference would require the firm or individual.

E. Pricing Proposal

1. Describe any and all fees and expenses the firm proposes to charge the University for the Goods and Services. Ensure that all fees and expenses associated with provision of the Services are delineated. For pricing, assume a base of 20 users and outline the pricing structure for additional users.
2. Describe how the University will be charged for the implementation and for on-going support. For implementation, the University will accept either fixed fee or time and material (with a cap on time and materials) proposals. Include any additional discounts available for early payment of invoices.
3. Describe how the firm would propose to allow the University to withhold a portion of its total fees for the Goods and Services in order to guarantee that the implementation and the successful launch of the solution has been performed successfully.

Note: When submitting your proposal, submit this document as a separate document and name it “**Firm Name – Pricing.**”

F. Contractual Arrangements

1. This solicitation and any subsequent award are subject to the University’s Contractual Provisions shown in Attachment 1, Contractual Provisions. If a firm has any modifications to any of the Contractual Provisions (except for provisions A – I, which are mandatory), you must submit a separate document with your proposal, titled “**Firm Name - Contractual Provisions Addendum**”, with the proposed modification language and listed/numbered to correspond with how the provisions are listed in Attachment 1. This document must be a Word document. The University reserves the right to accept, reject, or modify the proposed modifications.

Please be advised that any requested modification to the contractual provisions could delay and/or impact an award to a firm. If the firm does not submit a separate addendum with proposed modifications, then the proposal from the firm will be deemed to include University Contractual Provisions as is.

2. Provide the amount of annual sales, if any, the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at <https://vascupp.org/>.
3. State the firm’s agreement to receive payments electronically via Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. For more information about these

payment methods, reference the contractual provision in Attachment 1 regarding this subject and also this link: <http://www.procurement.virginia.edu/pagepaymentmethods>

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

The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University's 2014 SWAM plan spend goal for firms certified by the Commonwealth of Virginia's Department of Small Business & Supplier Diversity (SBSD) is 45%. Targets for each business segment are as follows:

Small Business & Supplier Diversity	6%
Women Business Enterprises	7%
Small Business Enterprises	32%

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

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

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

H. Specify any assumptions you are making in this proposal, and provide any other information which the University should consider in evaluating the firm's proposal.

For reiteration, the following documents should be included in your response:

- a) Your proposal, with the naming convention "**Firm Name – Proposal**"
- b) Security Questionnaire (see Section III.B.5). Use the naming convention "**Firm Name – Security Questionnaire**"

- c) Your Fee / Rate Structure (see Section III.E). Use the naming convention “**Firm Name – Pricing**”
- d) Contractual Provision Addendum (if applicable) (see Section III.F). Use the naming convention “**Firm Name - Contractual Provisions Addendum**”

IV. BASIS OF SELECTION

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

- A. The firm's planned approach and demonstrated ability to provide the University with the services as described in the RFP.
- B. The firm's experience in providing Goods and Services similar to those described in this RFP, to include the firm's references from clients.
- C. The firm's financial proposal;
- D. The contractual terms that would govern the relationship between the University and the Selected Firm;
- E. The firm's Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm's plan for utilization of SWAM businesses.

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

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

ATTACHMENT 1

Contractual Provisions

- A. Nondiscrimination
During the performance of this Agreement, Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2- 4343.1, the University does not discriminate against faith-based organizations.
- B. Conflict of Interests
Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.
- C. Independent Selected Firm
Selected Firm is not an employee of the University, but is engaged as an independent Selected Firm. Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.
- D. Workers' Compensation and Employers' Liability
The Selected Firm will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.
- E. Drug-Free Workplace
Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

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

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

F. Information Technology Access Act

All electronic and information technology procured through this RFP must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>.

Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology agreements:

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

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

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

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

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

G. Selected Firm License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If the Selected Firm provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Selected Firm License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement. It is the Selected Firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the University.

H. Unauthorized Alien Use

Selected Firm warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of 1986. Selected Firm furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

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

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

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

If to the University:

Eric N. Denby
Director of Procurement and Supplier Diversity Services
University of Virginia
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-4019
Fax: 434-982-2690

If to Selected Firm:

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

L. eVA Registration / Transaction Fee
The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

Selected Firm is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement. Selected Firm will be subject to an eVA transaction fee, for which Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov

M. Payment Terms
The Selected Firm agrees to receive payments electronically via Bank of America's ("BoA") PayMode® or BoA's ePayables® method of electronic payment. For more information about these payment methods, reference this link: <http://www.procurement.virginia.edu/pagepaymentmethods>

Unless PayMode with a cash discount is offered or ePayables is selected, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 45 basis. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

N. Waiver

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

O. Indemnification

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

P. Termination

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

In addition, this Agreement may be terminated by either party by providing 45 days' notice. The University remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination.

Q. Non-Appropriation

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

R. Right of Audit

The University reserves the right to audit or cause to be audited Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that Selected Firm perform self-audits within reasonable parameters established by the University.

S. Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires Selected Firms with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the Selected Firms intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. The University's procedure for deciding such contractual claims can be found at:
<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>

T. Insurance

Listed below is the insurance Selected Firm must maintain under any Agreement resulting from this RFP. In no event should Selected Firm construe these minimum required limits to be its limit of liability to the University. Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until Selected Firm satisfies the insurance requirements of the University. Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by Selected Firm.

The scope of goods or services does not include product installation or setup, maintenance service and the delivery is limited to a central delivery point, the minimum level of coverage will be:

Commercial General Liability:

Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence, with coverage for premises and operations.

Automobile Insurance:

Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per accident on all owned, hired, and non- owned vehicles operated by its employees.

Additional Insured:

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

U. Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with Selected Firm and will fully and independently administer its use of this Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by Selected Firm to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

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

V. The University's Authorized Representatives

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

W. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: <https://vascupp.org/hem.pdf>

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

Lorie Strother
SWAM Contract Administrator
Procurement and Supplier Diversity Services
E-mail: <mailto:ljs8n@virginia.edu>

The quarterly SWAM business reports will contain this information:

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

Selected Firm's failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or Selected Firm's failure to comply with the plan for utilizing SWAM businesses submitted by Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

Y. Ordering Procedures
The University does not place verbal orders for the Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Goods and Services. Accordingly, at the University's request, Selected Firm will issue a proposal/quotation listing the Goods and Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Selected Firm to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Selected Firm provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

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

AA. Future Goods and Services
The University reserves the right to have Selected Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems or related services provided

by Selected Firm. These additional goods and services will be provided to the University at Favored Customer pricing conditions.

BB. Marketing

The University encourages Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in Selected Firm's Goods and Services. However, Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

CC. Compliance

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

DD. 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 Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

EE. Force Majeure

Neither the University or Selected Firm (individually, a "Party") will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order, including orders from any governing body (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the Party's control. Any delay in performance will be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six calendar months, either Party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, will expire immediately upon the discontinuance of the event of force majeure.

FF. Data and Intellectual Property Protection

Sensitive, non-public "[University Data](#)" is strictly regulated by state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. If the Selected Firms providing goods or services to the University will receive, create, or come into non-incident contact with University Data, the Selected Firm agrees to abide by the terms and conditions of the [Data Protection Addendum](#). Further, if the Selected Firm providing goods or services to the University will receive, create, or come into non-incident contact with patient or UVa health plan participant Protected Health Information as that term is defined in 45 C.F.R. § 160.103, the Selected Firm is a Business Associate, and agrees to abide by the terms and conditions of the [Business Associate Addendum](#) in addition to the Data Protection Addendum.

GG. Accessibility
Selected Firm warrants and represents that all Goods and Services provided hereunder will be in accordance with University's Policy IRM-008: University Information Technology Accessibility (<https://uvapolicy.virginia.edu/policy/IRM-008>) requiring compliance with the Web Content Accessibility Guidelines (WCAG) version 2.0 / Level AA (<http://www.w3.org/WAI/intro/wcag.php>) and Section 508 of the Rehabilitation Act of 1973. Selected Firm will monitor and maintain compliance with the Policy and referenced standards throughout the term of Agreement. Before any system launches, and at each major version change, Selected Firm will provide verification of compliance by submitting a WCAG 2.0 Compliance Checklist and a VPAT (Voluntary Product Accessibility Template) for all products/modules under consideration, completed as a self-assessment by a technician with a background in accessibility testing or by a third party jointly chosen by Selected Firm and the University.

HH. Brand Standards
Selected Firm warrants that any Creative Work produced for the University (1) will comply with the University's brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. Selected Firm agrees that the University, in its sole discretion, will determine Selected Firm's compliance with this Section HH. Creative Work includes, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University. For additional guidance, Selected Firm should consult the UVA Brand Guidelines at <http://brand.virginia.edu> (requires registration) or contact University Communications (brandguidelines@virginia.edu).

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

JJ. UCC Support
Selected Firm agrees to support University Career Center ("UCC") by:

- Utilizing University student internships as needed.
- Selected Firm will inform UCC of full-time employment positions, regardless of location, that become available, where a new University graduate would be an ideal candidate.
- Selected Firm will consider participating in at least one UCC events per year, which may include career fairs or information sessions.

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

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

LL. Governing Law

This Agreement and all aspects of the Service will be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia.

MM. Entire Agreement

This is the entire agreement between the University (including University employees and other End Users) and Selected Firm. In the event that Selected Firm enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

NN. Agreement Signature

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

ATTACHMENT B
Vice President for Finance's Request for Commitment



UVAFinance

Attachment B

Vice President for Finance's Request for Commitment

Greetings:

The University of Virginia is able to deliver excellent education, research, healthcare, and public service because the high value support from you and all our suppliers of goods and services. Thank you for sharing our commitment to excellence. As a University, we are committed to diversity within our students, our faculty and staff, and our vendors and contractors. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We currently have a substantial volume of activity with small firms; however, we are striving to increase the number of substantial, long-term business relationships with minority- and women-owned businesses. We need your help here.

I have two requests: First, I ask that you actively seek out opportunities to involve small, women- and minority-owned businesses as you deliver services to UVA. Our team in Procurement and Supplier Diversity Services will assist you in identifying qualified diverse business partners. Second, please report your success in this area through our quarterly subcontracting reports – this is critical in quantifying how well we are meeting our goals. The terms and conditions previously provided to your organization outlined this process.

This effort is important to the University. We truly appreciate your efforts to join us in this commitment and partnership towards excellence.

Sincerely,

A handwritten signature in black ink that reads "Melody Bianchetto".

Melody Bianchetto
Vice President for Finance

*UVAFinance is the **valued and trusted financial partner** that the University community turns to first.*
Carruthers Hall | 1001 N. Emmett Street | PO Box 400210 | Charlottesville, VA 22904-4210
P 434.924.0716 | F 434.982.2315 | virginia.edu/vpfinance