



PROCUREMENT AND CONTRACTS

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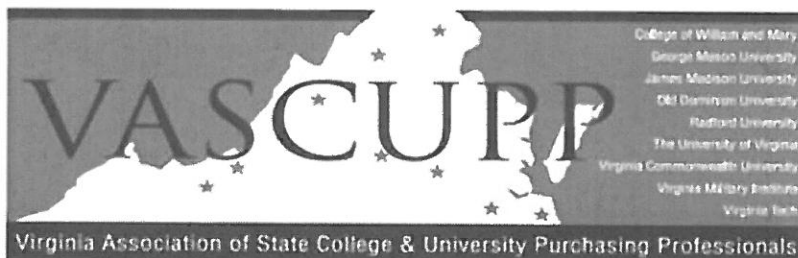
RADFORD, VA 24142

REQUEST FOR PROPOSAL

R12-022

WEB-BASED ATHLETE RELATIONSHIP MANAGEMENT SYSTEM – TERM CONTRACT

OCTOBER 14, 2011



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP

(VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS)



REQUEST FOR PROPSAL
RFP # R12-022

ISSUE DATE: October 14, 2011

TITLE: Web-based Athlete Relationship Management Systeme

COMMODITY CODE: 20800

ISSUING AGENCY: **RADFORD UNIVERSITY**
Procurement and Contracts
David E. Armstrong Complex, 501 Stockton St.
Post Office Box 6885
Radford, VA 24142-6885

**AGENCY WHERE WORK
WILL BE PEFORMED:** Radford University, Radford, VA.

PERIOD OF PERFORMANCE: Twelve months from acceptance with four one-year renewal options

SEALED PROPOSALS DUE DATE/TIME: November 4, 2011 up to 2:00 PM. **PROPOSALS RECEIVED AFTER THE DUE DATE AND
TIME CANNOT BE ACCEPTED.**

OPTIONAL PRE-PROPOSAL CONFERENCE: See Attachment C Special Terms and Conditions, paragraph 25.

QUESTIONS/INQUIRIES: E-mail all inquiries for information to: obussey@radford.edu

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO RADFORD UNIVERSITY, PROCUREMENT AND CONTRACTS, POST OFFICE BOX 6885, RADFORD, VA 24142. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: Radford University, Procurement and Contracts, David E. Armstrong Complex, 501 Stockton St., Radford, VA 24142.

In compliance with this Request for Proposals and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in SECTION ____, Pricing Schedule.

Legal Name and Address of Firm (Please Print):

	Date:	
	Signature:	
	Print Name:	
	Title:	
FEI/FIN/SS No.:	Telephone:	
eVA Vendor ID or DUNS No.:	Fax:	Email:

Check all that apply: ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Individual
☐ Woman-Owned ☐ Minority-Owned ☐ Small Business
Department of Minority Business Enterprise (DMBE) Certification No. and Expiration Date:
(www.dmbv.virginia.gov) for additional information.

Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules 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 intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations with one qualified contractor to provide a web-based Athlete Relationship Management System, as outlined herein, to Radford University, (hereinafter referred to as "RU", or "the university"), an agency of the Commonwealth of Virginia.

II **BACKGROUND:**

Currently Radford University Athletic Department is using several different methods for our 19 sports programs to track recruiting activity and include Scoutware, and Arms, and Team Desktop.

Nestled in the New River Valley of the Blue Ridge Mountains in Radford, Virginia, Radford University is student-centered and focused on providing outstanding academic programs for its more than 9,000 students. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful campus, the University offers many opportunities to get involved and succeed in and out of the classroom.

As stated in the University's Strategic Plan, **7-17, Forging a Bold New Future**, the mission of the institution is as follows:

Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service, and research programs. First and foremost, the University emphasizes teaching and learning and the process of learning in its commitment to the development of nature, responsible, well-educated citizens. RU develops students' creative and critical thinking skills, teaches students to analyze problems and implement solutions, helps students discover their leadership styles, and fosters their growth as leaders. Toward these ends, the University is student-focused and promotes a sense of caring and of meaningful interaction among all members of the University community. Research is viewed as a vital corollary to the teaching and learning transaction as it sustains and enhances the ability to teach effectively. Radford University believes in the dynamics of change and has strong commitment to continuous review, evaluation, and improvement in the curriculum and all aspects of the University, so as to meet the changing needs of society.

In the *U.S. News and World Report's 2010 Guide to America's Best Colleges*, Radford University was named one of the nation's "Top Up-and-Coming Schools". The University has continued its rise in these rankings, moving from 51st in 2005 to 38th in 2011 in the south for seven consecutive years. Additionally, in the past year the University was named in the *Princeton Review's Guide to 286 Green Colleges* as well as Blue Ridge Outdoors' list of the greenest colleges in the Southeastern United States.

III **STATEMENT OF NEEDS:**

In order to be more efficient from a compliance perspective the Athletic Department would like to implement one web-based Internet relationship management system to be accessed by all 19 sports programs and the Compliance Office. By implementing one software program it will ensure equity as well and assist with the monitoring of NCAA rules and regulations as it pertains to recruiting activities.

The offeror shall have available and be able to demonstrate the use and functions of the components and/or features for Athletics Relationship Management Software to be accessed by multiple sports and the Compliance Office. The system application shall be well developed, tested, and used in similar education units. Describe in detail the manner in which each item is addressed by the system.

A. **Application Functionality:**

1. Describe features of the proposed web-based relationship management software system.

2. Describe system reports and ability to generate NCAA compliant reports that input data from phone calls, official visits, unofficial visits, contacts and evaluations made by coaches and transform the information into a recruiting summary format.
3. Describe system's centralized reporting and staff access to all correspondence.
4. Describe the system capabilities for multiple users from one sport and administrative support accessing and updating recruiting database.
5. Describe customized reporting and terminology by sport program.
6. Describe system ability to organize each prospect's information and link them to the appropriate coach(s).
7. Describe system ability for electronic transmissions, which meet the requirements of the NCAA Bylaw 13.4.1.2. (attachment D)
8. Describe system ability for full color graphics and personalized colorful bulk emails - sent in a text format.
9. Describe screen capture and graphic editing tools provided as part of the system. Describe the ability to transfer images from an online site, edit them and then input into a mailing or recruiting email
10. Describe system Tracking Mechanisms (*i.e., what prospects read and when they read it; coaches and/or staff alert via text message to their cell phone when a recruit opens an email, compliance notifications when potential violations have occurred*).
11. Identify system accessibility in the office, at home or on the road via the internet (*24 hours, 8-5*) as well as customer support.
12. Describe ability for staff members to "ghost-write" on behalf of another staff member.
13. Describe system ability for monitoring all communications and providing notifications. Include NCAA specific legislation that it helps to monitor or address.
14. Describe system ability to prioritize entries (prospective student-athletes) by sorting recruits by year, priority, location, sport position, test scores, camp information and birthday.
15. Describe system search capabilities performed by the coach, compliance or administrator.
16. Indicate system ability to import and export data (*i.e. from current database being utilized, including Scoutware, ARMS, Team Desktop and excel spreadsheets*).
17. Describe system ability to interface with the NCAA Compliance Assistant (*i.e. recruiting; contacts/evaluations, Division 1; phone calls; prospect general information; etc.*) (*Attachment E Section Recruiting, 3*)
18. Indicate system ability to work with both an Apple and Windows based computers.
19. Describe system ability to utilize mobile devices and synchronize to the primary system.
20. Describe system ability to upload using excel spreadsheet information.
21. Describe an outside users ability to provide information directly to the system (can a student or PSA enter information in the system designated by our coaching or compliance staff)

B. Application Technology:

1. Describe the security features for the system
2. Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc to brand the application for RU. Define what modifiable, customizable and configurable mean for your application.

3. Describe how configuration and customization will affect future releases of web-based software.
4. Describe the ability of your product to integrate and overall operation with Blackberry, I-Phone and Droid smartphones.

C. Services:

1. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Services that could be included are:
 - a. Implementation
 - b. Project Management
 - c. Training
 - d. Installation and Configuration

D. General:

1. Describe typical implementation timeline and project plan and include examples of previously used project plans.
2. 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.
3. Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.

E. Technical:

1. Provide a detailed diagram (including protocols) of the typical architecture/technical environment required for system.
2. Describe the toolset from which your application is derived.
3. Describe hardware and software requirements for proposed system(s) along with any sizing assumptions made to arrive at those requirements.
4. Describe supported server hardware platforms. Describe support for the following operating systems: UNIX, Linux, and Windows.
5. Describe the system capabilities and options for the backup and restoration of the database.
6. Describe the average client response time for all the various functions of the proposed system.
7. Describe any standard and proprietary API's, integration / connection resources, and development languages and tools that extend your toolset.
8. 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.
9. 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.
10. Describe support for web servers (i.e. Apache, Weblogic and WebSphere). IS THIS RELEVANT TO RU??
11. Describe the supported database platforms and include any information on additional features required of the DBMS needed to support the functionality of your system as proposed.
12. Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.

13. 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).
14. Describe support for integration with RU's existing systems listed in the background statement including pricing, availability of API's, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.
15. Describe storage including file formats.
16. Describe technical reporting capabilities. Include the handling of application, operational, content, access, and storage metrics and the method for obtaining them (e.g. command line tools, SNMP, and GUI.)

F. Security:

1. 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:
 - a. Client workstation(s) to/from server(s)
 - b. Server to/from server if applicable
 - c. Client workstation(s) to/from external server(s) (e.g. directories, databases, file shares, vendor sites)
 - d. Server(s) to/from external server(s) (e.g. directories, databases, file shares, vendor sites)
 - e. Are there any unencrypted communications? If so, list all data that is passed in the clear.
2. Describe the communications path of any sensitive data.
3. 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
4. Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process.
5. Describe use of LDAP(S) for authentication and/or authorization. List the LDAP(S) servers integrated with product(s). Describe integration and support with LDAP(S) user database for authentication (Netware 6.5/eDir 8.8/Active Directory) and authorization using attributes/group memberships. Describe handling access to licensed content where access must be restricted.
6. Describe handling of matching on attributes for authentication and authorization.
7. Describe the method(s) and granularity of authorization of access to data and services (e.g. individual accounts, unix groups, LDAP groups, Active Directory accounts)
8. 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.
9. Describe auditing and logging capabilities and data. Include the information recorded with each event. For example,
 - a. Successful and failed authentication
 - b. Successful and failed authorization
 - c. Successful and failed policy change
10. 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

G. Maintenance and Support:

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.
2. Describe capabilities for remote support and indicate what action shall be taken by the University to take advantage of that service.
3. Describe maintenance options and whether they vary in cost by time of day, etc.
4. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
5. 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 four (4) years.
6. 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.)
7. 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.
8. Describe the procedures followed in distribution of information to Radford 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.
9. 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.
10. Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.
11. Describe all responsibilities of both the contractor and Radford University in the isolation and diagnosis of system failures.
12. Describe your "escalation" procedure.

H. Reporting:

1. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.
2. Describe all reporting tools supported.
3. Describe reporting output formats available.
4. Describe any digital signature capabilities
5. Describe the types of reporting that would typically require Information Technology staff support.

I. Hosted Applications:

1. Describe how applications are secured inside your firewall.
2. Describe your approach to applications and how they're hosted on servers. (Will the RU application(s) reside on dedicated servers?) Describe the different levels of security for different application layers.

3. Describe the network layer security you provide.
4. Describe your methodology for handling patches and software updates.
5. Describe your approach to screening employees and the level of experience preferred.
6. Describe how you track attacks. Describe your approach to informing RU about attacks.
7. Describe the audit and security infrastructure testing process you utilize and the frequency of those audits/tests.
8. Describe your approach to security reviews during each phase of the software development lifecycle.
9. Describe your vulnerability response process and patch release strategy.
10. Describe how you monitor attack trends in the underground community and consider how those trends affect your software.
11. Describe your data center security. Describe what measures are in place to prevent employees from viewing data they are not authorized to see or outsiders from hacking into the system.
12. Describe your approach to data ownership for customer data that resides in your data center. Describe rights around moving and copying data as well as services you offer to support this type of effort. Describe any exit strategies you offer.
13. Describe your approach to backups and disaster recovery.

IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A GENERAL REQUIREMENTS:

1. RFP Responses: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP. One (1) original and six (6) copies** of the proposal must be submitted to the issuing Purchasing Agency. **In addition, the Offeror should submit with the hard copies of the proposal, an electronic copy of the proposal on a CD or disk.** No other distribution of the proposal shall be made by the Offeror. **Note: The Offeror shall not include any proprietary information in the electronic copy of the proposal.**
2. Proposal Presentation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. *The original proposal must be clearly marked on the outside of the proposal.* All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Purchasing Agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. All information requested by this Request for Proposals on the ownership, utilization, and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number. 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, sub letter, 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 sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
 - d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the *Code of Virginia*, in writing either before or at the time the data or other material is submitted. **The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g., Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e., words, figures or paragraphs) that contain proprietary or trade secret material must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.**
3. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a **fact finding** and **explanation** session only and does not include negotiations. The Issuing State Agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may or may not be conducted.

RU expects offerors who are invited to give an oral presentation will utilize the person or persons who will be working on the project to make the presentation so quality and experience of the contractor's staff can be evaluated prior to making the selection. Should presentations be required they will be scheduled for the week of November 14-November 18, 2011. These dates are critical and alternative dates will not be available so please allow for proper scheduling.

B SPECIFIC PROPOSAL REQUIREMENTS: Proposals should be as thorough as possible to allow the University to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal:

1. The return of the RFP cover sheet and addenda acknowledgements, if any, signed, and filled out as required.
2. Approach and specific plans to achieve desired results.
3. Qualifications and experience of the firm in providing services, including an organizational chart, individual qualifications and duties, etc.

4. Provide references form at least four entities where contractor has provided similar services. See Attachment "A" - VENDOR DATA SHEET.
5. Cost of services. This should include financial information such as labor costs, overhead, contingency budgets, etc.

C PARTICIPATION, SMALL BUSINESS, BUSINESSES OWNED BY WOMEN, BUSINESSES OWNED BY MINORITIES.

The Offeror must submit the following three sets of data for small businesses, women-owned businesses, and minority-owned businesses:

- Ownership;
- Utilization of small, women-owned, and minority-owned businesses for the most recent 12 months; and
- Planned involvement of small businesses, women-owned businesses and minority-owned businesses on the instant procurement.

1. Participation by Small Businesses:

- a. Offeror certifies that it () is, () is not, a small business concern. For the purpose of this procurement, a small business is a concern including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

- b. List small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From _____ To _____

FIRM NAME ADDRESS, & PHONE NUMBER	CONT ACT PERSON	TYPE OF GOODS / SERVICES	\$ AMOUNTS	% TOTAL COMPANY EXPENDITURES FOR GOODS & SERVICES

- (c) Describe Offerors plans to involve small businesses in the performance of this contract, either as part of a joint venture, as a partnership, as subcontractors, or as suppliers.

Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME ADDRESS, & PHONE NUMBER	CONT ACT PERSON	TYPE OF GOODS / SERVIC ES	\$ AMOU NTS	% OF TOTAL CONTRACT

2. Participation by Businesses Owned By Women:

- (a) Offeror certifies that it () is, () is not, a woman's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.
- (b) List businesses owned by women with whom the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From _____ To _____

FIRM NAME ADDRESS, & PHONE NUMBER	CONT ACT PERSON	TYPE OF GOODS / SERVIC ES	\$ AMOU NTS	% TOTAL COMPANY EXPENDITUR ES FOR GOODS & SERVICES

- (c) Describe Offerors plans to involve businesses owned by women in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors, or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME ADDRESS, & PHONE NUMBER	CONT ACT PERSON	TYPE OF GOODS/ SERVICES	\$ AMOUNTS	% OF TOTAL CONTRACT

3. Participation by Businesses Owned By Minorities:

- (a) Offeror certifies that it () is, () is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons include, but are not limited to: Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- (b) List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From _____ To _____

FIRM NAME ADDRESS, & PHONE NUMBER	CONT ACT PERSON	TYPE OF GOODS / SERVIC ES	\$ AMOU NTS	% TOTAL COMPANY EXPENDITUR ES FOR GOODS & SERVICES

- (c) Describe Offerors plans to involve minority businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors, or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME ADDRESS, & PHONE NUMBER	CONTA CT PERSON	TYPE OF GOODS/ SERVICES	\$ AMOU NTS	% OF TOTAL CONTRA CT

Definitions for Goods and Nonprofessional Services:

- Period is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.
- Firm Name, Address and Phone Number is the name, address and business phone number of the small business, women-owned business or minority-owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.
- Contract Person is the name of the individual in the specified small business, women-owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

- Type Goods or Services is the specific goods or services the Offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. **The Offeror will asterisk (*) those goods and services that are in the Offerors primary business or industry.**
- Dollar Amount is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.
- % Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.
- % of Total Contract is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total Offeror estimated price of this contract.

V EVALUATION AND AWARD CRITERIA:

- A **Evaluation Criteria:** Proposals will be evaluated for full compliance with the RFP requirements and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to select the contractor that is most responsive to the herein described needs of Radford University.

The proposals will be evaluated by Radford University using the following evaluation criteria and points.

	Evaluation Criteria	Points
1	NCAA compliance capabilities, reporting and notification abilities.	30
2	Coaches prospect and student-athlete management capabilities and related applications	20
3	Ease of use balanced with necessary information	20
4	Participation of Small Businesses and Businesses Owned by Women and Minorities	20
5	Price	10

- VI **GENERAL TERMS AND CONDITIONS:** The standard General Terms and Conditions may be accessed by clicking on the following link which directs you to the University's website
<http://purchase.asp.radford.edu/documents/GENERALTERMSANDCONDITIONS-RADFORDUNIVERSITY.pdf>
It is the sole responsibility of the offeror to access and print this document. The web based document is updated by the Procurement and Contracts Department. The most recent version is available. This document is incorporated by reference and made part of this RFP.

- VII **SPECIAL TERMS AND CONDITIONS:** See Attachment "C"

VIII REPORTING AND DELIVERY REQUIREMENTS:

- A **Participation of Small Businesses and Businesses Owned By Women and Minorities:** The Contractor must provide a semi-annual progress report to the University by July 25 (for period January-June) and January 25 (for period July-December) of each contract year concerning any payments made by the Contractor to small, women-owned, and minority-owned businesses relating to this contract. These semi-annual reports will specify the name, address and phone number with which the Contractor has contracted with over the specified semi-annual period; a contact person at that businesses who has knowledge of the specified information; the type of goods and/or services provided during the reporting period; and the total amount paid to that business during the reporting period relating to this contract.

This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses. A suggested format is as follows:

Business Class: _____

Period: From: _____ to _____

FIRM NAME, ADDRESS & PHONE NUMBER	CONTACT PERSON	TYPE OF GOODS/SERVICES	\$ AMOUNT

The Contractor shall submit the semi-annual report to:

Radford University

Ms. Pamela P. Simpkins

Director of Procurement and Contracts

Post Office Box 6885

Radford, VA 24142-6885

ppsimpkin@radford.edu

IX **RFP SCHEDULE (Subject to change):**

Issue RFP:	October 14, 2011
Advertise to Post:	September 29, 2011
Optional Pre-Proposal Conference:	October 25, 2011
Proposals Due:	November 4, 2011
Proposals To Committee:	November 7, 2011
Proposal Review & Scoring:	November 8, 2011
Scores to Procurement and Contracts:	November 10, 2011
Oral Presentations (if required):	November 14-17, 2011
Negotiations:	November 18, 2011
Best and Final:	November 22, 2011
Award:	November 29, 2011
Contract Start:	December 2, 2011

X METHOD OF PAYMENT: The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices. Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. Mail Invoice(s) to:

**RADFORD UNIVERSITY
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6906**

XI PRICING SCHEDULE: Offerors shall identify **all** costs associated with providing the services as specified in this document.

The Contractor agrees to provide the services in compliance with the scope of service and terms and conditions at the firm fixed price as follows:

\$ _____

XII ATTACHMENTS

Attachment A – Vendor Data Sheet

Attachment B – Small Business Subcontracting Plan

Attachment C – Special Terms and Conditions

Attachment d – NCAA Bylaw 13.4.1.2

Attachment E – NCAA Compliance Assistant

**ATTACHMENT A
VENDOR DATA SHEET**

*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid/offer nonresponsive.

Qualifications: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

Vendor's Primary Contact:

NAME:

PHONE:

Year's in Business: Indicate the length of time you have been in business providing this type of good or service:
YEARS: **MONTHS:**

References: Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.

Company:	Contact:
Phone: ()	Fax: ()
Project:	
Dates of Service:	\$ Value:

Company:	Contact:
Phone: ()	Fax: ()
Project:	
Dates of Service:	\$ Value:

VENDOR DATA SHEET

Company:	Contact:
Phone: ()	Fax: ()
Project:	
Dates of Service:	\$ Value:

Company:	Contact:
Phone: ()	Fax: ()
Project:	
Dates of Service:	\$ Value:

I certify the accuracy of this information.

Signed: _____

Title: _____

Date: _____

ATTACHMENT B
Small Business Subcontracting Plan

Definitions

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: DMBE-certified women and minority-owned businesses shall also be considered small businesses when they have received DMBE 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 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 the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Bidder Name:		
Preparer Name:		Date:

Instructions:

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business; complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small businesses in Section B.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), you are certified as a (check only one below):

☐ Small Business ☐ Small and Women-Owned Business ☐ Small and Minority-Owned Business

Certification Number:	Certification Date:
------------------------------	----------------------------

Section B

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

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement.

Small Business Name and Address DMBE Certificate No.	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
Total \$					

Attachment – C
Special Terms and Conditions

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Radford University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the contractor shall not include Radford University in any client list in advertising and promotional materials.
2. **ASSIGNMENT OF CONTRACT:** The contractor cannot assign a contract in whole or in part without the prior written consent of the University.
3. **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.
4. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock 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 shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by 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 fails to remain in compliance with the provisions of this section.
5. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
6. **AWARD:** 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 not need be the sole determining factor. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Radford University shall cancel this Request for Proposal or reject proposals at any time prior to award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the University 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.
7. **CANCELLATION OF CONTRACT:** Radford University 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 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 contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
8. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts Department. Informal communications, including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
9. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or 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 project may be required to sign a confidentiality statement.
10. **CONTINUITY OF SERVICES:**
 - A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University 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 University 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 University Contract 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 Office, 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 Contractor 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.
11. **CONTRACT ADMINISTRATION:** Radford University assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is _____.
12. **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 <https://vascupp.org/rules.pdf>). Cooperative Procurement, it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public, body, public or private health or educational institutions or lead issuing institution's 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(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead-issuing institution 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(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford 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 Radford 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(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

Please contact the buyer for additional information.

13. **CONTRACTOR PERSONNEL:** All employees of the contractor shall comply with the rules and regulations of the University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the contractor is objectionable to the University that employee shall be removed by the contractor from the University grounds and shall not again be employed by the contractor on University grounds until approved by the University.
14. **DATE OF ACCEPTANCE:** The date of acceptance for all equipment, software, or services shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided unless stated otherwise within the solicitation, the state shall be given fifteen (15) days to test the equipment, software or service provided under this purchase order
15. **DEFINITION:**

Equipment: As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

Software: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

16. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one purchase order(s) with the eVA transaction fee specified below assessed for each order:
- A. for orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - B. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Business: 1% Capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1% Capped at \$1,500 per order.
 - C. For orders issued July 1, 2011 through June 30, 2012, 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.
 - D. For orders issued July 1, 2012 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 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.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is a gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth are encouraged to 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.

17. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
18. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	
Name of Offeror:	RFP# R12-022
Address:	Due Date: Nov 4 2011 Time: 2:00pm
	RFP Title: Web-based Athletic Relationship Management System
City, State, Zip Code	Contract Officer: Orlena Bussey

This envelope should be addressed as directed on the Request For Proposal Face Sheet of this solicitation. If a proposal not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other offers should be placed in the envelope.

19. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the issuing agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
20. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Issuing Office by the designated date and hour. The official time used in the receipt of proposal is that time on the automatic time stamp machine in the Issuing Office. Proposals received in the Issuing Office after the date and hour designated are automatically disqualified and will not be considered. **The**

University is not responsible for delays in the delivery of mail by the U.S. Postal Office, private couriers, or the interuniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

21. **NEW PRODUCTS:** Unless otherwise requested in the solicitation, all equipment furnished under the contract shall be new, unused equipment. All software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
22. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this contract, 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 contract.
 - A. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - B. 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;
 - C. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - D. 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 of 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*.

All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration (<http://www.section508.gov/>). The requirements of this paragraph along with the Non-Visual Access to Technology clause 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*.

23. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract
24. **PARKING POLICY:** All contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to <http://parking.asp.radford.edu/>. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

25. PREPROPOSAL CONFERENCE –OPTIONAL:

- A. OPTIONAL PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held at October 25, 2011, 11:00am at the Procurement and Contracts department, 501 Stockton Street, Armstrong Complex, Radford, VA 24142.). 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 bid/proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Ability to participate by conference call will be available. The call in number is 540-831-6885. If you plan to participate by conference call please contact both Orlena Bussey (obussey@radford.edu) and Teresa Anders (tanders@radford.edu) by email or the main line at 540-831-5419 and ask to speak with either Ms Bussey or Ms. Anders. Contact should be no later than October 25, 2011, 9:00am.

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WITH NEED OF REASONABLE ACCOMMODATIONS TO PARTICIPATE IN THIS ACTIVITY, PLEASE NOTIFY Orlena Bussey AT 540-831-5634 NO LATER THAN October 21, 2011, 10:00am. INDIVIDUALS WITH HEARING/SPEECH DISABILITY ARE ENCOURAGED TO USE THE VIRGINIA RELAY SERVICE. TDD USERS – 800-828-1120.

- 26. PRODUCT INFORMATION:** The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
- 27. PRODUCT AVAILABILITY / SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality/subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes available to the contractor.
- 28. PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or until the solicitation is canceled.
- 29. REFERENCES:** Bidder shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. Attachment A
- 30. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- A.** If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "services" category of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B.** If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

For recent CPI statistics you may go to the documents section of the eVA reports feature or log on to the CPI at their website <http://stats.bls.gov/news/release/cpi.toc.htm> or by telephone at 202-691-7000.

31. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- A. It is the goal of the Commonwealth that 40% of its purchases are 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 DMBE-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 DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Businesses, a Women-Owned Business or a Minority-Owned Businesses unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If a 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 DMBE certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, minority-owned), and type of product/service provided. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.**
- B. Each prime contractor who wins an award in which the provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.** 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 DMBE certification number or FEIN 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 with every request for payment, information on use of subcontractors that are not DMBE-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, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.**
32. **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
33. **TERM OF SOFTWARE LICENSE:** Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
34. **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 contracts 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
35. **TITLE TO SOFTWARE:** By submitting a bid, the bidder 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.
36. **TRADE SECRETS/PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted by a bidder or contractor in connection with this procurement transaction are not subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure a bidder or contractor must invoke the protection of § 2.2-4318 of the *Code of Virginia*, in writing either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reason 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 secrets or proprietary information. The classification of an entire bid document, line items prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid.

37. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
38. **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

ATTACHMENT D

NCAA BYLAW 13.4.1.2 -- Electronic Transmissions

Effective Date: Aug 01, 2007

Electronically transmitted correspondence that may be sent to a prospective student-athlete is limited to electronic mail and facsimiles. (See Bylaw 13.1.7.2.) **All other forms of electronically transmitted correspondence (e.g., Instant Messenger, text messaging) are prohibited.** Color attachments may be included with electronic mail correspondence sent to a prospective student-athlete, provided the attachment only includes information that is not created for recruiting purposes, except for items that are specifically permitted as printed recruiting materials (e.g., questionnaires). In addition, attachments shall not include any animation, audio or video clips and there shall be no cost (e.g., subscription fee) associated with sending the item attached to the electronic mail correspondence. (Adopted: 4/28/05 effective 8/1/05 for publications prepared for the 2005-06 academic year and after, Revised: 12/12/06, 4/26/07 effective 8/1/07)

The following interpretation was issued July, 2007:

Use of Service or Software that Converts Electronic Mail into a Text Message

Date Issued: Jul 11, 2007

Type: Official

Interpretation: The committee determined that it is not permissible for institutional staff members to use a service or software that converts electronic mail (e.g., e-mail) sent by an institutional staff member into a text message when received by the prospect.

Please address any questions you may have to the Compliance Office.

R12-022

ATTACHMENT E

NCAA Compliance Assistant 2010-11 Enhancements Released April 2011

Reporting

1. **Screen/Field Affected: Standard Reports – Student-Athletes Receiving a Particular Fund Code. All Divisions.**

The Student-Athletes Receiving a Particular Fund Code standard report now provides a total number of student-athletes receiving a particular award. The report also allows the user to select more than one fund code on the same report by using the shift or control keys while making the selection.

2. **Screen/Field Affected: Standard Reports – Squad List. All Divisions.**

The Squad List now provides the first scheduled contest date in its header information.

3. **Screen/Field Affected: Standard Reports – Eligibility Checklist. Division I Only.**

The Eligibility Checklist now includes the 18-hour check. It is located in the same column as the 24-hour check.

Administration

Screen/Field Affected: User Log. All Divisions.

The User Log found under the Administration link provides administrators with user information. Specifically, the table lists: user name, user email address and the date and time stamp for the last time the user logged into the application.

Student-Athlete

1. Screen/Field Affected: Student-Athlete Heading. All Divisions.

The blue arrows at the top of a student-athlete's page are now closer to the student-athlete's name and sport code. This allows easier navigation to the previous or next record.

2. Screen/Field Affected: Financial Aid. All Divisions.

After saving a student-athlete's financial aid information, the cursor will be placed in the next Fund Code field. This enables users to enter additional data without having to reposition the cursor.

3. Screen/Field Affected: Initial Eligibility. Divisions I and II Only.

To assist users in tracking multisport student-athletes' amateurism certification, an additional field has been added to the Initial screen for each sport in which the student-athlete participates. On the Eligibility Checklist, the amateurism certification status appears separately for each sport. The compliance assistant team has made every effort to pre-populate the amateurism certification for existing multisport student-athletes based on data from the NCAA Eligibility Center. The data should appear correctly for when those student-athletes are rolled to the 2011-12 academic year.

4. Screen/Field Affected: General/Number of Semesters/Quarters Used. Division II Only.

The data stored in the field called Number of Semesters/Quarters Used will roll over when the Sport Season Startup tool is used. The system will only carry over the previous year's data – it will not add a year or a term.

Recruiting

1. Screen/Field Affected: Prospective Student-Athlete Heading. All Divisions.

After the user selects a particular prospective student-athlete, the system displays the prospect's sport code(s) under the prospect's name at the top of the screen. This provides the user a quick reference for the sports selected for the prospective student-athlete.

2. Screen/Field Affected: Prospective Student-Athlete Heading. All Divisions.

The blue arrows at the top of a prospective student-athlete's page are now closer to the prospect's name and sport code. This allows easier navigation to the previous or next record.



3. Screen/Field Affected: Contacts/Evaluation. All Divisions.

Modified the programming logic that CA uses to apply recruiting legislation dependent on determining a prospective student-athlete's year in high school, which reduces instances of the "cannot determine yearForContact" error message. In many instances, existing warnings can be resolved by clicking save on the prospective student-athlete's Contacts/Evaluations screen. However, the message remains a valid warning to assist users in identifying typographical errors when entering information on the Contacts/Evaluations screen.

4. Screen/Field Affected: Official Visit. All Divisions.

On the Official Visit screen, as information is saved in the fields for tickets, companion, host and meals, the field(s) will turn blue to indicate to the user that information has been saved there.

5. Screen/Field Affected: NLI/Offer. All Divisions.

As Announcement information is entered and saved in the NLI/Offer screen, the field will turn blue to indicate to the user that information concerning the announcement has been saved.

6. Screen/Field Affected: NLI/Offer. All Divisions.

A Notes box has been added to the NLI/Offer screen. This provides users space to document issues related to the prospective student-athlete's NLI or offer.