



Request for Proposal

Laboratory Casework, Fume Hoods and Accessories

March 29, 2017



A VASCUPP Member Institution
Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia

Laboratory Casework, Fume Hoods and Accessories
Request for Proposal #FM032917
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<u>Table of Contents</u>	Page
I. Overview of the RFP Process	1
II. Background Discussion and Goals of the University	2
III. Scope of Goods and Services	3
IV. Basis of Selection.....	8
V. Contents of the Proposal	9
VI. Information about this RFP	
A. Procurement Schedule.....	13
B. Issuance of RFP and Questions	13
C. Preproposal Conference.....	14
D. Proposal Deadline	14
E. Oral Presentations and Negotiations.....	15
F. Communications	15
G. Formation of the Agreement with the Selected Firm	16
H. Provisions Deemed Included in the Proposal.....	17
I. Rejection of Proposals	18
J. Virginia Freedom of Information Act.....	18
Attachment 1 - Mandatory Contractual Provisions.....	20
Attachment 2 - Preferred Contractual Provisions	26
Attachment 3 - Procedure for Resolution of Contractual Claims	34
Attachment 4 – Office of the VP for Management and Budget’s Request for Commitment	36
Attachment 5 –Firm Information	37

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This Request for Proposal (“RFP”) has been posted on the 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, please contact the Buyer Specialist listed in Section VI, Information about this RFP. Additional information can be found on the Procurement and Supplier Diversity Services web site: <http://www.procurement.virginia.edu/pagehome>

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (the “University”), a Virginia public corporation, seek an experienced firm(s) to provide Laboratory Casework, Fume Hoods and Accessories. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for its services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm(s) selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage its participation in State procurement activities. The

Commonwealth and the University encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson's spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University's standing as a leader in education, research, and community service.

The 24,541 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University's outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 12,400 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation's finest, and graduates who have consistently been among the forefront of our nation's shapers. At the University, our bright future is the direct result of our great history.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks proposals from firms that can assist the University with its laboratory casework, fume hoods and accessory needs. 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. The University guarantees no amount of business resulting from an Agreement.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm(s) to include those goods and services (“Services”) necessary to help the University achieve the goals outlined in this RFP. In order to achieve these goals the Selected Firm(s) may be requested to provide Services including, but not limited to, those outlined in this section.

The University seeks qualified firms to furnish and install both new and refurbished laboratory casework, fume hoods and accessories on an as needed basis. These services must be provided in a competent manner and at no time adversely affect the daily operations of 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 a product of proven stability. 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, see <http://ubo.virginia.edu/Pages/default.aspx> , and coordinate work around University schedules, special events and holidays.

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.

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

A. Products

1. The Selected Firm’s equipment manufacturer must have a modern plant with proper tools, dies, fixtures, and a skilled workforce to produce high-quality steel and wood laboratory casework, fume hoods, work surfaces and accessories.
2. The Selected Firm will be able to furnish laboratory casework, fume hoods, work surfaces and accessories from a single manufacturer, complete with accessories, trim, finish, fasteners and other items/products needed for a complete installation, to maintain consistent quality, construction, design, use and effect.

3. The Selected Firm will be fully responsible for shipping and incur shipping expense, retain title during transit, and file damage claims as necessary.

B. Services

The Selected Firm(s) will:

1. Provide the following in a timely and professional manner:
 - a. Project design assistance,
 - b. Computer Aided Design (“CAD”) plans, drawings and elevations for projects (conceptual, construction and as-built),
 - c. Large scale plans, drawings and elevations of proposed projects (conceptual, construction and as-built) for individual casework units, cross-sections, rough-in and anchor placements, framing system details, locations of blocking and reinforcements required for installation, tolerances and clearances, part numbers, unit dimensions, relation of units to surrounding walls, windows, doors, and other building components for each project,
 - d. Product data/ submittals for specified casework, fume hoods and accessories. The required data/ submittals will include, but may not be limited to, component dimensions, configurations, construction details, joint details and attachments, performance and maintenance details, and utility and service requirements,
 - e. Removal, refurbishment, and re-installation of existing casework (provide in-fill materials as required), and
 - f. Estimates for proposed goods and services with line item pricing.
2. Provide on-site project management personnel.
3. Provide factory-certified installation personnel (certified by the manufacturer).
4. Conduct an on-site pre-installation conference with the University’s designated representative(s) to ensure all materials, casework, 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. In the event of shortages and/or damage, the Selected Firm will provide a written corrective action plan to the University’s designated representative following the conference.

5. Coordinate construction activities with other building trades and project activities to ensure an efficient and orderly installation. The Selected Firm will install casework, fume hoods, equipment and/ or accessories in accordance with manufacturer's written instructions and drawings approved by the University's designated representative.
6. Schedule delivery of casework, fume hoods and accessories so that spaces are sufficiently complete to accommodate installation immediately after delivery.
7. Deliver, uncrate, set in place, install plumb, level, align, and securely anchor to the building and adjacent casework and/ or equipment, all specified casework, work surfaces, fume hoods, equipment and accessories. Filler strips will be scribed in place for accurate fit with fasteners concealed where practical. Access panels will be easily removable and include secure reattachment methods.
8. Install casework, fume hoods and accessories in compliance with Scientific Equipment and Furniture Association ("SEFA") recommended practices and construction documents.
9. Provide field-testing of fume hoods after completing installation to demonstrate proper operation. Test hoods according to the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE") standard to verify performance. If any hood tested fails to perform as specified, field retest hoods as directed by the University's designated representative to ensure proper performance. The Selected Firm will coordinate all testing with the University's Office of Environmental Health and Safety.
10. Guarantee all materials and workmanship for a period of one year from the date of final acceptance by the University's designated representative or initial use of equipment unless otherwise specified. Any defects due to the use of improper materials or workmanship occurring within the one year period from date of final acceptance, or initial use of equipment, must be rectified by the Selected Firm at the firm's expense upon notification from the University's designated representative.
11. Ensure project/work sites are in such an orderly fashion as not to unduly interfere with the progress of the Selected Firm's work, the work of other contractors, or University Facilities Management personnel. The Selected Firm will assist in daily clean-up efforts of the project/work site, associated staging areas and delivery

paths. The Selected Firm will remove and dispose of debris and waste materials in a lawful manner, and adhere to the University's dust control policies to prevent the transmission of dust into adjacent areas.

12. Provide necessary protective measures to prevent damage of casework, fume hoods and accessories from exposure to other construction activities. The Selected Firm will protect, adjust, clean repair, remove and/ or replace finished surfaces as follows:
 - a. Protect from soiling and/ or damage during handling and installation with a protective covering of polyethylene film or other suitable material,
 - b. Protect countertops, table tops, shelf and sink materials throughout the construction period/ process with a minimum ¼ inch thick corrugated cardboard completely covering the top and securely taped to the edges,
 - c. Adjust doors, drawers, hardware, fixtures, and other moving/operating parts to align and operate smoothly without warp or bind and ensure contact points meet accurately. Lubricate operating hardware as recommended by manufacturer,
 - d. Clean finished surfaces, including both sides of glass; touch up as required; and remove or refinish damaged or soiled areas to match original factory finish; as approved by University's designated representative, and
 - e. Repair, remove and/ or replace improper materials or defective workmanship upon completion of installation and notification from the University's designated representative. Touch up any casework, fume hoods or accessories as requested by the University's designated representative.
13. Possess the ability to bond larger projects if required.
14. Provide a locally leased storage facility with a computerized inventory system to accommodate the storage of routinely purchased casework, tops, fume hoods, bio-safety cabinets, equipment and accessories.
15. Not disturb any existing casework, fume hoods or accessories until the University's Office of Environmental Health and Safety has fully decommissioned same casework or accessories; and a statement verifying such decommissioning has been posted on the laboratory door by the University's Office of Environmental Health and Safety.

16. Take proper safety and health precautions to protect, at a minimum, all of its work, the Selected Firm's employees, the public, and University personnel. The Selected Firm will ensure all personnel wear appropriate personal protective equipment for the project site/project.
17. Provide uniforms for personnel assigned to projects on behalf of the Selected Firm. Uniforms will contain the Selected Firm's name and must be worn at all times while on University property to designate affiliation with the Selected Firm.
18. Provide photo identification badges for all personnel assigned to a University project on behalf of the Selected Firm. Badges must contain the name of the Selected Firm as well as the name of the individual employee. Badges must be worn at chest level at all times while on University property. The University requires such identification for security reasons and access will be prohibited if University personnel do not recognize the identification.
19. Adhere to the University's No Smoking or Vaping Policy, see <https://uvapolicy.virginia.edu/policy/SEC-028> , and
20. Obtain parking permits from the University's Department of Parking and Transportation for all vehicles parked on University Grounds. At no time will the Selected Firm 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. The University is not liable for any damage or expense resulting from illegally parked vehicles.

C. Pricing

1. The Selected Firm(s) must be capable of providing a fixed discount schedule off a published list price (preferably on USB Flash Drive) for all products and services, and provide discount schedules by product type as well as order size.
2. The Selected Firm(s) must be able to provide fixed hourly installation rates with minimal annual escalation rates. Installation costs will be included with pricing at the time of quotation, showing the total number of installation hours times the installation rate.

3. Shipping costs (determined from a published rate schedule to be included with the pricing at time of quote) will be prepaid and added to invoices, with all shipments FOB destination.
4. Pricing for all goods and services proposed or furnished must be provided via separate line item pricing. A lump sum/package pricing method is not acceptable.

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

IV. Basis of Selection

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

- A. The firm's plan to assist the University in meeting its goals for laboratory casework, fume hoods, and accessories as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;
- B. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;
- C. The firm's financial proposal including but not limited to discounts, service charges and other charges;
- D. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
- E. The contractual terms which would govern the relationship between the University and the Selected Firm; and
- F. The firm's plan for the utilization of Small, Women-owned and Minority-owned ("SWaM") businesses. (In evaluating the firm's proposal, the University will assign a minimum of ten percent of the total selection weight to this individual selection criterion.).

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.

V. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement and Supplier Diversity Services, Carruthers Hall, and not to any other office or department whatsoever at the University.

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 a firm's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

A. Services

1. Describe how the firm plans to work with the University to furnish and install both new and refurbished laboratory casework, fume hoods and accessories, which is the primary goal of this RFP.
2. Provide a plan of operation to achieve the objectives set forth in Section III, Scope of Goods and Services, specifically responding to each paragraph and subparagraph in the order addressed. If the firm does not agree to, or is unable to provide each Service component described in Section III, clearly indicate and fully describe any/all deviations.
3. Provide descriptions of any additional services available from the firm. Firms should include pricing for each additional service offered.
4. Provide a detailed quality assurance plan that identifies the method(s) by which the firm will ensure the University receives reliable customer service, a product of proven stability and satisfaction following the installation of both new and refurbished laboratory casework, fume hoods and accessories.

B. Firm Information, Personnel, References and Operations

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 all clients lost within the last three years that includes:

- a. A contact name and telephone number
 - b. Length of service at the account
 - c. Reason for the loss
4. Provide a list of institutions of higher education with which the firm has signed a term contract.
 5. Provide information on those individuals assigned to work with the University including a description of their experience in furnishing and installing laboratory casework, fume hoods and accessories.
 6. Provide 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 SWaM program as it will relate to this procurement should the firm be selected.
 7. Describe those aspects of the firm and its proposed Services that the firm believes will differentiate its proposal from other firms.
 8. 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 prosecuted by a licensed contractor. If an offeror desires to be considered for all projects within the scope of this RFP, such offeror shall provide with its proposal a copy of the firm's Commonwealth of Virginia Contractor's License. If an offeror does not provide with its proposal a copy of the firm's Commonwealth of Virginia Contractor's License, such offeror shall 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 prosecuted by a licensed contractor.

C. Financial Proposal

1. Describe how the University will be charged for products, services and installation. Provide installation rates as a fixed hourly amount. Provide a discount schedule off a published list price for all products and services proposed, and provide discount schedules by product type as well as order size. Include any additional discounts available for early payment of invoices.
2. Provide the following pricing details:

- a. When/ how often do price increases occur for materials?
 - b. When/ how often do price increases occur to labor rates?
 - c. What is the firm's plan for dealing with escalation rates and/ or price increases?
3. Describe how the University will benefit from cost savings by accepting the firm's proposal.
 4. Provide information regarding all standard and/or enhanced warranties for Services proposed, if applicable.
 5. Provide the amount of annual sales the firm has with each Virginia Association of State College & University Purchasing Professionals ("VASCUPP") Member Institution. A list of the VASCUPP Members can be found at <https://vascupp.org/>
 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 the University's 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].

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 Attachment 1, Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
4. Provide a written statement with the firm's proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees 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.

E. Site Visits

It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the firm and the University to view its operation. Each firm will indicate whether it will reimburse the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

F. Small, Women-owned and Minority-owned (“SWaM”) Business

The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWaM firms each year. The University’s 2017 SWaM plan spend goal for firms certified by the Commonwealth of Virginia’s Department of Small Business & Supplier Diversity (“SBSD”) is 43%. Targets for each business segment are as follows:

Small Business & Supplier Diversity	6%
Women Business Enterprises	7%
Small Business Enterprises	30%

This goal does not allow for "set aside" purchases. SWaM firms must compete equally with majority firms and be able to provide the University with quality goods and services at competitive prices. The University is in need of assistance in the Minority-owned and Women-owned categories. Please tailor your firm’s SWaM plan to assist the University in meeting its goal and targets.

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

If the firm is not a SWaM firm, describe the firm’s partnering relationships with SWaM firms and how it plans to support the University’s goal to increase business annually by 5%

with these firms in accordance with Attachment 4, Office of the VP for Management and Budget's Request for Commitment letter.

G. Other Information

Provide any other information which the University should consider in evaluating the firm's proposal.

VI. Information about this RFP

A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

Issue Date of RFP:	3/29/17
Preproposal Conference:	4/14/17
Deadline for Receipt of Proposals:	5/01/17
Oral Presentations/Negotiations:	6/09/17, 6/12/17 and 6/14/17
Contract Award:	Week of 8/14/17

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:
Procurement and Supplier Diversity Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia 22904-4202

**NOTE: 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.

Attention: Frank J. Messina, Buyer Specialist
Telephone: (434) 982-5879
TDD: (434) 982-HEAR
Email: fjm9g@virginia.edu

Any questions concerning this RFP will be directed to Frank J. Messina as listed above and not to any other person at the University, 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

lh7sn@virginia.edu. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference

A conference for firms receiving this RFP will be held on Friday, April 14, 2017 at 9:00 a.m. EST in Skipwith Hall – Lower Level Conference Room – Room 010, Charlottesville, Virginia. Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Frank J. Messina by email (fjm9g@virginia.edu), no later than 12:00 p.m. EST on Friday, April 7, 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/>

D. Proposal Deadline

All proposals must be received at the Issuing Office by 3:00 p.m., EST, on Monday, May 1, 2017. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University. Firms must provide eight (8) hard copies of the original proposal in individual, bound volumes. In addition, firms must submit one electronic original proposal that will be received by the University by the proposal deadline. The electronic original proposal must be submitted on a USB Flash Drive, formatted in Microsoft Word, or Excel where applicable.

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. RFP Section VI-J, Virginia Freedom of Information Act, applies.

E. 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. Oral presentations and Negotiations are tentatively scheduled for 6/09/17, 6/12/17 and/or 6/14/17 with two or more firms.

F. Communications Between the University and the Firms Regarding This RFP

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 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:

1. 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
2. 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.

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:

1. Preproposal Conference

2. Oral presentations
3. 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.

G. 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 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 in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. 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 V, 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 D, Proposal Deadline.

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.

I. 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.

J. 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 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 \$100,000 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 vendor.

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

I. Information Technology Access

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

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

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

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

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

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

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

J. 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.

K. eVA Transaction Fee

The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor 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.

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 V., Contents of the Proposal, item B. Firm Information, Personnel, References and Operations, #8 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 this 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.

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. 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.

K. 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 \$3,000,000 aggregate 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"/>	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 coverages 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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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.

Professional Errors and Omissions Liability:

The Selected Firm and any Subcontractor will maintain professional liability coverage of at least \$1,000,000 and an aggregate limit of not less than \$1,000,000.

*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."

L. Cooperative Purchasing / Use of Agreement by Third Parties

It is the intent of this RFP 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 the 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 the 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 the Agreement. The Selected Firm will provide semi-annual usage reports for all entities accessing the 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 the 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 the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

M. 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.

N. 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.

O. Purchasing Manual

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

P. 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 contain 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 Vendors."

Q. 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 thereof free and clear of claims of any nature by any third party including without limitation copyright or patent 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.

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. Marketing

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

T. 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. 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.

U. 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.



Office of the Vice President for Management and Budget

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,

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

Melody S. Bianchetto
Vice President for Finance

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: