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Request for Proposal

## Custodial Services

December 15, 2016

### Important Dates

Pre-Proposal Conference:

1:00 p.m., January 10, 2017

**Deadline for Receipt of Proposals:**

**3:00 p.m. – Tuesday, February 7, 2017**



College of William and Mary  
George Mason University  
James Madison University  
Old Dominion University  
Radford University  
The University of Virginia  
Virginia Commonwealth University  
Virginia Military Institute  
Virginia Tech

A VASCUPP Member Institution

Issued by

Procurement and Supplier Diversity Services

Charlottesville, Virginia

## I. GENERAL INFORMATION

**Request for Proposal (RFP) Name:** Custodial Services

**RFP Number:** DM121516

**Issue Date:** December 15, 2016

**Brief Description:** The University seeks an experienced qualified firm (or firms) to provide custodial services on a scheduled or “as needed” basis for various buildings located at the University. Provide all materials, labor, supervision, tools, equipment, and incidentals necessary to provide Custodial Services for the University of Virginia (“the University”) buildings.

**Preproposal Conference:** An optional Preproposal Conference will be held on Tuesday, January 10, 2017 at 1:00PM in Newcomb Hall, Commonwealth Room, located at the end of the Third Floor of Newcomb Hall, Charlottesville, Virginia (map may be viewed at this web site: <http://www.virginia.edu/Map/>). “Cash Only” parking is available at the Central Grounds Parking Garage, 400 Emmet Street, Charlottesville, Virginia. The purpose of the Preproposal Conference is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP. While attendance at this conference will not be a prerequisite to submitting a proposal, interested parties who intend to submit a proposal are strongly encouraged to attend. Bring a copy of the solicitation with you.

Firms planning to attend the Preproposal Conference should notify ToShun Campbell by email ([pur-rfp@virginia.edu](mailto:pur-rfp@virginia.edu)) no later than 12:00 p.m. on January 5, 2017 of the names, titles, and phone numbers of the individuals who will attend. Firms traveling to Charlottesville can go to the following website for travel arrangement assistance: <http://www.virginia.edu/placestostay/>

**Proposal Due Date:** 3:00PM Tuesday, February 7, 2017. Firms will send **seven** 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 and/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 or proprietary information, or otherwise be deemed confidential.**

**Oral Presentations and Negotiations:** Negotiations, if needed, are scheduled to begin the week of March 6, 2017.

**Expected Award Date:** May 19, 2017.

**Term of Agreement:** The term of a resulting Agreement(s) will be for three years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods 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  
1001 North Emmet St, Carruthers Hall  
P.O. Box 400202  
Charlottesville, VA 22904-4202  
Attention: Diane Morse  
Phone: 434-982-5076  
Email: [dm5h@virginia.edu](mailto: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](mailto: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 custodial services 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 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.

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.

Custodial Services is one of the largest divisions of Facilities Management and provides environmentally friendly custodial services for the University's facilities, including academic, medical research, residence halls and faculty housing, and other public buildings across Grounds.

Custodial services for the University's Health System, private clinics, and related patient care areas are provided by the University's Environmental Services.

For additional information the link to this division:

<https://www.fm.virginia.edu/depts/operations/custodialservices.html>

## **II. SCOPE OF GOODS & SERVICES**

It is the University's intent to enter into an Agreement with the Selected Firm (or firms) to include those Goods and Services ("the Services") necessary to assist the University in achieving the goals outlined in this RFP. In order to achieve these goals, the Selected Firm may be requested to provide the Services including, but not limited to, those outlined in 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.

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.

The Selected Firm must meet the following minimum requirements:

- A. General Requirements
  1. Provide all labor, materials, supplies, and equipment needed to perform the Services.
  2. Provide excellence in customer service to and on behalf of the University.
  3. Demonstrate flexibility in accommodating changing requirements.
  4. Assist the University in achieving its sustainability goals, objectives and initiatives as they relate to custodial services. For additional information below is the link to the University's Sustainability Department  
<http://www.virginia.edu/search/site/sustainability>

5. Utilize the same or comparable green cleaning products, recycled paper products, floor finishes and sustainable equipment as the University, in accordance with Green Seal™ Environmental Leadership Standard for Commercial Cleaning Services. (“GS-42”) requirements.  
The Green Seal Certification: “Our sustainability standards for products, services, and companies are based on life-cycle research, and are developed in an open, transparent, and stakeholder-involved process. Green Seal standards provide criteria and guidelines for manufacturers, service providers, and companies to work toward sustainability and Green Seal certification. Green Seal has 33 issued standards that cover 400 product and service categories.”  
For additional information following is the link:  
<http://www.greenseal.org/GreenBusiness/Standards.aspx>
6. Ensure employees are trained, knowledgeable, and skilled in providing custodial services. Training of new or inexperienced custodial staff on Grounds must be approved by the University’s Contract Administrator, (“CA”) or designees and follow an established training program implemented by the Selected Firm.
7. The Selected Firm will utilize APPA: Leadership in Educational Facilities (“APPA”) APPA's publication, *Operational Guidelines for Educational Facilities: Custodial, third edition*, or the latest edition, as a reference for custodial levels of care and incorporate these performance standards while providing any/all requested Services. The Selected Firm will display a complete knowledge of these guidelines and all of the firm’s representatives/employees will be trained in APPA standards. The University encourages all firms that are interested in submitting proposals, but may not be familiar with APPA Custodial Standards, to purchase the printed publication available at the APPA website:  
[https://www.appa.org/Bookstore/product\\_browse.cfm?itemnumber=691](https://www.appa.org/Bookstore/product_browse.cfm?itemnumber=691)
8. Ensure employees exhibit a neat and professional appearance that reflects positively on the Selected Firm and the University.
9. Provide a photo identification badge (“I.D”) for all employees designating their name and affiliation with the Selected Firm. I.D’s must be worn at all times while on University property.
10. Provide the University’s CA with a copy of all Safety Data Sheets (“SDS”) for materials used during the performance of custodial services. A copy of the SDS will be maintained in each location serviced by the Selected Firm and be accessible to employees at all times.
11. Maintain an electronic schedule and records of periodic project work (i.e. floor refinishing, carpets cleaned) performed in each building and be able to provide these records to a designated representative of the University upon request.
12. Communicate and coordinate with the University’s CA and/or designated University Zone Managers on a monthly basis or more frequently as needed.
13. Provide electronic reports of anomalous occurrences by the end of each shift for all areas serviced.
14. Provide written reports for all personnel injuries or accidents.
15. Ensure the Selected Firm’s employees do not utilize University computers or move or relocate the contents in spaces.

16. Ensure that building access and key security are a top priority. Ensure access cards and keys are secure at all times. All keys must be kept in a lock box in a secure location while not in use. Only management personnel will have access to keys. Access cards must be secured on the employee at all times. All costs associated with a lost key will be the responsibility of the Selected Firm. Ensure that employees never leave secured areas or buildings unlocked, prop open locked doors, provide access to others who are unknown to them into a secure building or space, or a similar type of action that would compromise the security of a building or its occupants.
17. Have the capability to provide additional custodial services upon request, on a fixed price and/or a time and material basis. These services may include, but are not limited to, post construction or renovation cleaning, window cleaning, floor buffering and waxing, occupancy turnover in residential facilities, conference cleanup, special projects support, event support, and similar custodial-related services.
18. Respond to emergencies or urgent requests, including but not limited to, spills, leaks, Blood-borne Pathogen (“BBP”) required clean ups, and all other matters of safety and facility damage prevention within 30 minutes of initial notification by a designated representative of the University during the hours of 6:00 a.m. to 10:00 p.m., and within two hours during the hours of 10:00 p.m. to 6:00 a.m. Document labor time, materials, type of event, and date and time of the event. All after hour calls that require onsite work to be performed will be invoiced at the Selected Firm’s Ad Hoc Custodial Services Fee.
19. Demonstrate flexibility in accommodating changing requirements in either areas serviced and/or performance/service standards.
20. During inclement weather involving snow and/or ice, the Selected Firm will maintain interior entranceways, floors, and stairs free of snow, melting snow and water, sand, and deicing materials. When precipitation ends, the Selected Firm will clear exterior entranceways to their full width to permit full door openings with a priority focus on fire exits. Response and necessary staffing levels will be determined per event through communication between the Selected Firm’s representative and the CA or other designated University personnel.

**B. Special Requirements**

1. The Selected Firm will:
  - a. Maintain records demonstrating compliance with the Fair Labor Standards Act (“FLSA”) and state labor laws.
  - b. Provide up-to-date electronic staffing reports for each building to include the names of staff assigned to each building and/or area and work hours along with the name and phone number of the designated supervisor and/or manager in a Microsoft Excel Format. These reports must be accessible to the University’s CA or designee at all times.
2. Background Checks  
Complete a mandatory background check using the Criminal History Records Check through the Virginia State Police for each staff member. This information must be accessible to the University’s CA at all times. If

the check reveals any of the following, the Selected Firm 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)
3. 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.
  4. Take proactive steps to ensure the Selected Firm's employees are alcohol and drug free while working on University Grounds. The Selected Firm will be expected to immediately remove any of their employees suspected of not being alcohol and drug free.
  5. Ensure that all employees behave respectfully and refrain from disrespectful behaviors that violate University Respectful Workplace Guidelines: <http://www.hr.virginia.edu/other-hr-services/respectatua/respectful-workplace-guidelines/>
  6. Maintain records of all safety and performance based training. This information is to be provided to the University's CA or designee upon request.
  7. Comply with directions from University officials during any emergency situation declared by the University.
  8. Provide BBP training to a minimum of 10% of the firm's total employees or two employees, whichever number is greater. BBP clean ups include, but are not limited to, incidents involving blood spills, sewer waste, or vomit. The Selected Firm's employee(s) must be trained by a qualified contracted training firm requiring advance approval by the University and receive the required immunizations for protection against Hepatitis B. These employees must be available for clean up when any incidents occur in a 24 hour period. All costs associated with BBP training and Hepatitis B immunizations will be the responsibility of the Selected Firm.
  9. Adhere to the University's No Smoking or Vaping Policy, see <https://uvapolicy.virginia.edu/policy/SEC-028>
  10. The University reserves the right to change the quantity of assigned space/buildings by giving the Selected Firm 30-days' notice.

### C. Performance Expectation

1. The Selected Firm will utilize APPA's: Leadership in Educational Facilities ("APPA") APPA's publication, *Operational Guidelines for Educational Facilities: Custodial, third edition*, or the current edition, as a reference for custodial levels of care and incorporate these performance standards while providing any/all requested Services. The Selected Firm will display a complete knowledge of, and all employees/representatives will be trained in these APPA standards.
2. The Selected Firm will correct unsatisfactory or incomplete work performance to the satisfaction of the University within 24 hours from initial notification by a designated representative of the University. If the Selected Firm fails to improve performance to a satisfactory level after notification in the allotted timeframe, the University reserves the right to correct the unsatisfactory or incomplete work using University Building Services' personnel and/or another Firm. The Select Firm will be responsible for all costs associated with any labor, materials and fees associated with correcting the unsatisfactory and/or incomplete work. .
3. Subcontract: No portion of this work will be subcontracted without prior written consent of the University. In the event that the Selected Firm desires to subcontract any part of the work specified herein, the Selected Firm will furnish the University the names, qualifications, and experience of its proposed subcontractors. The Selected Firm will remain fully liable and responsible for the work to be performed by its subcontractor(s) and will assure compliance with all requirements of the Agreement.

D. Locations

1. The Selected Firm may be requested to provide Services in accordance with Attachment 6, Custodial Services, available at the following link; [Attachment 6](#) .

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 an Agreement. Changes in Services with the Selected Firm 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.

<b>III. BASIS OF SELECTION</b>
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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 assist the University to meet its goals in establishing an Agreement with a firm having a proven track record in providing custodial services on a scheduled or "as needed" basis on time as discussed in Section II, Scope of Goods and Services;.
2. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
3. The firm's relevant experience, qualifications and success in providing goods and services outlined in this RFP;



4. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
5. The firm's financial proposal including but not limited to discounts, service charges and other charges;
6. The contractual terms which would govern the relationship between the University and the Selected Firm; and
7. The firm's plan for the utilization of Small, Women-owned, and Minority-owned (SWAM) businesses. For more information about SWAM and the University's SWAM plan, please see the letter in Attachment 4 and refer to the following site:  
[www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf](http://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 Les Haughton, Director Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

Note: The University reserves the right to award to different Selected Firms to respectively provide any part of the goods and services discussed in this RFP.

#### **IV. 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.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firms' lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following minimum information in their proposal:

##### **A. Services**

1. Describe the firm's plan of operation to provide custodial services as outlined 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's methodology will work with the University to provide services on various shifts. Provide a staffing chart to include the number of employees and work hours per building.

- b. Provide a schedule of services (i.e. daily, weekly, etc.) expected to be performed to achieve APPA 2 or the current standards in accordance with Attachment 6.
- c. Provide a narrative of the firm's transition plan to include a detailed time line.
- d. Provide an overview of training programs including, but not limited to, content and schedule for employee training. Include a detailed description of the firm's supervisory training program.
- e. Provide names and resumes for the individual(s) the firm proposes to fill on-site supervisory positions. The University reserves the right to approve the individuals assigned to these positions by the Selected Firm and may request interviews with these individuals.
- f. Provide a list of products and equipment the firm proposes to use; identify all Green certified and/or preferred products and equipment (i.e. list names, purpose, and quantity).
- g. Describe the firm's Quality Assurance Program, detailing how it will meet the requirements of the University.

**B. Firm Information**

1. Provide a brief history of the firm and its experience, qualifications and success in providing the desired Services.
2. 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.
3. Provide a list of institutions of higher education with which the firm has signed a term contract within the last seven years.
4. Provide a list of any contracts that have been terminated, including the reason for termination in the last seven years.

**C. Financial Proposal**

1. Describe how the University will be charged for goods and services requested in this RFP. Provide discount schedules where applicable. Include any additional discounts available for early payment of invoices. Ensure fees are provided for all Goods and Services' categories proposed by the firm.
2. Provide pricing as requested on Attachment 6, Custodial Services, available at the following link, [Attachment 6](#) (Note: Firms should provide pricing on the spreadsheet tabs entitled " Full Service Buildings" and "Additional Services"). All prices will be provided per building/location.
3. Provide the following fee details:
  - a. When or how often do fee increases and/or escalation rates occur?
  - b. What is the firm's plan for dealing with fee increases and/or escalation rates?
4. The University may procure additional Products and Services ("Services") from the Selected Firm 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.

5. Describe how the University will benefit from cost savings by accepting the firm's proposal for custodial services.
6. 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 will be required to contact University Procurement 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](mailto:uva-prs-boa@virginia.edu)].

D. Contractual Arrangements

1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of the University's Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of the University's Preferred Contractual Provisions.
4. Provide a written statement with the firm's proposal that its principals or legal counsel have reviewed the Mandatory Contractual Provisions, and Preferred Contractual Provisions, and agree that these provisions will become a part of any final agreement.
5. Provide a list of clients 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, 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 (e.g. flash drive.) with the trade secrets and/or proprietary information redacted. *If all*

*of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

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

## **V. TERMS AND CONDITIONS**

This solicitation and any subsequent award is subject to:

- The Selected Firm 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 agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment.
- The Selected Firm registering and accepting eVA Terms and Conditions prior to award. <http://www.eva.virginia.gov/>

## **VI. OTHER INFORMATION**

- A. 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 March 6, 2017, as needed.
- B. Communications between the University and the firms regarding this RFP:
1. 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:

- a. 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
  - b. 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.
2. 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 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:
- a. Pre-Proposal Conference
  - b. Oral presentations
  - c. 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.**

- C. Formation of the Agreement with the Selected Firm
- 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.

D. 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.

1. 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.

a. 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.

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.

2. 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:

a. 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

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

3. 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 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 (e.g. thumb drive.) with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

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

**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:  
Eric N. Denby  
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](http://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 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](http://www.eva.virginia.gov).
  
- K. Proper Licensing to operate any vehicles utilized by the Selected Firm.
  
- L. 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 Custodial Services will be for three years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods 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 \$1,000,000 per occurrence and a \$3,000,000 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 \$500,000 per occurrence with the following coverage for vehicles operated by its employees.

<input checked="" type="checkbox"/>	Any Automobile	<input checked="" type="checkbox"/>	Owned and Non-Owned Automobiles
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\*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](mailto: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](mailto: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

O'Neil Hall  
Post Office Box 400210  
Charlottesville, Virginia 22904-4210  
434-982-2347 · Fax: 434-297-6444  
[msb2p@eservices.virginia.edu](mailto:msb2p@eservices.virginia.edu) \* [www.virginia.edu/avpfinance](http://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 & 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:**