



Request for Proposal

Cooling Towers and Heat Exchangers –
Supplies and/or Services

August 1, 2018

Important Dates

Pre-Proposal Questions:

2:00 p.m. - Monday, August 20, 2018

**Deadline for Receipt of Proposals:
3:00 p.m. – Tuesday, August 28, 2018**



A VASCUPP Member Institution

Issued by

Procurement and Supplier Diversity Services

Charlottesville, Virginia

A. GENERAL INFORMATION

Request for Proposal (RFP) Name: Cooling Towers and Heat Exchangers – Supplies and/or Services

RFP Number: DM080118

Issue Date: August 1, 2018

Brief Description: The Rector and Visitors of the University (the “University”) and its Department of Facilities Management seek an experienced qualified firm (or firms) to furnish all labor, materials, tools, and resources necessary to create and implement a repair and/or refurbishment procedure for all the identified cooling towers and heat exchangers located at the University’s buildings to the satisfaction of the University and its Facilities Management Department. In addition to normal repairs, the Selected Firm will have the capability and resources to design, install, and maintain new systems or replacement systems as required by the University and its Facilities Management Department (“the Services”).

Preproposal Questions: Any questions concerning this RFP must be sent to the buyer listed below no later than **2:00 P.M., Monday, August 20, 2018**, in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: 3:00 P.M. Tuesday, August 28, 2018. Firms will send **four** hard copies of their proposal, each individually bound, to the address listed in the contact information box below. Additionally, firms will include one complete original electronic version of their proposal on a USB Flash Drive, formatted as Microsoft Word or Excel where applicable, that will be received by the University by the proposal deadline. Any proposals submitted in Adobe PDF format may be rejected. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure. A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret, proprietary information, or otherwise deemed confidential.

Oral Presentations and Negotiations: Oral Presentations and Negotiations, if needed, will be held the week of September 24, 2018 and the week of October 1, 2018.

Expected Award Date: November 2, 2018

Term of Agreement: The term of a resulting Agreement will be for five years, with the ability to renew on the same or similar terms and conditions, for one additional five-year period if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement and Supplier Diversity Services
Attention: Diane Morse
Phone: 434-982-5076
Email: dm5h@virginia.edu

NOTE 1: If RFP proposal is sent U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm's proposal or cancellation of the RFP.

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

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

The Selected Firm will demonstrate flexibility in accommodating new and changing requirements, while providing reliable customer service and proven service performance. The Selected Firm will make assisting the University with its cooling tower/heat exchanger service needs a high priority. The University reserves the right to award to different Selected Firms to respectively provide any part of Services discussed in this RFP and guarantees no amount of business resulting from any Agreement. Changes in the Services with the Selected Firm(s) may be added to or deleted from any Agreement resulting from this solicitation with thirty days' notice from the University, according to the terms and conditions agreed upon by the University and the Selected Firm(s).

The Selected Firm(s) will provide services as specified and in accordance with all applicable building and safety codes, local, state and federal standards, University project documents (e.g. plans, specifications, etc.), the University's Facilities Design Guidelines, <https://oubo.virginia.edu/hecomfdg.html>, and coordinate work around University schedules, special events and holidays.

The University regards its moral, legal, and economic responsibility for providing a safe and secure working environment for its students, faculty, and staff to be a high priority. All University activities will be conducted using reasonable precautions to protect faculty, staff, students, the public, and the environment so as to minimize dangers to life, safety, and property.

The University seeks proposals from experienced and innovative firms that can assist it with its cooling tower/heat exchanger services while achieving established sustainability goals and objectives:

<http://www.virginia.edu/sustainability/buildingsoperations-2/>

B. SCOPE OF GOODS & SERVICES

It is the University's intent to enter into an Agreement with the Selected Firm (or firms) to create and implement a complete repair program, exclusive of chemical water treatment, for the cooling towers and heat exchangers installed at the University’s Academic and Health System, to include those Goods and Services (“the Services”) necessary to help the University achieve its goals as outlined in this RFP. The University intends to continue managing the preventative maintenance of this equipment. Firms will not be acting as a general contractor and/or mechanical contractor for any project. The Higher Education Capital Outlay Manual (“HECOM”) will not be used when purchase orders are issued under any resulting award of this RFP. The University reserves the right to award to different Selected Firms to respectively provide any part of the Services discussed in this RFP and guarantees no amount of business resulting from any Agreement.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University and its Department of Facilities Management seeks qualified experienced firm(s) to provide repair/refurbishment services (“the Services”) of approximately 60 cooling towers located at the University’s Academic and Health System Buildings listed below.

The University invites firms responding to this RFP to submit proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals. The University, in its sole judgment, will consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met.

Chiller Locations	Quantity
2476 Old Ivy Road (Data Center)	1
Aquatics and Fitness Plant	5
Aurbach Medical Research Building	2
Carr's Hill Plant	2
Carruthers Hall	1
Central Ground (Clark/Bryan)	7
Chemistry Plant	3
East Plant	5
Faulkner House	1
Fontaine Medical Office Building	1
Massie Plant	3
Newcomb Plant	2
North Grounds Recreation Addition	2
North Grounds Mechanical Plant	3
North Plant	2
Saunders Hall	2
Shelburne Hall/Highway Research	1
Sheridan G. Snyder Translational Research Building	3
South Plant	12
Stone Hall	1

Chiller Locations	Quantity
Zehmer Hall	1
Total	60

The Selected Firm(s) will provide cooling tower/heat exchanger repair/refurbishment on a scheduled and/or an “as needed” basis when specified in the University’s plans or specifications of the project. When performing work, the Selected Firm(s) will need to follow the University’s Facilities Design and Construction Guidelines Manual and any recognized codes and standards including, but not limited to; Building Officials & Code Administrators (“BOCA”), Virginia Uniform Statewide Building Code, (“USBC”) Occupational Safety and Health Administration (“OSHA”), Environmental Protection Agency (“EPA”) regulations, National Fire Protection Association (“NFPA”) regulations, governing work in the State of Virginia. In order to achieve this goal the Selected Firm(s) may be requested to provide those goods and services including, but not limited to, those outlined in this section.

These cooling towers/heat exchangers are critical to the support of education, research, and health care services provided by the University. The Selected Firm(s) will demonstrate a thorough understanding of the unique demands and functional requirements of academic and medical center environments. The Selected Firm(s) will demonstrate flexibility in accommodating new and changing requirements, while providing reliable customer service and proven service performance. The University reserves the right to add or delete equipment and items from the resulting Agreements with five days written notice. New or additional items may be added with prior written notice from the University with terms and conditions to be mutually agreed upon by the University and the Selected Firm(s).

The Selected Firm(s) must meet the following minimum requirements:

1. Scope of Work:
 - a. Furnish all labor, materials, equipment, supervision, and necessary incidentals to provide routine repairs/refurbishments.
 - b. Parts utilized by the Selected Firm(s) will be invoiced to the University at the Selected Firm’s cost. Provide only new genuine manufacturers or authorized replacement materials to the University.
 - c. Repairs will be performed on a time and materials basis and/or a fixed price quotation. Refurbishments will be performed on a fixed price quotation.
2. Emergency Services:
 - a. Provide a standard response time of two hours to the cooling tower/heat exchanger location, twenty-four hours a day, and 365 days a year upon request/authorization by the by the University’s Contract Administrator (“CA”) or designees in accordance with the labor rates provided in the firm’s proposal.
3. Material Requirements:
 - a. All material supplied shall be institutional, industrial, and/or commercial grade, whichever is more stringent, in accordance with the standards of the industry for institutional and/or industrial construction and maintenance in compliance with the University’s Facilities Design Guidelines. <https://oubo.virginia.edu/hecomfdg.html>
 - b. The University’s CA or designee must approve all materials/products to be utilized prior to installation.
 - c. If any project indicates requirements for submittals then the submittals must be submitted within two weeks of receipt of a Purchase Order.
4. Performance Requirements:
 - a. The Selected Firm(s) is responsible for supervising and directing the work of its employees, as well as any subcontractors that may be utilized, by providing the firms best skills and sound judgment. No portion of any work will be

subcontracted without prior written consent of the University. Subcontractors which perform work under any Agreement resulting from this RFP will be responsible to the prime contractor. The Selected Firm(s) agrees that it is fully responsible for the acts and omissions of its subcontractors and of persons employed by the subcontractor's, as it is for the acts and omissions of its own employees.

- b. Any firm who plans to subcontract any services will submit with its firm's proposal the subcontractor's company name, name of principal contact, address, telephone number, and e-mail address.
- c. The Selected Firm's job foreman, lead worker, and/or supervisor must be able to communicate effectively in English, but does not need to be a native speaker of English and on the job site at all times.
- d. The job foreman must be authorized to make field decisions and decisions regarding any changes to the work in conjunction with the University of Virginia's designated representative.
- e. Conduct an on-site pre-installation conference with the University's designated representative(s) to ensure all materials, equipment and accessories needed for project completion are present and free from defect prior to installation. The University will coordinate the exact dates/times of the pre-installation conference with the Selected Firm(s). In the event of shortages and/or damage, the Selected Firm(s) will provide a written corrective action plan to the University's designated representative following the conference.
- f. Coordinate construction activities with other building trades and project activities to ensure an efficient and orderly installation.
- g. Possess the ability to bond larger projects if required.
- h. At the conclusion of the work for any cooling tower/heat exchanger services project, the Selected Firm(s) will demonstrate to the University's CA or designee that the work is in compliance with all applicable codes, regulations, project drawings, and specifications for any Agreement resulting from this RFP. Any deficiencies will be promptly corrected by the Selected Firm(s) at its expense prior to final acceptance of the work. The University's CA or designee will be on-site to monitor progress and give directions as required. Prior to the Selected Firm(s) leaving University Grounds all work performed must be verified and accepted by the University's CA or designee.
- i. Failure of the Selected Firm(s) to correct unsatisfactory or incomplete work performance in the allotted timeframe will result in a deduction from the fee for services at an amount equal to the University's hourly rate for similar services. The University's fees for services are subject to change and any deduction will reflect the hourly rates in effect at the time of a reported incident.
- j. The Selected Firm's key personnel (i.e. day-to day contact, project manager,) will work with the University's Facilities Management in providing a seamless cooling tower/heat exchanger services scheduling/installation/invoicing process.
- k. Failure of the Selected Firm(s) to furnish and install in the timeframe indicated may result in the University cancelling any order (or part of any order) without payment to the Selected Firm(s), and without the University being held responsible for any restocking fee or penalty.
- l. All employees of the Selected Firm(s) must wear uniforms or other appropriate attire at all times while on University property to designate their affiliation with the Selected Firm(s). The University requires such identification for security precautions and access may be prohibited if the identification is not recognized by University personnel.

- m. The Selected Firm(s) providing services at the University, will follow the Contractor Safety Program established by the University. Information is at the link below:
<http://www.fm.virginia.edu/docs/ohs/FMContractorSafetyProgram20170120.pdf>
 - n. Work hours will be from 7:00 a.m. to 4:00 p.m., Monday through Friday. Provide after normal working hour's service, which may include weekends and holidays.
 - o. A firm fixed price quotation will be negotiated between the Selected Firm(s) and the University based on the hourly/unit rates and equipment/materials discounts provided prior to any work being performed.
 - p. Assist the University in achieving its sustainability goals, objectives and initiatives as they relate to cooling tower/heat exchanger services. For additional information below is the link to the University's Sustainability Department:
<http://www.virginia.edu/search/site/sustainability>
5. Background Checks:
The Selected Firm(s) will maintain a mandatory background check and drug and alcohol-testing program for all employees. A Criminal History Records Check must be completed through the Virginia State Police for each staff member. This information will be available to the University's CA or designee upon request. If the check reveals any of the following, The Selected Firm(s) will not assign that individual to perform services for the University:
- a. Any Felony.
 - b. Any of the following misdemeanor offenses, regardless of when the conviction occurred:
 - i. Burglary
 - ii. Breaking and Entering
 - iii. Robbery
 - iv. Theft
 - v. Larceny
 - vi. Any Sexual Offenses
 - c. Any of the following misdemeanor offenses if convicted within the previous five years:
 - i. Forgery
 - ii. Fraud
 - iii. Assault and Battery
 - iv. Weapons violations
 - v. Possession, distribution, sale, or delivery of a controlled substance
 - vi. DUI or DWI (for positions involving vehicle operation)
6. Clean-Up and Protection:
- a. Remove from all premises any related trash and debris in order to leave the area clean and ready for use. The Selected Firm(s) will not dump or dispose of any debris generated as a result of performance under any resulting Agreement from this RFP in University dumpsters or on any University property.
 - b. Perform the cooling tower/heat exchanger services in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any firm and/or University employees.
 - c. The Selected Firm(s) will be responsible for any and all damages to the buildings or property caused by any vehicles/drivers and will be held responsible for damages or services caused by failure to deliver/install the product and/or delivery/installation of a noncompliant product. Any repairs or cleanup services will be at the Selected Firm's expense to the University's satisfaction.

7. Special Requirements:
 - a. Ensure Selected Firm's capacity to perform work under this Agreement, regardless of other contractual responsibilities to public/private bodies.
 - b. Provide services under the same conditions as University Facilities Management Department personnel. This includes, but is not limited to, vehicle parking, adhering to the University's Facilities Design Guidelines, complying with all building and safety codes, and scheduling work around University class schedules, special events and holidays. Parking permits will be obtained by the Selected Firm(s) from the University's Department of Parking and Transportation for all vehicles parked on University Grounds. At no time will the Selected Firm(s) utilize Health System Parking Garages. These areas are intended for the sole use of patients, visitors and University employees. Parking permits, tickets and/ or towing charges are the sole responsibility of the Selected Firm(s). The University is not liable for any damage or expense resulting from illegally parked vehicles.
 - c. Adhere to the University's No Smoking or Vaping Policy, see <https://uvapolicy.virginia.edu/policy/SEC-028>
 - d. Provide sufficient personnel and equipment to perform work within the timeframe required as defined in the scope of work and specifications.
 - e. The Selected Firm(s) will provide experienced, qualified, properly licensed/certified, and properly trained personnel to perform the requested work.
 - f. The Selected Firm's vehicles will comply with all Virginia Department of Transportation ("VDOT"), local, state, and federal regulations.
 - g. Provide a cell phone for communications between the Selected Firm's personnel and the University's CA or designee during the duration of all cooling tower/heat exchanger projects.

C. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to provide the University with the products and/or services as described in the Scope of Good and Services section;
2. The firm's experience in providing Goods and Services similar to those described in this RFP, to include the firm's references from clients that operate cooling towers and heat exchangers comparable to the University;
3. The firm's financial proposal, including, but not limited to discounts, service charges, and other charges; and
4. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
5. The contractual terms which would govern the relationship between the University and the Selected Firm;
6. The firm's Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm's plan for utilization of SWAM businesses. For more information about SWAM and the University's SWAM plan, please see the letter at Attachment 1 and refer to the following site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

Note 1: A 10% minimum weight will be given to this criterion in evaluating proposals.

Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Shannon Wampler, the Senior Supplier Diversity Coordinator, at (434) 924-3173 or SWAM@virginia.edu.

D. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Firms will provide the following information:

1. A detailed description and the full specifications of the product/equipment proposed. Each firm will indicate in its proposal the firm's ability to achieve/comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail the proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.
2. Describe the firm's plan of operation to provide Cooling Tower/Heat exchanger Services as described in Section B., Scope of Goods and Services, to meet the needs of the University with a minimum disruption to the educational, health care, and research missions of the University. The plan of operation should address at a minimum the following topics:
 - a. Describe how the firm will work with the University to provide the requested services to include the firm's ability to schedule and complete multiple projects at one time.
 - b. The University reserves the right to approve the individuals' assigned to supervisory positions by the Selected Firm(s) and may request interviews with these individuals.
 - c. Describe the firm's Quality Assurance Program, detailing how it will meet the needs of the University.
3. Describe the firm's approach to providing excellent customer service throughout the term of any resulting Agreement from this RFP to include but not limited to:
 - a. Mobilization of firm's supervision and personnel to meet the University's requirements for quick turnaround projects.
 - b. Provide the minimum response time its firm requires for regular and emergency services.
4. Information on the warranty associated with the products the firm is proposing and any extended warranty (include the price) that might be available.
5. Firm Information, Personnel, References:
 - a. Provide a brief history of the firm and its experience in providing cooling tower/heat exchanger services on a scheduled or an "as needed" basis.
 - b. Provide information on those individuals assigned to work with the University, specifically identifying the name and contact information for the individual assigned to act as the coordinator for both the firm's proposal and any subsequent responses required of the firm as a part of the RFP process.

- c. The Selected Firm(s) will be properly licensed, insured, and certified to provide the Services to the University.
 - d. State law requires that certain projects within the scope of this RFP be performed by a contractor licensed by the Commonwealth of Virginia. Other projects within the scope of this RFP need not be performed by a licensed contractor. If a firm desires to be considered for all projects within the scope of this RFP, the firm will provide with its proposal a copy of the firm's Commonwealth of Virginia Contractor's License. If a firm does not provide with its proposal a copy of the firm's Commonwealth of Virginia Contractor's License, the firm will be considered by the University, if at all, only in connection with the award of a contract or contracts for projects which, in the sole and absolute discretion of the University, need not be performed by a licensed contractor. A copy of the license must be furnished upon request to the University or any VASCUPP member institution.
 - e. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.
 - f. Provide a list of all clients lost within the last three years which includes:
 - a. A contact name and telephone number
 - b. Length of service at the account
 - c. Reason for the loss
 - g. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at <https://vascupp.org>.
 - h. The firm's Small, Woman-owned, and Minority-owned ("SWaM") status and/or how the firm intends to utilize SWaM firms in regards to this particular procurement. Include the name of the individual responsible for the firm's supplier diversity program. This individual is responsible for implementing and reporting on the firm's Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.
6. Financial Proposal:
- a. The firm's proposed price/fee for providing the Goods and Services, to include shipping charges (the University's shipping terms are FOB Destination). Include any additional discounts available for early payment of invoices.
 - i. Provide a percentage discount on repair parts/supplies and the firm's ability to provide OEM parts for all of the University's equipment manufacturers, including, but not limited to (i.e. Baltimore Aircoil Company, Evapco, Marley, etc.).
 - ii. Provide a manufacturer's percentage discount on new equipment purchases.
 - iii. Provide hourly rates for project manager, supervisor, technician, etc. to include standard and overtime/emergency labor rates.
 - iv. Travel and related expenses.
 - b. Provide a listing of the materials and services your firm is able to provide.
 - c. The fees quoted will represent a combined total for all necessary supervision, equipment, transportation, tools, parts, materials, fuel, water, and incidentals necessary to perform the requested services, including profit, all direct and indirect costs such as general and administrative costs, all supplies and safety equipment, and transportation of equipment and personnel. Fees will also include the use of cellular phones used by the Selected Firm(s) to conduct business. **The University cannot accept any pricing based on a "Cost-Plus a Percentage of Cost basis"**.
 - d. Information on the warranty associated with the products/services the firm is proposing and any extended warranty (include the price) that may be available.

- e. Emergency service to include weekends and holidays.
 - f. Provide ad-hoc services upon request on a time and material or fixed price basis.
 - g. Provide the following fee details:
 - i. When or how often do fee increases and/or escalation rates occur?
 - ii. What is the firm's plan for dealing with fee increases and/or escalation rates?
 - i. State the firm's willingness and ability to expand providing cooling tower/heat exchanger services to other VASCUPP institutions. Attachment 6 is a Zone Map of the VASCUPP institutions and firms may provide pricing based on the zones their firm may desire to service in addition to the University.
 - j. The University may procure additional Services from The Selected Firm(s) throughout the term of the Agreement as a result of this RFP. The exact pricing of these Services will be determined at the time of purchase and be provided under Most Favored Nations Pricing, identified in Attachment 2, Preferred Contractual Provisions, Section N., Favored Nations.
 - k. Describe how the University will benefit from cost savings by accepting the firm's proposal to provide cooling tower/heat exchanger services to the University.
 - l. State the firm's agreement to receive payments electronically via Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment. Prior to contract award, the Selected Firm(s) will be required to contact University Procurement and Supplier Diversity Services' Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].
 - m. Complete and return the information requested in Attachment 5, Firm Information.
7. Contractual Arrangements:
- a. Provide the University with any form or contract the University may be requested to sign.
 - b. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
 - c. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
 - d. Provide a written statement with the firm's proposal that its principals or legal counsel have reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agree that these provisions will become a part of any final agreement.
 - e. Provide a list of institutions of higher education with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting ("GSA") schedule contract.

NOTE:

Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor May a firm request that it's pricing be treated as a trade secret, proprietary information, or otherwise deemed confidential.

E. TERMS AND CONDITIONS

This solicitation and any subsequent award are subject to:

- The Selected Firm(s) registering as a vendor with the University of Virginia.
<https://www.procurement.virginia.edu/pagevendorregistrationform>
- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm(s) agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment.
- The Selected Firm(s) registering and accepting eVA Terms and Conditions prior to award.
<http://www.eva.virginia.gov/>

F. OTHER INFORMATION

1. Oral Presentations and Negotiations:
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Oral presentations and negotiations are tentatively scheduled for the week of September 24, 2018 and the week of October 1, 2018 as needed.
2. Communications between the University and the firms regarding this RFP:
 - a. Informal Communications
From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm(s) and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:
 - i. Requests from the firms to any department at the University, with the exception of Procurement and Supplier Diversity Services for information, comments, speculation, etc.; and
 - ii. Requests from any department at the University, or any employee of the University, with the exception of Procurement and Supplier Diversity Services for information, comments, speculation, etc.
 - b. Formal Communications
From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm(s) and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this

Request for Proposal, or as requested by Procurement and Supplier Diversity Services. Formal communications will include but not be limited to:

- i. Pre-Proposal Conference
- ii. Oral presentations
- ii. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

3. Formation of the Agreement with the Selected Firm(s)

All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make an award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

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

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described above, certain matters will automatically be deemed part of the proposal.

4. Provisions Deemed Included in the Proposal:

The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section D, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

a. Mandatory Provisions:

Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when

contractual negotiations or performance indicate that such amendments are appropriate.

- i. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section A, Proposal Due Date.
 - ii. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.
- b. Preferred Provisions:
Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:
- i. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and
 - ii. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.
5. Rejection of Proposals
The University reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm(s) exists, or when the University rejects all proposals.

NOTE:

Virginia Freedom of Information Act

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

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

Attachment 1
Mandatory Contractual Provisions

- A. **Nondiscrimination**
During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.
- B. **Conflict of Interests**
The Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.
- C. **Assignment**
Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.
- D. **Amendments**
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.
- E. **Notices**
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.
If to the University:
Director of Procurement and Supplier Diversity Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690

If to the Selected Firm:

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

F. Independent Contractor

The Selected Firm is not an employee of the University, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the University or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability

The Selected Firm will (i) maintain Employers Liability coverage of at least \$500,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace

The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

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

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

I. eVA Business to Government Registration

The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.

J. eVA Transaction Fee

The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA selected Firm and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

K. Proper Licensing to operate any vehicles utilized by the Selected Firm.

L. Contractor License Requirements

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

License # _____ Type _____

Subject to Section D., Contents of the Proposal, item 5. Firm Information, Personnel, References, d. of this RFP, a copy of the license must be furnished upon request to the University or VASCUPP member institution.

M. Unauthorized Alien Use.

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

Attachment 2

Preferred Contractual Provisions

- A. **Goods and Services**
During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.
- B. **Term of Agreement**
The term of a resulting Agreement for Cooling tower/heat exchanger Services will be for five years, with the ability to renew on the same or similar terms and conditions, for one additional five-year period if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.
- C. **Contract Administrator**
The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for Day-to-day Operations but cannot approve amendments to the Agreement or price changes.
- D. **Waiver**
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.
- E. **Indemnification**
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.
- F. **Governing Law**
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.
- G. **Termination**
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.
- H. **Non-Appropriation**
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support

this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.

I. Right of Audit

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

J. Intellectual Property Rights/Disclosure

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

K. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

L. Insurance

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

Commercial General Liability:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$2,000,000 per occurrence and a \$5,000,000 aggregate limit with coverage for the following:

<input checked="" type="checkbox"/> Premises/Operations	<input checked="" type="checkbox"/> Products/Completed Operations
<input checked="" type="checkbox"/> Contractual	<input checked="" type="checkbox"/> Independent Contractors
<input checked="" type="checkbox"/> Personal Injury	<input checked="" type="checkbox"/> Additional Insured*

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence with the following coverage for vehicles operated by its employees.

{X} Any Automobile {X} Owned and Non-Owned Automobiles

Umbrella/Excess Liability:

The Selected Firm and any Subcontractor will maintain excess liability coverage of at least \$2,000,000 per occurrence that provides coverage uniform with the underlying general liability insurance.

***Additional Insured:**

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

M. Cooperative Purchasing/Use of Agreement by Third Parties

It is the intent of this solicitation and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by The Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by The Selected Firm, the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with The Selected Firm and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Agreement or execution of a separate agreement is required to participate; however, the participating entity and The Selected Firm may modify the terms and conditions of this Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and The Selected Firm.

The Selected Firm will notify the University in writing of any such entities accessing this Agreement. The Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by The Selected Firm to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

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

N. Favored Nations

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

- O. **The University's Authorized Representatives**
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm by the University's Director of Procurement and Supplier Diversity Services.
- P. **Purchasing Manual**
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Selected Firms" and any subsequent revisions, which is available at this web site: <https://vascupp.org/hem.pdf>
- Q. **Small, Women-owned and Minority-owned (SWAM) Business Reporting**
The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

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

The quarterly SWAM business reports will contain this information:

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

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

- R. **Payment Terms**
The Selected Firm may indicate payment terms of less than 45 days so long as those terms also contain a cash discount for early payment. For example: "1.25% 20/Net 30" would correspond to a 1.25% discount if paid in 20 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.
Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 45 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

The Selected Firm agrees to receive payments electronically and provide any additional discounts that may result from paying electronically. The firm will contact the University's Payment Processor Specialist group in Procurement and Supplier Diversity Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email: uva-prs-boa@virginia.edu]. Accordingly, the Selected Firm agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment.

S. Future Goods and Services

The University reserves the right to have the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

T. Ordering Procedures

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

Attachment 3

Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

- A. The Selected Firm must provide the written claim to:
Assistant Director of Procurement and Supplier Diversity Services
University of Virginia
1001 North Emmet Street
P. O. Box 400202
Charlottesville, Virginia 22904-4202

- B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.

- C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.

- D. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

- E. The Selected Firm may appeal the decision to:
Director of Procurement and Supplier Diversity Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

By providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

- F. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The

manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and the Selected Firm mutually agree.

- G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.
- H. Nothing in this Attachment 3 will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement; provided, the Selected Firm may not file such claim unless and until it has complied fully with the procedure set forth in this Attachment 3.



UNIVERSITY of VIRGINIA
OFFICE OF THE VICE PRESIDENT FOR FINANCE
Attachment 4

Vice President for Finance's Request for Commitment

Greetings:

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

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

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

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

Sincerely,



Melody S. Bianchetto
Vice President for Finance

Carruthers Hall
Post Office Box 400210
Charlottesville, Virginia 22904-4210
434-924-0716 · Fax: 434-297-6444
msb2p@eservices.virginia.edu * www.virginia.edu/avpfinance

Attachment 5
Firm Information

Full Legal Name (*Company name as it appears with its Federal Taxpayer Number*):

Address:

Telephone Number:

FAX Number:

Web Address:

Email Address:

DUNS Number:

SWAM Information:

Is the firm certified with the Commonwealth of Virginia's Department of Small Business and Supplier Diversity (SBSD): Yes No

Minority-Owned Business: Yes No

Women-Owned Business: Yes No

Small-Owned Business: Yes No

Is the firm registered as a vendor in the Commonwealth of Virginia's e-procurement system (eVA)?
 Yes No

Point of Contact for this Proposal:

Name:

Address:

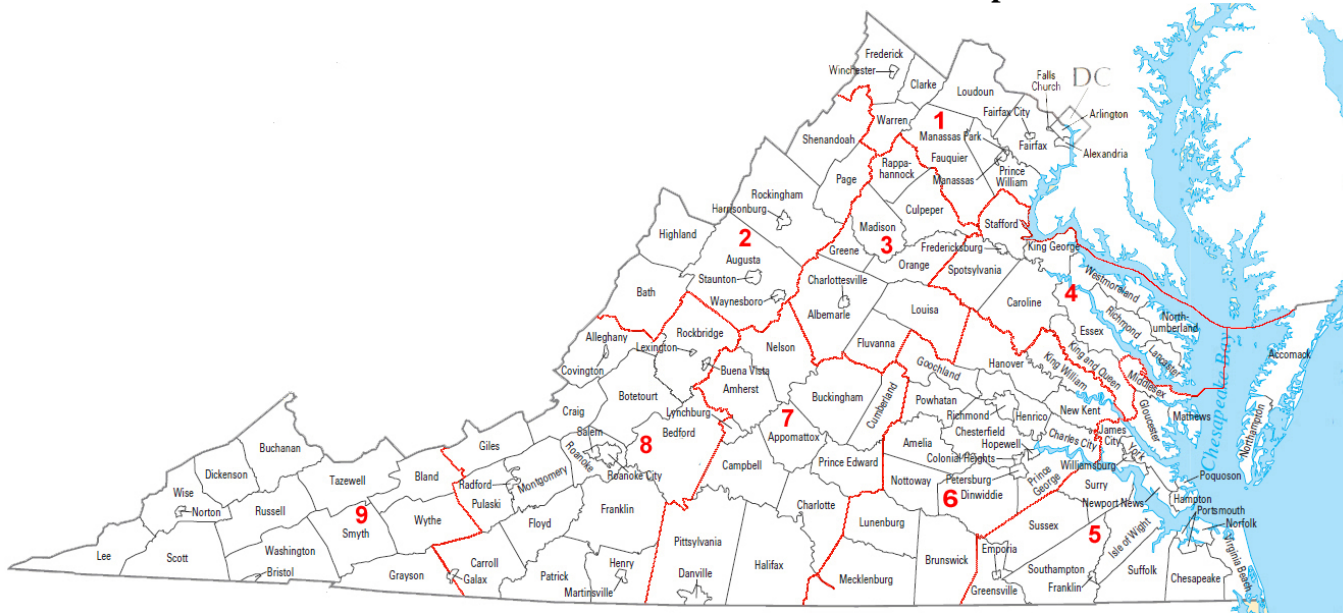
Office No.

Mobile No.

FAX No.

Email Address:

Attachment 6 VASCUPP Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP) List of member institutions by zones

Zone 1 George Mason University (Fairfax)	Zone 2 James Madison University (Harrisonburg)	Zone 3 University of Virginia (Charlottesville)
Zone 4 University of Mary Washington (Fredericksburg)	Zone 5 College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	Zone 6 Virginia Commonwealth University (Richmond)
Zone 7 Longwood University (Farmville)	Zone 8 Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	Zone 9 University of Virginia (Wise)