

Virginia Information Technologies Agency



**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION  
11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836**

Note: To the extent allowed by law, this public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment. VITA is committed to increasing procurement opportunities for small and micro businesses, including small or micro businesses that are owned by minorities, women, or disabled veterans, and strengthening the Commonwealth's overall economic growth through the development of its IT suppliers.

**REQUEST FOR PROPOSALS (RFP) 2020-23  
for**

**Project Name: Data Analytics Solutions – Software, SaaS, and/or Services**

**Issue Date: May 12, 2020**

**Due Date/Time: June 16, 2020, 4:00 PM Eastern**

Single Point of Contact ("SPOC"): Jeanne Mertens

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E-mail Address: [jeanne.mertens@vita.virginia.gov](mailto:jeanne.mertens@vita.virginia.gov)

Sourcing scope: Available to all public bodies as defined by § 2.2-4301 and referenced by § 2.2-4304 and § 2.2-2012 of the Code of Virginia and private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

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# 1. INTRODUCTION

## A. RFP Objective and Project Overview

The purpose of this Request for Proposal (“RFP”) is to solicit proposals to establish multiple contracts to provide data analytics solutions (data analytics software and/or data analytics Software-as-a-Service (“SaaS”)) and/or data analytics services (personnel) needed to plan, deploy, and/or configure data analytics solutions, and training services to the Commonwealth of Virginia (“Commonwealth”) and all public bodies as defined by § 2.2-4301 and referenced by § 2.2-4304 and § 2.2-2012 of the Code of Virginia (“Code”), and private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>. The goal of this RFP is to obtain current market data to assist VITA in determining the most efficient way to meet the requirements of this project.

The Virginia Information Technologies Agency (“VITA”), on behalf of the Commonwealth, is seeking data analytics solutions (data analytics software and/or data analytics SaaS) and/or data analytics services (personnel) needed to plan, deploy, and/or configure data analytics solutions, and training services. These data analytics solutions include: Data Strategy and Solution Development; Data Architecture and Management; Data Governance, Data Documentation and Quality; Data Engineering (Movement); Data Integration and Consolidation (Data Lake); Data Visualization and Exploratory Data Analysis; Data Warehousing (Transformation); Data Analytics, Statistical and Predictive Modeling; Machine Learning; and Intelligence. VITA desires that Solutions offer pilots to allow an Authorized User to experience the value of the software solution or services, if requested by an Authorized User and defined through a Statement of Work (“SOW”) based on mutual agreement of scope. For the purposes of this RFP, “Supplier” (or “Bidder” or “Offeror”) means any entity that submits a proposal in response to this RFP. VITA is pursuing a statewide agreement for these solutions/services that can be utilized by all public bodies in the Commonwealth.

Through awarded contracts, Authorized Users may choose to procure a software solution through one Supplier and procure installation, implementation, training, and/or other personnel services through a different Supplier. Data analytics personnel services may be sold independently of data analytics software solutions and vice versa. No Supplier may require that they provision both the services and the solution, and a Supplier may only provision those specific solutions and/or services defined by contract award and/or modification. **SaaS solutions awarded through this RFP will be limited to the utilization of public data. For the purpose of this Data Analytics RFP and any resulting contracts; “public data” is defined as information that can be freely used, reused and redistributed with no existing local, national or international legal restrictions on access or usage and with no login required to access the information.** For Commonwealth Executive Branch Agency Authorized Users to incorporate data considered non-public in any SaaS, the SaaS must be pre-approved through VITA’s Enterprise Cloud Oversight Service (“ECOS”) assessment and oversight process at the request of the Authorized User and will be subject to all ECOS fees.

Timely proposals received in response to this RFP will be evaluated by the Data Analytics evaluation team. Each proposal should contain one or more recommended Data Analytics Solutions/Services. Once the proposals have been evaluated, VITA will be in a position to determine the best course of action. This may include selective outsourcing of a portion of the Data Analytics activities, or contracting the comprehensive Solution to one or more Suppliers. Although it is our intent to accomplish substantial improvements and cost efficiencies as the result of this project, VITA may determine that no change is warranted at this time. VITA may, at its sole discretion, make one award, multiple awards, or none at all.

VITA’s expectation is that this effort will result in the establishment of a contract, or contracts, that will provide the means to satisfy the majority of the Commonwealth’s immediate and future Data Analytics needs through one or more contract(s).

It is not necessary for a single Supplier to provide all requested services. Alliances among Suppliers are acceptable to meet the requirements of this procurement. However, one Supplier must serve as the single point of interface to VITA and the Authorized User, be solely responsible for any contracts with third-party suppliers, and include any/all third-

party costs within the pricing submitted as part of this proposal. VITA is interested in simplifying processes by having a single point of interface wherever possible.

Section 5 sets forth the service/solution detailed requirements. VITA reserves the right to adjust the requirements or scope of this RFP. In the event that any modifications become necessary, an amendment to this RFP will be posted on the Commonwealth's procurement portal, eVA, at: <http://www.eva.virginia.gov>.

**B. Innovation to Government**

The Commonwealth encourages all Suppliers to bring innovative ideas and/or solutions to government—ideas that result in cost and operational efficiencies or improvements while enhancing the services that governments provide its citizens.

**C. VITA Overview**

VITA is the Commonwealth's consolidated, centralized information technology organization. Established by the General Assembly, VITA's responsibilities fall into three primary categories:

- i. Operation of the IT infrastructure, including all related personnel, for the executive branch agencies declared by the legislature to be "in-scope" to VITA;
- ii. Governance of IT investments in support of the duties and responsibilities of the Chief Information Officer of the Commonwealth;
- iii. Procurement of information technology for VITA and on behalf of other state agencies and institutions of higher education.

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## 2. PROPOSAL ADMINISTRATION AND INSTRUCTIONS

### A. Overview

This RFP was developed to provide all potential Suppliers with the information required to prepare proposals. This section outlines the administrative procedures and guidelines you must use and comply with when preparing a proposal. Nothing in this RFP constitutes an offer or an invitation to contract.

### B. Virginia Public Procurement Act (VPPA)

This RFP is governed by the Virginia Public Procurement Act (“VPPA”), Code § 2.2-4300 *et seq.*, and other applicable laws.

### C. Anti-Discrimination- § 2.2-4310 and § 2.2-4311, and § 2.2-4343.1(E)

By submitting its proposal, a Supplier certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended as well as the Virginia Fair Employment Contracting Act of 1975, as amended; and, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the VPPA.

### D. Ethics in Public Contracting - § 2.2-4367 *et seq.*

By submitting its proposal, a Supplier certifies that its proposal is made without collusion or fraud; that the Supplier has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with its proposal; and that the Supplier has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. In addition, a Supplier will disclose any actual or perceived conflicts of interest in its proposal and will notify VITA if it becomes aware of a potential conflict of interest in the future.

### E. Announcement of Award - § 2.2-4300 *et seq.*

If a contract is awarded or announced as a result of this RFP, the purchasing agency will post notice of the award decision on the DGS/DPS eVA web site (<http://www.eva.virginia.gov>) for a minimum of 10 days. No award decision will be provided verbally. Any final contract, including pricing, awarded as a result of this RFP will be made available for public inspection.

### F. Authorized to Transact Business in the Commonwealth - § 2.2-4311.2

All Suppliers organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership must be authorized to transact business as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code, or as otherwise required by law. In its proposal, Supplier must include either (i) Supplier's identification number issued to it by the State Corporation Commission; or (ii) a statement explaining why Supplier is not required to be registered. No award can be made to any Supplier without this information unless this requirement is waived. Appendix D of this solicitation includes a space for Supplier to provide the information required in (i) or (ii) of this subsection. If a Supplier anticipates the use of additional resources through a partnership or subcontracting relationship with other entities, the requirements of this Section 2.F will also apply to any entities that are engaged as partners or subcontractors of Supplier providing services directly to the Commonwealth upon award of a contract.

### G. Prohibited Products and Services - § 2.2-5514

No Supplier may include as part of its proposal, whether directly or indirectly through subcontractors, any hardware, software, or services that have been prohibited for use on federal systems by the U.S. Department of Homeland Security.

### H. Prohibited Contributions and Gifts - § 2.2-4376.1

No Supplier that submits a proposal in response to this solicitation, and no individual who is an officer or director of the Supplier shall knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such

a contribution or gift to the Governor, his political action committee, or the Secretary of Administration during the period between the submission of the proposal and the award of any resulting contract award with an expected value of \$5 million or more dollars.

**I. Liability**

The issuance of this RFP and the receipt of information in response to this RFP will not cause VITA to incur any liability or obligation, financial or otherwise, to any Supplier. VITA assumes no obligation to reimburse or in any way compensate a Supplier for expenses incurred in connection with its proposal.

**J. Nondisclosure**

All proposal information submitted by a Supplier will be treated as confidential prior to contract award and will not be disclosed except as required by Code § 2.2-4342(D) or other applicable law or court order.

**K. Alternative Dispute Resolution (ADR)**

Where appropriate, VITA encourages the use of Alternative Dispute Resolution (“**ADR**”). More information regarding the ADR process can be found on the VITA website: <https://www.vita.virginia.gov/supply-chain/sell-to-vita/alternative-dispute-resolution-procedure/>. By responding to this RFP, Supplier agrees to the use of VITA’s ADR process if use of that process is requested by VITA.

**L. Proprietary Information**

By submitting a proposal in response to the RFP, a Supplier grants VITA a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to retain, reproduce, and use the proposal (including any exhibits or other documents or materials the proposal incorporates) in any format for governmental purposes required or provided for by Virginia law. The foregoing includes, but is not limited to, the right for VITA to use information submitted in response to this document in any manner VITA may deem appropriate in evaluating the fitness of the services or solution(s) proposed. Ownership of all data, materials, and documentation originated and prepared for VITA pursuant to the RFP shall rest exclusively with VITA and shall be subject to public inspection in accordance with the § 2.2-4342 of the VPPA and the Virginia Freedom of Information Act.

Pursuant to Code § 2.2-4342(F), trade secrets or proprietary information submitted by a Supplier in connection with a procurement transaction (or, if applicable, a prequalification application submitted pursuant to subsection B of § 2.2-4317) shall not be subject to the Virginia Freedom of Information Act (Code § 2.2- 3700 *et seq.*) **if** a Supplier:

- i. invokes the protections of this section in writing prior to or upon submission of the data or other materials,
- ii. identifies specifically the data or other materials to be protected, and
- iii. states the reasons why protection is necessary.

**Please note** that you may not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices. The classification of an entire proposal or of pricing as a trade secret or proprietary information is not acceptable and will not be honored by VITA or the Commonwealth.

**FAILURE TO COMPLY WITH THE FOREGOING STATUTORY REQUIREMENTS WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO SUPPLIERS OR THE PUBLIC AS PROVIDED FOR IN THE VIRGINIA FREEDOM OF INFORMATION ACT.**

You should provide as a separate appendix to your proposal, Appendix F – Proprietary Information, a list of all pages in the proposal that contain proprietary information and the reason you deem the information proprietary.

Suppliers should keep in mind that procurement and contract records are generally public records open to inspection in accordance with the Virginia Freedom of Information Act (see Code § 2.2-4342(A)) and that transparency in procurement, contracting, and other governmental functions serves important public policy objectives. See Code §§ 2.2-4300(C) & 2.2-3700(B). Accordingly, Suppliers should not designate as trade secrets



or proprietary information any more of their proposal than is necessary. VITA may contact a Supplier, before or after a contract award, if VITA believes that a Supplier has designated portions of a proposal as trade secrets or proprietary information that actually contain public or non-confidential information. By submitting its proposal, Supplier agrees if so contacted by VITA, to provide further explanation of its designations as necessary for VITA to understand the reasons for Supplier's designations and further agrees, if requested by VITA, to work with VITA in good faith to ensure that Supplier's designations include only information that should be kept confidential.

#### **M. Proposal Protocol**

In order to be considered for selection, you must submit a complete response to this RFP no later than 4:00 PM EST on the date specified in the Timetable set forth in this section. Submitted proposals should include both hardcopy and electronic copies as specified in this section and Section 3. No emailed proposals will be accepted.

Original hardcopy proposals should be bound with tabs delineating each section. Electronic copies should be submitted on a reproducible, portable data storage device ("RPSD"), a USB flash drive. VITA requires that all Suppliers submit their proposals as follows:

1. One (1) complete original tabbed hardcopy, bound or contained in a single volume where practical, with permission to make copies;
2. Six (6) sets of RPSD No. 1
3. One (1) copy of RPSD No. 2, as specified in Section 3 of this RFP.
4. One (1) copy of RPSD No. 3, with redactions, if necessary, consistent with the requirements of RFP, Section 2, subsection L, Proprietary Information. Please black out only the proprietary information; do not delete proprietary information or remove entire pages. Redacted information should be readily apparent to the SPOC. Remember, responses for Pricing (Attachment C) cannot be redacted.

#### **Proposals must be submitted to the following location:**

To: Virginia Information Technologies Agency (VITA)  
ATTN: Jeanne Mertens  
Supply Chain Management (SCM)  
11751 Meadowville Lane  
Chester, VA 23836

**Due to restrictions surrounding the COVID-19 pandemic, public access to VITA facilities is currently prohibited. The mailing of proposals is preferred, please allow ample delivery time. Emailed proposals will not be accepted. Hand delivery of proposals will be accepted on one day only – the proposal due date. If your proposal must be hand-delivered, you should notify the SPOC in advance via email in advance to schedule the delivery. All proposals must be received no later than 4PM on the due date.**

All proposal materials must be provided in either Microsoft Word or Excel, as specified.

A proposal submitted for consideration should be clearly marked on the outside cover of all envelopes, RPSDs, boxes or packages with the following:

Name of Supplier  
Street Address or P.O. Box Number  
City, State, Zip Code  
RFP 2020-23

The proposal must be signed by an authorized representative of the Supplier.

Proposals should be prepared and organized as indicated in Section 3, "Proposal Format", providing a concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

You should be prepared to incorporate all statements made in your proposal in response to Sections 5, 6, 7, and 8 into the final contract in the event that you are awarded the contract.

**N. Single Point of Contact**

Submit all inquiries concerning this RFP in writing by email, subject: “Questions on RFP # 2020-23” to:

SPOC: Jeanne Mertens  
Email: [jeanne.mertens@vita.virginia.gov](mailto:jeanne.mertens@vita.virginia.gov)

VITA cannot guarantee a response to questions received less than five (5) days prior to the proposal due date. No questions will be addressed orally.

To ensure timely and adequate consideration of proposals, **Suppliers are to limit all contact**, whether verbal or written, pertaining to this RFP to the designated SPOC for the duration of this proposal process.

**O. Pre-Proposal Teleconference**

There will be a pre-proposal teleconference held on the date specified in Table 1 in this Section. The pre-proposal teleconference is open to all interested Suppliers, and you are encouraged to attend. There will be no opportunity for a private or individual tour or presentation. Suppliers are encouraged to submit pre-proposal questions in writing at least seventy-two (72) hours prior to the pre-proposal teleconference. It is VITA's intent to answer these questions as part of the pre-proposal teleconference.

To participate in the pre-proposal teleconference, register with Jeanne Mertens at [jeanne.mertens@vita.virginia.gov](mailto:jeanne.mertens@vita.virginia.gov) by sending an email stating your firm's name, your participating representative(s), and their email addresses and phone numbers. Supplier will receive a teleconference number for the call. It is strongly recommended that you register with Jeanne Mertens not later than 4:00 pm EST on the business day prior to the teleconference to ensure that Supplier receives a teleconference number.

**P. Evaluation Process**

VITA will review each proposal received by the due date and time to determine whether it meets the Must Have factors of this RFP. All Must Have factors are evaluated on a met-or-not-met basis. Any proposal that does not meet all of the Must Have factors will be set aside and receive no further consideration.

The proposals that meet all the Must Have criteria will be distributed to the evaluation team who will assess and score each Supplier's response to Sections 5-7 and 9 of this RFP based on a review of the submitted materials.

VITA may elect to continue the evaluation of the most qualified proposal (s) and may request that Suppliers clarify or explain certain aspects of their proposals.

A numerical scoring system will be used in evaluation of proposals. The point values assigned to each of the evaluation criteria shall be posted in eVA prior to the due date and time for receiving proposals.

At any point in the evaluation process VITA may employ any or all of the following means of evaluation:

- Reviewing industry research
- Supplier presentations
- Site visits
- Supplier's status as a small business or micro business, including small or micro businesses that are owned by minorities, women, or disabled veterans, and certified by the Department of Small Business and Supplier Diversity (“DSBSD”)
- Supplier's planned amount of spend with certified SWaM or micro business (as defined in Section 7 below) subcontractors, and Non-SWaM businesses.
- Contacting Supplier's references
- Review of Supplier's ability and willingness to comply with the commonwealth's security and data privacy policies, standards, guidelines and related contract terms as specified in the RFP
- Product demonstrations/pilot tests/detailed demonstrations
- Review of pricing
- Contacting Supplier's customers
- Interviewing key personnel
- Requesting Suppliers elaborate on or clarify specific portions of their proposal, including, as applicable, any responses to the RFP's security requirements

VITA may limit all of the above to the most qualified proposals. No Supplier is guaranteed an opportunity to explain, supplement or amend its initial proposal. Each Supplier is encouraged to ensure that its initial proposal contains and represents its best offering. **You should submit your best proposal and not assume there will be an opportunity to negotiate, amend or clarify any aspect of your initial submitted proposal.**

Each Supplier should be prepared to conduct product demonstrations, pilot tests, presentations or site visits at the time, date and location of VITA's choice, should VITA so request.

VITA will select for negotiation those proposals deemed to be fully qualified and best suited based on the factors as stated in the RFP. Negotiations will be conducted with these Suppliers. After negotiations, VITA may select the proposal(s) that, in its opinion, is the best proposal(s) representing best value and may award a contract to that Supplier(s). For purposes of this RFP, VITA will determine best value based on the value relative to the cost of the Service/Solution, giving consideration to the project's budget objectives. If this includes a cloud-based procurement (i.e., SaaS, off-premise hosting), following VITA's selection of the best proposal(s) representing best value to the commonwealth, Supplier's failure to successfully answer, negotiate, and/or comply with any resulting security exceptions that may arise in order to approve Supplier's cloud application, may result in removal from further consideration. Refer to Attachment B and Exhibit J of the RFP.

If any Supplier fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, VITA may terminate negotiations with that Supplier at any time.

VITA reserves the right, at its sole discretion, to reject any proposal or cancel and re-issue the RFP. In addition, VITA reserves the right to accept or reject in whole or in part any proposal submitted, and to waive minor technicalities when in the best interest of the Commonwealth.

VITA SHALL NOT BE CONTRACTUALLY BOUND TO ANY SUPPLIER PRIOR TO THE EXECUTION OF A DEFINITIVE WRITTEN CONTRACT.

#### **Q. Evaluation Factors**

The evaluation factors involved in this RFP are as follows:

- i. Must Have (M) factors identified in the table below:

<b>No.</b>	<b><i>Must Have (M) Factors</i></b>
<b>1</b>	(M) Proposal must be received by the due date and time. No late proposals will be reviewed. (GEN-1)
<b>2</b>	(M) Each Solution's information system components, services, data and system information associated with the information system components and services shall remain within the continental United States. (GEN-2)
<b>3</b>	(M) For SaaS Solutions, the Supplier shall annually verify, by third-party AICPA SOC-2 (Type 2), that required Commonwealth of Virginia security controls have been implemented in the Solution environment; and, upon request provide a copy of the report to VITA and the Authorized User(s). The Trust service principles to be covered include Security, Availability, Processing Integrity, Privacy and Confidentiality. (GEN-3)

- ii. The extent to which the Supplier's proposal satisfies the requirements identified in Sections 5 and 9,
- iii. Supplier's viability and past performance (see Section 6 Supplier Profile), this will include Supplier's diligence and thoroughness in following and completing the requirements of this solicitation.
- iv. Supplier's status as a DSBSD-certified small business or micro business, including small businesses or micro businesses that are owned by minorities or women, and Supplier's proposed Supplier Procurement and Subcontracting Plan (see Section 7).

- v. Cost, which may include submitted price, negotiated price, discounted price, total cost of ownership, etc.

#### R. Procurement Website

The Commonwealth's procurement portal, <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.

#### S. Timetable

**Table 1**

Activity	Target Completion Date
RFP posted to eVA	Tuesday May 12, 2020
Register for pre-proposal teleconference due to VITA	Tuesday May 19, 2020 4:00PM EST
Supplier pre-proposal teleconference	Wednesday May 20, 2020 9:00 -11:00 AM EST
Deadline for all questions	Tuesday June 9, 2020 4:00PM EST
<b>Proposals due</b>	<b>Tuesday June 16, 2020 4:00PM EST</b>
Presentations and site visits (should VITA elect)	TBD
Contract(s) awarded	September 14, 2020

The timetable above is provided for planning purposes only.

#### T. eVA Registration Required

By the date of award, the selected Supplier(s) is required to be registered and able to accept orders through eVA. To register with eVA, select the "Vendor" tab at the eVA website, <http://www.eva.virginia.gov>, for registration instructions and assistance.

#### U. Excluded Parties List

A Supplier will not be awarded a contract if it, or any of its affiliates or subcontractors, is an excluded entity on the federal government's System for Award Management ("SAM") at <https://www.vita.virginia.gov/supply-chain/scm-policies-forms/#sam>, or the Commonwealth's Debarment List as provided by Code § 2.2-4321 at the time of award.



### 3. PROPOSAL FORMAT

All Suppliers must adhere to the specific format set forth in Table 2 below in order to aid the evaluation team in its efforts to evaluate all proposals fairly and equitably. Proposals that deviate from the requested format will require additional time for review and evaluation. **VITA may reject any proposal that is not in the required format, or does not address all the requirements of this RFP.**

**Proposals should be written specifically to answer this RFP.** As instructed in the Attachment A, Requirements, Suppliers should also attach a one-page product sheet describing each software and/or SaaS solution being proposed. This is not intended to replace the Supplier's detailed responses requested in Attachment A. General "sales" material should not be used within the body of the proposal and any additional terms or conditions on the "sales" material will be considered invalid. If desired, you may attach its "sales" material in a separate appendix to your response.

It is essential that your proposal be thorough and concise. You should avoid broad, unenforceable, or immeasurable responses and should include all requested information in each section as indicated below.

In order to facilitate VITA's review of the submitted proposals, you must provide the requested information in the following format: YOU MUST PLACE YOUR NAME, not "VITA", IN EACH FILE NAME (e.g., ABC Corp No Name Transmittal.doc). Quantities of each RPSD are specified in Section 2, Proposal Protocol. VITA will not separate a proposal into the requisite RPSDs.

#### A. Supplier's Proposal Format

Table 2

RPSD No.	Section Title	Contents/Deliverables (Each a separate file)
1.	<b>Transmittal</b>	A signed cover letter, identifying the individuals authorized to negotiate on behalf of the Supplier and their contact information. <b>A copy of a completed eVA registration confirmation.</b>
1.	<b>E x e c u t i v e Summary</b>	Top level summary of the most important aspects of the proposal, containing a concise description of the proposed solution(s). Requested limitation: 2 pages.
1.	<b>Detailed Description of Proposed Solution(s)</b>	Supplier's response by item in the Attachment A Requirements tables as described in the instructions in Section 5, clearly identifying and detailing the proposed Solution/Services, and any processes, methodologies, and resources required by the Solution/Services defined in Section 5. Requested limitation: 100 pages, excepting attached individual one page product sheets.
1.	<b>Supplier Profile</b>	Pursuant to Section 6.
1.	<b>Supplier Procurement and Subcontracting Plan</b>	Pursuant to Section 7 and Appendix B.
1.	<b>Contracts and Appendix E</b>	Any comments or edits regarding VITA's proposed contractual terms and conditions pursuant to Section 9, provided and submitted in redline format in the contract document (Attachment D) <b>along with the completed table from Appendix E setting forth your reasons for the requested changes to each clause individually.</b> Should include all agreements to VITA's "License Agreement Addendum" signed by each proposed software manufacturer (see Section 9). Should include Appendix A – Service Level Agreement(s) ("SLA").

1.	<b>Appendices</b>	Should include any required appendices including Appendix D, the completed State Corporation Commission form. Any optional information Supplier may wish to submit, not including pricing data.
2.	<b>Pricing</b>	Detailed pricing as specified in Section 8 and Appendix C, submitted via Attachment C. Submitted in a separate envelope a hard copy file and RPSD. <b>Do not include any pricing data in any other section of your proposal.</b>
3.	<b>Redaction</b>	Fully redacted proposal. Please black out the proprietary information; do not delete trade secrets or proprietary information or remove entire pages. Redacted information should be readily apparent to the SPOC. Remember, responses for Pricing (Attachment C) cannot be redacted.

By submitting a proposal, you certify that all information provided in response to this RFP is true and accurate.


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## 4. PRESENT SITUATION

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This section presents background information on the potential users of data analytics software solutions and/or data analytics services. It is not intended to set forth requirements.

Virginia agencies, localities and public bodies need data analytics solutions and services that facilitate the utilization, examination and leveraging of Commonwealth datasets to inform government insights and decision-making. The Commonwealth of Virginia is striving to become a national leader in data-driven policy, evidence-based decision-making, and outcome-based performance management. Numerous acts and initiatives have been defined in support of this goal. A changed data-driven world -- technical, visual, inter-connected, and fast-paced -- propels the need for leading-edge data analysis. 

### A. Commonwealth of Virginia Initiatives

Chapter 679 of the COV 2018 Acts of Assembly established the Chief Data Officer of the Commonwealth and the Data Sharing and Analytics Advisory Committee; both charged with the development of a permanent data sharing and analytics governance structure for the Commonwealth.

Executive Order No. 48 (2020) established the Virginia Data Commission, the Virginia Executive Data Board and the Virginia Data Governance Council; with objectives to:

- “Promote and facilitate, subject to all applicable federal and state laws, rules, and regulations, the secure and appropriate sharing and use of data assets of the Commonwealth in support of data-driven policymaking, research, analysis, study, and economic development;
- Maximize the value and utility of Commonwealth data related investments and assets;
- Promote increased data sharing between state agencies and localities providing tangible operational improvements assisting state agencies and localities in fulfilling their missions in a more coordinated, cost-efficient manner;
- Leverage government data, using appropriate security and privacy standards, supporting evidenced-based policymaking addressing high priority public policy issues; and
- Provide for public access to certain data assets, where lawful and appropriate, enhancing research, innovation, and insight.”

While data analytics activities occurring through awarded contracts of this RFP may not be mandated, dictated or driven by these initiatives, outcomes of these initiatives may impact activities occurring under these contracts.

### B. Stakeholders

1. Users – Authorized Users include all public bodies, including VITA, as defined by Code § 2.2-4301 and referenced by Code §§ 2.2-4304 and 2.2-2012, authorized to participate in the procurement of information technology under this Contract. Authorized Users also include private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.
2. Owners – Data owners include all public bodies in every branch of Commonwealth state and local government. Commonwealth data could come from all areas of business including agriculture, forestry, conservation, game and fisheries, colleges, libraries, museums, finance, accounts, health, human resources, transportation, etc.

**B.**



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## 5. FUNCTIONAL AND TECHNICAL REQUIREMENTS

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Each Supplier must indicate its capability of fulfilling each specific requirement as described below. Each Supplier's responses will be reviewed and compared across Suppliers within each category in order to determine the best solution for the Commonwealth.

### A. Response to Attachment A, Requirements

Detailed requirements are listed in Attachment A, Requirements. The requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of the Solution/Services by Suppliers.

There are eleven (11) specification tabs included in this RFP Section 5 - Attachment A Requirements as listed in the tab titled "Contents". Suppliers are to respond to all questions under the first tab titled "General" to be considered for award. The additional ten (10) specification tabs represent data analytics solutions and services (by category) that the Supplier may wish to offer in response to this RFP. In addition to the required "General" tab, a Supplier may choose to complete all ten (10) category tabs or only a few. However, in order to be considered for a specific category, Suppliers are to complete the tab for that category. For the categories that the Supplier is responding to - List all Solutions proposed for that category in the field designated on the category tab and then complete all questions on the category tab; describing all the listed Solutions proposed for that category in detailed responses.

Each Supplier must respond to each requirement by entering, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed.

The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in Column B an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than six months from the date of the proposal). Supplier should provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within six months from the date of the proposal.

VITA has posed some open-ended questions. In those instances, Supplier must provide adequate information to allow VITA to properly evaluate its proposal. In every case, please assure that you have provided an explanation of how the Solution will fulfill the requirement. The Supplier's detailed explanation should not simply be an affirmative reiteration of the question but should describe the manner in which the requirement is met.

### B. Response to Attachment B, Security Assessment and Governance Map for Non-Premise Based Services

In order to be considered for award of a contract for a Solution that is SaaS, Supplier's must complete and submit responses to Attachment B of the RFP, "Security Assessment and Governance Map for Non-Premise Based Services" and agree to VITA's Cloud Terms and Conditions (Exhibit J). Supplier should ensure that before submitting its proposal it has provided sufficient and complete responses to reduce the need for additional information.

During the RFP 2020-23 proposal evaluation process, VITA will review responses to Attachment B but this review will not be equivalent to a VITA Enterprise Cloud Oversight ("ECOS") assessment. SaaS solutions awarded through this RFP will be limited to the utilization of public data. For the purpose of this Data Analytics RFP and any resulting contracts; "public data" is defined as information that can be freely used, reused and redistributed with no existing local, national or international legal restrictions on access or usage and with no login required to access the information. For Commonwealth Executive Branch Agency Authorized Users to incorporate data considered non-public in any SaaS, the SaaS must be pre-approved through VITA's ECOS assessment and oversight process at the request of the Authorized User and will be subject to all ECOS fees.

## 6. SUPPLIER PROFILE

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### A. Supplier Proposal Compliance

Before submitting your proposal, you should verify that: (i) your proposal is accurate and complete; (ii) your proposal is prepared in accordance with the solicitation requirements, including providing all information, content, responses and appendices requested and, (iii) all required communication, format and submission instructions are followed.

### B. Supplier Corporate Overview

#### 1. Business

State your firm's core business, background, and experience in the relevant market, (not to exceed 3 pages).

#### 2. Corporate Identity

Please provide the identity of any parent entity, including address, phone and fax numbers, FEIN or tax ID No., company web site and contact email. Provide the identity of any of your subsidiaries, as applicable (not to exceed 3 pages).

#### 3. Organization and Structure

Please provide an overview of your firm's organizational operating structure and describe the operational and functional relationships of the business units within your organization, as they relate to your proposal and VITA's stated needs and requirements. Organizational charts are helpful supplements to the descriptions.

Indicate whether your firm expects to provide the Service/Solution with existing resources or plans to secure additional resources by partnering or subcontracting. If applicable, identify the additional resources required to provide the Service/Solution included in the proposal and the timetable for obtaining such resources. If your firm expects to utilize a partnership or subcontracting relationship, any such partner or subcontractor shall comply with the requirements of Section 2.F above.

#### 4. Locations

Please describe the geographical locations of your firm at the national, regional, and local levels, as applicable. Identify all locations that will be used to support any contract resulting from this RFP and the operations handled from these locations. Clearly identify any overseas locations that may be used to support the resultant contract or any related data transactions.

#### 5. Strategic Relationships

Please identify any and all strategic relationships with other related Suppliers you have or anticipate having. State all subcontractors expected to be employed and outsourced Service/Solution to be used in implementing the proposed solution. VITA reserves the right to request that Supplier provide all the information described in this section for any and all major subcontractors proposed by Supplier.

**C. Financial Information**

**1. Total Annual Revenue**

Please state your total annual revenue and indicate the revenues associated with the provision of Service/Solution relevant to your proposal.

**2. Dun and Bradstreet Credit Report**

Include your firm's current full D&B Business Report, if D&B issues reports on Supplier.

**3. Annual Reports**

Please provide certified, audited financial statements (i.e., income statements, balance sheets, cash flow statements) for the most recent three (3) years. (Any Supplier that has been in business for a shorter period of time is requested to submit any available certified, audited annual financial statements.) VITA may request copies of or access to current and historic annual reports. VITA reserves the right to access a Supplier's publicly available financial information and to consider such information in its evaluation of such Supplier's proposal.

**4. Research and Development**

State the percentage of your firm's total revenue invested in Research and Development, as appropriate.

**D. Future, Long Term Vision and Strategic Plans**

Provide information on your firm's future, long-term vision, and strategic plans as they relate to the direction of the proposed solution and describe a clear vision of how your firm plans to support emerging technologies and industry standards.

**E. Supplier Experience Level and Customer References**

You should have a demonstrable, proven record of providing Services/Solutions similar to those defined in Section 5 to customers of similar scope and complexity. Please provide three customer references, with contact names, email addresses, phone numbers, Services/Solution descriptions, and dates implemented that VITA may use as a reference check in evaluating your proposal. VITA will make such reasonable investigations as deemed proper and necessary to determine the ability of a Supplier to perform a resultant contract. These may include, but may not be limited to, reference checks and interviews. The references should be from organizations where Supplier is providing (or has provided) Services/Solutions that are similar in type and scope to those identified in Section 5.

**Supplier Reference #1: Reference's Organization Name \_\_\_\_\_**

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference's Contract No.
Reference's Project Manager Name	Project Manager E-mail	Project Manager Phone Number	Project Description
Reference's Contract Manager Name	Contract Manager E-mail	Contract Manager Phone Number	Date Implemented

**Supplier Reference #2: Reference's Organization Name \_\_\_\_\_**

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference's Contract No.
Reference's Project Manager Name	Project Manager E-mail	Project Manager Phone Number	Project Description
Reference's Contract Manager Name	Contract Manager E-mail	Contract Manager Phone Number	Date Implemented

**Supplier Reference #3: Reference's Organization Name \_\_\_\_\_**

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference's Contract No.
Reference's Project Manager Name	Project Manager E-mail	Project Manager Phone Number	Project Description
Reference's Contract Manager Name	Contract Manager E-mail	Contract Manager Phone Number	Date Implemented

**F. Performance Standards Methodology**

Please describe the methodology used to develop your firm's internal performance standards, the processes and tools used to monitor and measure performance against those standards, and the management reporting systems that capture these data.

Indicate your firm's present customer satisfaction rating, summarize customer satisfaction criteria, and describe the methodology used to measure customer satisfaction. Please include any relevant publication ratings or articles.



**G. Governance and Compliance Management**

Please describe your firm's management processes that ensure governance and compliance with all federally mandated laws and regulations used by your industry, and in provision of your services to your customers. Also, please provide a detailed description on how you will provide governance and compliance with any of VITA's or Authorized User's required security and data privacy requirements, or any other requirements specified in this RFP, that are not currently managed by your firm, but that you will be willing to do should an award be made to your firm.

**H. Security Risk Management Overview**

Please provide an overview of your firm's comprehensive security risk management processes including your application, monitoring, and management of the controls used. Provide details as to how you establish the context for security risk-based decisions, how you assess the risk, how you respond to the risk once it's determined, and how you monitor the risk on an ongoing basis using communications and feedback for continuous improvement within your organization.

**I. Disaster Recovery/Security Plan**

Describe in detail your firm's plans to mitigate against any disaster that would affect the ability to provide VITA with the proposed Service/Solution. Provide a detailed plan of your firm's security infrastructure including, facility and information technology security. Provide your firm's plans of action for the following security incidents, as applicable to the RFP:

- Interruption of service including denial of service attacks
- Vulnerability incidents
- Data loss or compromise
- Insider attacks

**J. Service and Support Management**

**1. Post Implementation and Account Management Plan**

Provide a detailed description of the approach that your firm would recommend in order to achieve maximum service levels within a minimal amount of time following service implementation.

**2. Account Management Plan**

a. Provide a detailed description of the approach that your firm would take in order to manage the business and performance aspects of a rewarded contract. Provide a detailed description of the approach your firm would take to support self-sufficiency of a public body with respect to the solution and the transition of solution management to a public body requesting such transition.

b. By submitting a proposal, you agree that you shall, if awarded a contract pursuant to this RFP, consent to participation in the meeting(s) of the Steering Committee described in the Steering Committee section of the Contract template found in Attachment D to this RFP. Please identify the titles and areas of responsibility of persons within your firm you would commit to serve on this Steering Committee.

**3. Project Team**

a. Provide the resumes of all key members of the project team, including, if applicable, the Account Manager, Contract Administrator, Project Managers, and Regional Vice President(s) responsible for the accounts of VITA and all other public bodies as defined by Code § 2.2-4301 and referenced by Code §§ 2.2-4304 and 2.2-2012 and for private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>. If an onsite or dedicated presence is part of your proposed solution, please forward the resumes of the top three candidates potentially available to lead your onsite efforts.

- b. Describe the level of access the proposed project team members have within your organization and the authority they have to commit resources to meet unexpected surges in activity and/or to respond to service issues.
- c. Describe your firm's vetting practices, including background checks, fingerprinting and citizenship verification, for employees and subcontractors who have access to your firm's security infrastructure and cloud hosting operations (if your proposal offering includes hosting by your firm or a third party) and any federal vetting requirements that your firm currently complies with/has complied with. Also, describe how your firm would comply with a customer's particular security vetting requirements.
- d. Provide the time frame for the availability of project team members and the percentage of time these individuals are expected to be assigned to the VITA account. VITA may require a Supplier to involve VITA in the selection and rotation of any key account team members assigned to VITA.

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## 7. SUPPLIER PROCUREMENT AND SUBCONTRACTING PLAN

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It is the policy of the Commonwealth to contribute to the establishment, preservation, and strengthening of small businesses and micro businesses, including those small or micro businesses owned by women, minorities, or service-disabled veterans; and to encourage their participation in Commonwealth procurement activities. Further, VITA is committed to enable a minimum of three percent (3%) participation by small businesses owned service disabled veteran businesses, as defined in Code §§ 2.2-2001 and 2.2-4310, when contracting for information technology goods and services. The Commonwealth encourages all Suppliers to provide for the participation of these small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Any business that is a small business, a small woman-owned business, a small minority-owned business, or a small service disabled veteran-owned business, as defined in Code § 2.2-4310 or § 2.2-1604, or a certified micro business as defined in Executive Order Number 20 (2014), is a “**SWaM**” business. If your firm is a SWaM business, you should include a copy of all Virginia SWaM certifications with its proposal. No Supplier will be considered a SWaM business unless certified by the DSBSD. For information, go to: <http://www.sbsd.virginia.gov/>.

Please provide a Supplier Procurement and Subcontracting Plan as set forth in Appendix B. In the submitted Supplier Procurement and Subcontracting Plan, please state the amount of the overall commitment percentage that will be directly spent with SWaM subcontractors in performing the Requirements of the contract. Please also include in your plan a list of all subcontractors you plan to utilize who are Non-SWaM businesses. If Supplier does not plan to use small business subcontractors in executing a contract resulting from this RFP, so state.

Describe in detail information on all mentor-protégé programs and participation that your firm is involved with.

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## 8. PRICING INFORMATION

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VITA requests that each Supplier provide detailed pricing for each of the pricing methods set forth. Pricing must be comprehensive. Additional information and backup detail should be attached as appropriate. Any scheduled price change must be identified, and actual new prices and proposed effective dates must be stated.

Submit all pricing data as described in Appendix C, “Pricing” using the Excel Pricing Submittal spreadsheet provided entitled Attachment C, “Options/Pricing Proposal”. Altered formats or blank data will be considered incomplete and may be eliminated from further consideration.

Your pricing proposal must include all charges of any kind associated with the Service/Solution. Line item pricing must include the Industrial Funding Adjustment (“**IFA**”) (see Section 9 of this RFP) and eVA fees. IFA and eVA fees are a cost to the Supplier and should not be listed as a separate charge or percentage. VITA will not be liable for any fees or charges for the Solution that are not set forth in Appendix C, Pricing. Any attempt to add these fees to submitted pricing after RFP submission will not be considered.

You must be willing and able to successfully provide the Service/Solution proposed for the prices given and to complete the project on a firm fixed-price basis.

The pricing information supplied with your proposal must be valid for at least 180 calendar days from the submission date. If you wish to reserve the option to withdraw the pricing during that period, you must state so clearly in your proposal.

All one-time and recurring costs and any underlying assumptions on your proposal must be clearly, conspicuously and fully disclosed. The intent of the pricing matrix provided is to implement an acquisition process that is flexible and that supports VITA's delivery requirements on an individual order basis. If you are proposing more than one Service/Solution type, you may also submit a bundled cost in addition to the separate individual Service/Solution costs.

You must disclose pricing assumptions where possible. For example, if unit price is based on a certain volume, that assumption should be indicated. You must clearly identify any discount targets/ranges available. Aggregate discounts for all of the Commonwealth are requested.



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## 9. VITA STANDARD AGREEMENT

Any resulting agreement will be defined by a written contract, which shall be binding only when fully executed by both parties. A copy of VITA's standard Service/Solution contract is provided as part of this RFP as a separate MS Word document titled, Attachment D, "VITA Information Technology Solution/SaaS Contract".

In the event that Supplier is a software reseller, VITA will consider the software publisher's license agreement language if the software publisher requires an End User License Agreement ("EULA"). In such case, Suppliers are advised that VITA will require Supplier to obtain VITA's License Agreement Addendum to the EULA to address terms and conditions in that EULA that VITA, as a government entity, by law or by policy, cannot agree.

If a Supplier's proposed Service/Solution requires VITA to execute an EULA, VITA's "License Agreement Addendum" terms have been provided as Attachment E.

You must complete and submit a copy of the Attachment D, "VITA Information Technology Solution/SaaS Contract" with all changes indicated in redline format for VITA's review and evaluation along with your proposal, as well as a completed table in the format provided in Appendix E, "RFP Section 9.0 - Supplier Exceptions to VITA Contract Template" setting forth your rationale and reasons for each of the proposed modifications. If you are proposing SaaS, your contract submittal should also include a copy of Exhibit J, "Cloud Services Additional Contract Terms and Conditions" in redline format for VITA's review and evaluation. Only exceptions or recommended language revisions submitted with your proposal will be considered during negotiations. Please note, exceptions or recommended language revisions to the liability provisions of the contract will not be considered at this time. If your firm is selected to go forward into negotiations, you will be required to state any exceptions to any liability provisions contained in the Request for Proposal and the VITA Contract Template at that time via email to the designated VITA SPOC.

All Suppliers are encouraged to utilize the SPOC to address any questions you may have regarding any part of the VITA Contract.

**Include the completed table below in your response to this RFP.**

Issue:	Supplier's response (Y & N)
Do you agree that the contents of your response to Sections 5, 7 and 8 will become part of any contract that may be entered into as a result of this RFP?	
Will you agree to begin measuring the service level (Appendix A) within 60 days of the start of the implementation of the Service/Solution?	
The contract will include performance standards, measurement criteria and significant corresponding financial remedies.  Do you agree to include the Service Levels and remedies for non-compliance as defined in Appendix A in the final contract?	
Do you agree that all provisions of the VITA Contract NOT addressed by you in the Appendix E table are acceptable?	
Do you acknowledge that you will submit a Supplier Procurement and Subcontracting Plan stating whether or not and how you will be utilizing small businesses in your proposal? See Section 7.	

Supplier acknowledges that no federal funds may be used to obtain any Service/Solution under a contract awarded, pursuant to this RFP, to any Supplier who appears on any excluded lists on the federal government's System for Award Management ("SAM") at <a href="https://www.vita.virginia.gov/supply-chain/scm-policies-forms/#sam">https://www.vita.virginia.gov/supply-chain/scm-policies-forms/#sam</a> .	
If Supplier proposes a solution that will require the Commonwealth to execute a EULA, either as a signed agreement or as "clickwrap", with a software manufacturer, Supplier shall, for each such software manufacturer, obtain the written consent of such software manufacturer to the terms and conditions of VITA's "License Agreement Addendum" attached as Attachment E and provide a copy of each such consent with its proposal.	
Do you affirm that your response meets all of the Mandatory requirements listed in section 2.Q?	
Do you affirm that your organization is properly registered with the Virginia State Corporation Commission to conduct business in the Commonwealth? Supplier is to complete Appendix D and submit with its proposal.	
Do you affirm that any anticipated partner or subcontractor that will provide Services/ Solutions/SaaS directly to the Commonwealth is properly registered with the Virginia State Corporation Commission to conduct business in the Commonwealth? Supplier is to complete and additional Appendix D for all anticipated partners or subcontractors and submit with its proposal.	
Do you affirm that your organization and all affiliates are current with all sales tax obligations to the Commonwealth as of the due date of the proposals in response to this RFP?	
<p>Do you agree to accept the VITA "<b>Mandatory Contract Terms</b>" consisting of the:</p> <ul style="list-style-type: none"> <li>• "Core Contractual Terms";</li> <li>• "Required eVA Terms and Conditions"; and</li> <li>• "Mandatory Internal Revenue Service (IRS) Publication 1075 (required for FTI data only)"?</li> </ul> <p>The provisions of each are set forth at the following URL:</p> <p><a href="https://www.vita.virginia.gov/supply-chain/scm-policies-forms/mandatory-contract-terms/">https://www.vita.virginia.gov/supply-chain/scm-policies-forms/mandatory-contract-terms/</a></p>	

<p>Do you agree to comply with the Supplier's Monthly Report of Sales and Industrial Funding Adjustment requirements (see details in standard contract included as an Attachment D to the RFP)?</p>	
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## vi. Appendix A – Service Level Agreements (SLAs)

Instructions: The supplier is to provide the performance standard, measurement, measurement period and remedy. Please submit your SLAs using the chart below, or something similar. VITA is interested in supplier SLAs that contain measurable performance standards, specific levels of achieving those standards and remedies for missing them. If you have varying levels of SLAs (basic, enhanced, etc) as options, please include them and fully describe. The information in the table below is provided solely as an example.

**Proposed Service Levels (If provisioning SaaS, please ensure that you have proposed service levels aligning with those described in Exhibit J):** **EXAMPLE ONLY**

<u>Performance Standard</u>	<u>Measurement</u>	<u>Measurement period</u>	<u>% Level</u>	<u>Remedy</u>
<b>Example</b>	<b>Example</b>	<b>Example</b>	<b>Example</b>	<b>Example</b>
Availability - "Available" means that Authorized User and its Application Users are able to access all features and functions of the Application and Licensed Services required by Authorized User, including but not	Monthly Service Level Performance Report - a system-generated report that contains information with respect to the performance of the Application and Licensed Services	Monthly	99%	10%; not to exceed one month's price in total  If non-Excusable Downtime exceeds the parameters described by Exhibit J, Supplier will credit to Authorized User the total recurring fees that would otherwise be owed
Severity 1 (Application down)	Response time – One (1) hour from receipt of call, 24/7. Resolution Time (Fix/work-around) within	Monthly	95%	TBD
Severity 2 (certain processing interrupted or malfunctioning but Application is able to process)	Response time – One (1) hour from receipt of call, 24/7. Resolution Time (Fix/work-around) within twenty-four (24) hours	Monthly	95%	TBD
Severity 3 (minor intermittent malfunctioning, Application able to process data)	Response time – One (1) hour from receipt of call, 24/7. Resolution Time (Fix/work-around) within	Monthly	95%	TBD
<b>Add rows as needed</b>				

**Additional Service Level Agreements for RFP 2020-23:**

<u>Performance Standard</u>	<u>Measurement</u>	<u>Measurement period</u>	<u>% Level</u>	<u>Remedy</u>
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For SaaS, vulnerabilities, whether identified by the Supplier, VITA or the Authorized User, shall be timely remediated.	The Supplier shall remediate legitimate vulnerabilities within thirty (30) days in accordance with SEC 525 Hosted Environment Information Security Standard RA-5 VULNERABILITY SCANNING, unless VITA Enterprise Services provides a written extension prior to expiration of the	Monthly	100 %	In the event VITA or the Authorized User determines that the Service Commitment has not been met, VITA will require that the Supplier immediately remediate the vulnerability. If remediation has not been resolved within ninety (90) days of identification, \$TBD.  **Failure to timely
Statements of Work (SOWs) and Change Orders shall be transparent, in accordance with the requirements of section 17.G of the Contract, with pricing components that visibly correlate with the Contract <u>Exhibit B</u> , “Options/ Pricing” line item fee level.	SOWs and Change Orders will be of a fixed price type, with payment tied to defined deliverables, and include (a) a detailed description of each product or service proposed, including any applicable components, at the contract <u>Exhibit B</u> line item fee level; (b) the quantity of each line item; (c) the total contract price; (d) any additional percentage discount offered; (e) an extended price; (f)	Continuous	100 %	In the event that VITA determines that an individual SOW or Change Order does not meet the transparency requirements defined by section 17.G of the Contract, VITA will require that the SOW/Change Order be revised to align with the requirements prior to order approval and fulfillment.  **Repeated failure (on more than three (3) occasions) to

Realized Sales shall be fully and timely reported each month to VITA SCM as required by section 14.A of the Contract.	Each month, the Supplier shall follow the reporting procedures described in section 14.A of the Contract to report all paid sales through this Contract.	Monthly	100 %	Supplier-reported Realized Sales are randomly and periodically audited by VITA Supply Chain Management. In the event that VITA determines the Supplier has not fully and/or timely reported Realized Sales in accordance with all requirements of Section 14.A of the Contract, VITA may require the Supplier to provide additional documentation supporting reported Realized Sales. Should VITA determine that Realized Sales have been under-reported, discrepancies shall be corrected by the Supplier immediately.  **Failure to fully and
**Additional remedies for failure to meet contractual or service level obligations.	<p>In addition to the fee credit provisions and other remedies set forth above, VITA may elect at its sole discretion to suspend Supplier's right to take new orders from any Authorized Users for a period up to sixty (60) calendar days. VITA will notify Supplier in writing prior to the start of any suspension period that the suspension period will begin and the length of the suspension period.</p> <p>During a suspension period, Supplier may, at VITA's election, be required to attend a contract performance review meeting, along with the VITA contract manager/administrator, Authorized User project manager(s) or authorized representative(s), and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review Supplier's performance and to discuss ways to ensure compliance with the performance criteria set forth in the Contract. VITA will document all instances of Supplier's failure to meet its contractual obligations in the contract file as Supplier</p>			

## **vii.Appendix B - Supplier Procurement and Subcontracting Plan**

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All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (“DSBSD”) by the contract award date to participate in the SWAM program. Certification applications are available through DSBSD online at <http://www.sbsd.virginia.gov/>.

Supplier Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

### **Instructions**

- A. If you are certified by the DSBSD as a small business or as a micro business, complete only Section A of this form. This shall include DSBSD-certified women, minority, or service-disabled veteran-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form.

### **Section A**

If your firm is certified by the DSBSD, are you certified as a (**check all that apply**):

- \_\_\_\_\_ Small Business
- \_\_\_\_\_ Small and Women-owned Business
- \_\_\_\_\_ Small and Minority-owned Business
- \_\_\_\_\_ Small Service Disabled Veteran-owned Business
- \_\_\_\_\_ Micro Business
- \_\_\_\_\_ Micro Business and Women-owned Business
- \_\_\_\_\_ Micro Business and Minority-owned Business
- \_\_\_\_\_ Micro Service Disabled Veteran-owned Business

Certification Number: \_\_\_\_\_

Certification Approval Date: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

### **Section B**

Populate the table below to show your firm's plans for utilization of DSBSD-certified SWaM businesses and Non-SWaM businesses directly performing the Requirements of this contract. This shall not exclude DSBSD-certified micro businesses or women, minority, or service disabled veteran-owned businesses when they have received the DSBSD small business certification. Include as well businesses that ARE NOT SWaM businesses that will be utilized in directly performing the Requirements of this contract. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Small Business Name & Address DSBSD Certificate # (Leave certificate number blank if Non-SWaM)	Status if Small Business is also: Women (W), Minority (M) Service-Disabled Veteran (D), Micro Business (O) Non-SWaM (NS)	Contact Person, Telephone & Email	Type of Goods and/or Services
<p align="center"><b>SWaM Overall Commitment Percentage</b></p> <p>Please state here the overall commitment percentage for DSBSD-certified SWaM businesses directly performing the Requirements of this Contract:</p> <p><b>Note: The percentage above ONLY APPLIES to DSBSD-certified SWaM businesses who are directly performing the Requirements of this Contract. Do not include in the percentage any businesses performing the Requirements of this Contract that are non-SWaM businesses.</b></p>			



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## **viii. Appendix C – Pricing**

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### **INSTRUCTIONS:**

Using Attachment C, “Options/Pricing Proposal”, please provide line item descriptions and pricing for solutions, SaaS, personnel services, installation, configuration, customization, integration, operations, maintenance, training, testing and all other goods and services required to implement, maintain and support a Data Analytics solution and/or service.

Suppliers must include all proposed pricing models and associated pricing at the time the response to the RFP is submitted. Submitted pricing must include all charges of any kind associated with the Solution. Line item pricing must include the Industrial Funding Adjustment (“**IFA**”) (see Section 9 of this RFP) and eVA fees. IFA and eVA fees are a cost to the Supplier and should not be listed as a separate price or percentage.

In Attachment C:

Tab 1 - As instructed in Attachment C, please provide flat rate, one-time and/or recurring fees, and any proposed discounts, for all Data Analytics line item costs associated with solutions proposed in your Attachment A Requirements categories. Any work that will be defined by hourly labor rates in a Statement of Work under an awarded contract should be on Tab 2.

Tab 2 – As instructed in Attachment C, please provide labor rates for all personnel service roles that you have specifically described in each of your Attachment A Data Analytics Requirements categories.

Please be sure that you have included on Attachment C all associated costs required to provision the services you are proposing for this RFP.

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## **ix. Appendix D – State Corporation Commission Form**

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### **Virginia State Corporation Commission (“SCC”) registration information. The Supplier:**

“ is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

“ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

“ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Supplier in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Supplier’s out-of-state location) **-OR-**

“ is an out-of-state business entity that is including with this proposal an opinion of legal counsel that accurately and completely discloses the undersigned Supplier’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): “

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## **x. Appendix E – Supplier Exceptions to VITA Contract Template**

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*Note to Supplier: You may add rows as needed or change the layout for this page to landscape.*

Page Number	Contract Section/Subsection	Exception Explanation

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## **xi.Appendix F – Supplier Proprietary Information**

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*Note to Supplier: You may add rows as needed or change the layout for this page to landscape.*

Page Number	RFP/Attachment Section/ Subsection	Reason Information Deemed to be Proprietary