



Request for Proposal

Creative Services

RFP# MW050417

May 4, 2017

Issued by

University of Virginia

Procurement and Supplier Diversity Services

Charlottesville, Virginia

A VASCUPP Member Institution



I. GENERAL INFORMATION

A. Purpose of this Request for Proposal (RFP)

The Rector and Visitors of the University of Virginia (the “University”) seeks proposals from qualified firms to provide creative services related to the professional development, design, writing and execution of print or digital creative work intended for marketing and communications purposes (“Services”) for the University on an as-need-basis.

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 their 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 or individual receiving this RFP is referred to as a “firm” and the firm(s) 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.

It is the University’s intent to select multiple firms for award and establish those firms as contract vendors who are pre-qualified to provide Services to the University on an as-need-basis. Please note that becoming a contract vendor / Selected Firm does not guarantee any Services will be requested by the University during the agreement period.

In addition, the Selected Firms *may* be requested to provide Services to entities outside of the University (other colleges, state agencies, etc.) without going through another RFP process due to cooperative language contained in this RFP (See Attachment 3, Agreement Attachment A, Provision U, *Use of Agreement by Third Parties*).

B. RFP Schedule and Information:

1. ***Preproposal Conference Call***

An optional Preproposal Conference Call will be held on **Wednesday, May 10, 2017 at 11:30 a.m. EDT**. The purpose of the Preproposal Conference Call is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP. **The conference call number is 866-842-5779 and the access code is 9543801762.**

2. ***Proposal Due Date: Wednesday, May 24, 2017 by 9:00 p.m. EDT.*** Please submit your proposal via email to pur-rfp@eservices.virginia.edu and warlick@virginia.edu. In the subject line of the email, please put the following: **“Firm Name – RFP Proposal MW050417”**

When submitting your proposal, we are requesting the following separate documents in accordance with Section IV:

- a) Your proposal, with the naming convention “**Firm Name – Proposal.**”
- b) Your Fee / Rate Structure (see Section IV.D). Use the naming convention “**Firm Name – Pricing.**”
- c) Agreement (see Section IV.E.1). Use the naming convention “**Firm Name – Award Agreement.**”
- d) Contractual Provision Addendum (if applicable) (see Section IV.E.2). Use the naming convention “**Firm Name - Contractual Provisions Addendum.**”

NOTE: Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must follow the requirements as set forth in Section I.H, Virginia Freedom of Information Act, below.

3. ***Expected Award Date:*** Awards are expected to be made by June 30, 2017.

C. Communication with the University

1. During this procurement, all communication with the University regarding this RFP must be directed to the Procurement & Supplier Diversity Services office and the buyer listed below. **FAILURE TO ADHERE TO THIS REQUIREMENT MAY RESULT IN THE REJECTION OF THE FIRM’S PROPOSAL.** The only exception is for issues directly related to Small, Women-owned and Minority-owned (“SWAM”) business and SWAM subcontracting opportunities. Such SWAM issues may be directed to Les Haughton, the University’s Director of Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu.
2. Refer all questions / correspondence to the issuing office:

University of Virginia
Procurement & Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202

Buyer: Michael Warlick
Phone: 434-924-8918
Fax: 434-982-2690
Email: warlick@virginia.edu

Note: If your proposal is submitted via the U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.
3. The RFP has been posted on Procurement and Supplier Diversity Services web site and can be downloaded at: <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. Addenda and attachments are posted if issued. 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 at <http://www.procurement.virginia.edu>

D. Expected Term

The term of any resulting agreement(s) is expected to be for seven (7) years.

In addition, the University reserves the right to add firms during the term of any resulting agreement if it deems it to be in the best interest of the University. Any firm added during the term will be subject to the same conditions contained herein and shall complete all necessary documentation required in this RFP.

E. Proposal Offer Period

By submitting a proposal, the firm agrees that its proposal constitutes an offer which will remain open and irrevocable for a period of 180 days from the deadline for submitting proposals.

F. Rejection of Proposals

The University reserves the right to reject any or all proposals received. Non-acceptance 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 Selected Firm exists, or when the University rejects all proposals.

G. 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 this Agreement or price changes.

H. 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 (email, 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.

II. SCOPE OF SERVICES

The University seeks proposals from qualified firms to provide professional development, design, writing and execution of print or digital creative work intended for marketing and communications purposes on an as need basis. Services sought include:

1. Full current-state creative services including:
 - Professional development, graphic design and execution of collateral, advertising and/or marketing assets in print and digital media
 - Copywriting and message development
 - Web development related to ad hoc marketing and communications initiatives or campaigns (not institutional School or Department websites)
2. Proven experience handling complex and ongoing marketing and communications initiatives, which could include: recurring publications (magazines, periodicals, etc.); advertising execution; content creation, distribution and/or placement; email and social media campaign execution.
3. Distribution expertise, support and tactical execution of marketing outreach efforts including email, social media, content marketing and other methods.
4. Project management, pre-production and production oversight.

Work will be awarded to firms individually during the term of any resulting agreement, and the scope of each project will be determined at the time of request. Projects may be awarded based on the University's knowledge of the expertise of the firm in a given area, competitively bid among all pre-qualified firms, or by other means determined to provide the best overall value to the University. Note that no work is authorized without a University issued purchase order and no minimum or maximum amount of work is guaranteed to any firm under any resulting agreement.

The scope of each project will be determined at the time of request. The Selected Firm(s) will work with University Communications or communications offices housed in the University's schools and units to provide the requested services.

III. 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 ability to provide the University with the services as described in Section II, Scope of Services. Preference will be given to proposers with demonstrated experience developing, designing and executing marketing and communications programs, approaches and materials in a wide variety of media;
- B. The firm's experience and demonstrated efficacy in providing Services similar to those described in this RFP, to include the firm's references from clients. Experience understanding, interpreting and working within established brand context and guidelines is preferred;
- C. The firm's financial proposal;
- D. The contractual terms that would govern the relationship between the University and the Selected Firm;
- E. The firm's Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm's plan for utilization of SWAM businesses.

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. Overall value will be judged based upon the information provided in the firm's proposal in response to the applicable submission requirements of this RFP. All proposals received will be carefully evaluated by the University. The University then 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 firms 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.

IV. CONTENTS OF THE PROPOSAL

Proposals should include information requested in this section. Emphasis will be on completeness and clarity of content and needs to be organized in the order in which the

requirements are presented in the RFP. Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Firms should provide the following information:

- A. An executive summary of your proposal, highlighting specific strengths, and how those strengths transfer into value for the University. Include a company profile which covers:
 - 1. A brief history, organizational structure and general overview of your company and philosophy.
 - 2. The name of the firm's primary contact during the RFP process, to include phone numbers and email address.

- B. Relevant Experience
Provide samples, case studies, etc. for similar services requested in this RFP (see Section II) have been provided, including, where possible, for higher education and/or non-profit clients. Include the name of the firm / organization, the year the project was implemented, the complete mailing address, and the name of the contact person and its telephone number and email address.

- C. Provide resumes / qualifications of key personnel.

- D. Fees

Using RFP Attachment A, Services and Fee/Rate Schedule, provide the firm's proposed fees/rate structure. The rate provided will be the maximum rate that a Selected Firm(s) will be able to charge during the first two years of any resulting Agreement.

The fee structure should include all aspects of your operation to include labor, overhead, travel expense reimbursements and other expenses. Detail if invoicing will be on a per project basis or if it will be calculated at an hourly rate, or if you use both methods depending on the scope of the project.

In addition, the University is requesting some sort of volume discount in any resulting agreement. For example, if the University's spend is over \$xxxxx during one fiscal year, your fees will decrease xx% for spend over that amount. This could be a graduated percentage based on the total spend. Something like:

- xx% for spend between \$250,000 - \$500,000
- xx% for spend between \$500,001 - \$1,000,000
- xx% for spend above \$1,000,001

Note: When submitting your proposal, submit this document as a separate document and name it "**Firm Name – Pricing.**"

- E. Contractual Arrangements

- 1. Complete the document contained in RFP Attachment B, Award Agreement, by filling in the signature block area, signing it, and returning the entire attachment

as a separate document with your proposal (name the document “**Firm Name – Award Agreement**”).

If a firm is selected for an award as a result of this RFP, this document will be counter signed by the University and returned to the Selected Firm. The fully executed Agreement will include the Contractual Provisions, the Sample Statement of Work, and the Rate / Fee Schedule as attachments. Please note, signing and returning the document does not guarantee a firm will be selected for an award.

2. This solicitation and any subsequent award are subject to the University’s Contractual Provisions contained within RFP Attachment B, Award Agreement (see Attachment 1 within Award Agreement). If a firm has any modifications to any of the Contractual Provisions (except for provisions A – H, which are mandatory), you must submit a separate document with your proposal titled “**Firm Name - Contractual Provisions Addendum**” with the proposed contractual provision modifications listed/numbered to correspond with how the provisions are listed in the RFP attachment. This document must be a Word document. The University reserves the right to accept, reject, or modify the proposed modifications. Please be advised that any requested modification to the contractual provisions could delay and/or impact an award to a firm. If the firm does not submit a separate addendum, then the proposal from the firm will be deemed to include University Contractual Provisions.
3. Provide a statement that the firm a) agrees to use the Statement of Work (SOW) template shown in RFP Attachment B, Award Agreement (see Attachment 2 within Award Agreement) or something very similar when services are requested by the University and b) agrees that a signature will not be required by the University on the SOW. The purpose for this is to preclude having new terms and conditions introduced in a SOW that goes against the terms and conditions contained in the Agreement.
4. Provide the amount of annual sales, if any, the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at <https://vascupp.org/>.
5. 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. For more information about these payment methods, reference the contractual provision in Attachment 1 regarding this subject and also this link: <http://www.procurement.virginia.edu/pagepaymentmethods>

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 2014 SWAM plan spend goal for firms certified by the Commonwealth

of Virginia's Department of Small Business & Supplier Diversity (SBSD) is 45%. Targets for each business segment are as follows:

Small Business & Supplier Diversity	6%
Women Business Enterprises	7%
Small Business Enterprises	32%

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. To view the University's current quarterly achievements, click here ([Current SWAM Report](#)). As this report shows, 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 SBSB. 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 C, Vice President for Finance's Request for Commitment.

- H. Specify any assumptions you are making in this proposal, and provide any other information which the University should consider in evaluating the firm's proposal.

For reiteration, the following documents should be included in your response:

- a) Your proposal, with the naming convention "**Firm Name – Proposal.**" This document should include information requested in A, B, C, E.3, E.4, E.5, F and H above.
- b) Your Fee / Rate Structure (see Section IV.D). Use the naming convention "**Firm Name – Pricing.**"
- c) Agreement (see Section IV.E.1). Use the naming convention "**Firm Name – Award Agreement.**" This document should include the Agreement, Agreement Attachment 1, and Agreement Attachment 2.
- d) Contractual Provision Addendum (if applicable) (see Section IV.E.2). Use the naming convention "**Firm Name - Contractual Provisions Addendum.**"

V. ATTACHMENTS

The following attachments are included in this RFP:

- RFP ATTACHMENT A Service & Fee/Rate Schedule
- RFP ATTACHMENT B Award Agreement
 - Atch 1: Contractual Provisions
 - Atch 2: Sample Statement of Work
- RFP ATTACHMENT C SWAM Letter

RFP ATTACHMENT A
SERVICES AND FEE/RATE SCHEDULE

(1 Page Follows)

AGREEMENT ATTACHMENT 3

Services and Fee/Rate Schedule

A. **Services Offered**

Provide a description of services offered

B. **Fee / Rate Structure / Pricing Methodology.**

Provide your fee / rate structure /pricing methodology

C. **Volume Discounting**

For example,

-xx% for spend between \$250,000 - \$500,000

-xx% for spend between \$500,001 - \$1,000,000

-xx% for spend above 1,000,001

RFP ATTACHMENT B
AWARD AGREEMENT

(12 Pages Follows)

AGREEMENT

This Agreement, effective _____, is by and between the Rector and Visitors of the University of Virginia (the “University”) and _____ (“Selected Firm”).

TERM

The term of this Agreement will be until September 1, 2024, unless terminated earlier in accordance with Contractual Provision P in Agreement Attachment 1.

WITNESS

By its Request for Proposal (RFP) #MW050417, dated May 5, 2017, the University requested proposals from firms to provide creative services related to the professional development, design, writing and execution of print or digital creative work intended for marketing and communications purposes (“Services”). In response to the RFP, Selected Firm submitted a written proposal. The University and Selected Firm wish to express in this Agreement the basis on which Selected Firm will provide the Goods and Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Contents

These documents are hereby incorporated into this Agreement either as an attachment or by reference:

- A. Agreement Attachment 1, Contractual Provisions;
- B. Agreement Attachment 2, Sample Statement of Work Form;
- C. Agreement Attachment 3, Services and Fee/Rate Schedule;
- E. The RFP# MW050417 (by reference); and
- F. Selected Firm’s proposal in response to the RFP (by reference).

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement and Agreement Attachment 1 will prevail over all other Agreement documentation.

II. Specific Provisions

A. Goods and Services

Selected Firm will provide creative services related to the professional development, design, writing and execution of print or digital creative work intended for marketing and communications purposes for the University on an as needed basis. As such, the University makes no guarantee that Services will be requested during the Term. The specific types of services the Selected Firm can provide are shown in Attachment 3.

B. Fees

As requested by the University, Selected Firm will provide quotes/pricing either on a Fixed Price or Time & Materials basis. The Selected Firm's fee structure / pricing is shown in Attachment 3.

C. Ordering Procedures

Goods and Services will be ordered in the manner described in this section. The University makes no guarantee as to the volume of business that may be provided under this Agreement.

A proposal for Goods and Services must be specifically requested of Selected Firm by a University department. When such Goods and Services are specifically requested, Selected Firm will prepare a proposed statement of work. The proposed statement of work will be in the form described in Attachment 2, Sample Statement of Work, and will reference this Agreement. Additional contractual provisions may not be introduced in the proposed statement of work and the statement of work may not be marked as proprietary or confidential. Statements of work will be used solely to describe the personnel, services, deliverables, and applicable fees, and will be mutually agreed upon by the University and Selected Firm. The University will not be required to sign or otherwise execute the statements of work.

If the University desires to have Selected Firm provide the Goods and Services described in the proposed statement of work, the University will issue a Purchase Order. When the University Purchase Order is issued, a contract exists between Selected Firm and the University for the specific Goods and Services described in the applicable statement of work.

D. Invoicing

Selected Firm is not allowed to request a prepayment/down payment. Selected Firm may, however, request payment be tied to project milestones associated with a statement of work. Selected Firm will submit one original invoice referencing the correct purchase order number to the University's Accounts Payable Division using one of the following electronic invoicing methods:

- cXML delivery of invoices [for which the University would deliver, and selected firm would accept, cXML delivery of University POs];
- SciQuest's PO to Invoice Flip ("POTIF") methodology;
- Use of electronic invoicing as specified by the University;
- Any methodology approved by the University in the future; or
- Any combination thereof

If necessary, invoices for non-catalog orders may be submitted as a pdf attachment to vendor-invoices@virginia.edu or to:

University of Virginia
Accounts Payable Division

P. O. Box 400197
Charlottesville, Virginia 22904-4197

A copy of the invoice may also be sent to the ordering department.

E. Contract Administrator

The Selected Firm will not make any commitments or comments, or take actions on behalf of the University without the explicit direction of the Contract Administrator.

1. Primary Administrator

Individual University departments are the point of contact for day-to-day operations under this Agreement. Individual University departments cannot approve changes/amendments to this Agreement.

2. Secondary Administrator

Selected Firm will channel all contract questions not pertaining to a specific service or department request through the University's Procurement and Supplier Diversity office and the individual named below:

Michael N. Warlick, Senior Buyer
Procurement & Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Phone: 434-924-8918
Fax: 434-982-2690
Email: warlick@virginia.edu

This Agreement represents the entire agreement between the University and the Selected Firm relating to the subject matter.

ACCEPTANCE

**For the Rector and Visitors
of the University of Virginia**

**For Selected Firm
Firm Name:**

Eric Denby, Director
Procurement & Supplier Diversity Services

Name:
Title:

Date: _____

Agreement #: _____

AGREEMENT ATTACHMENT 1

Contractual Provisions

- A. Nondiscrimination
During the performance of this Agreement, 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
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. Independent Selected Firm
Selected Firm is not an employee of the University, but is engaged as an independent Selected Firm. 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 Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for 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.
- D. 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.
- E. Drug-Free Workplace
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, Selected Firm agrees to 1) provide a drug-free workplace for 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 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 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 Selected Firm 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 this Agreement.

F. Information Technology Access Act

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 this 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.

G. Selected Firm 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 the Selected Firm 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 Selected Firm License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement. It is the Selected Firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the University.

H. Unauthorized Alien Use

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. Selected Firm furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

I. 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.

J. 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

Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

K. 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
University of Virginia
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-4019
Fax: 434-982-2690

If to Selected Firm:

The person signing Selected Firm's proposal in response to the University's RFP, at 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.

L. eVA Registration / Transaction Fee

The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

Selected Firm is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement. Selected Firm will be subject to an eVA transaction fee, for which Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov

M. Payment Terms

The Selected Firm agrees to receive payments electronically via Bank of America's ("BoA") PayMode® or BoA's ePayables® method of electronic payment. For more information about these payment methods, reference this link: <http://www.procurement.virginia.edu/pagepaymentmethods>

Unless PayMode with a cash discount is offered or ePayables is selected, 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 basis. 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.

- N. 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.
- O. Indemnification
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 this Agreement by Selected Firm or its agents or subSelected Firms, including the provision of any services or products. Selected Firm warrants that the products, 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.
- P. Termination
If 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 Selected Firm.

In addition, this Agreement may be terminated by either party by providing 45 days' notice. The University remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination.
- Q. 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 this Agreement may be terminated by the University effective the last day for which appropriated funding is available.
- R. Right of Audit
The University reserves the right to audit or cause to be audited 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. 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 Selected Firm perform self-audits within reasonable parameters established by the University.
- S. Contractual Claims
The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires Selected Firms 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 Selected Firms 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 can be found at:
<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>
- T. Insurance
Listed below is the insurance Selected Firm must maintain under any Agreement resulting from this RFP. In no event should Selected Firm construe these minimum required limits to be its limit of liability to the University. 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 Selected Firm satisfies the insurance requirements of the University. 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 Selected Firm.

The scope of goods or services does not include product installation or setup, maintenance service and the delivery is limited to a central delivery point, the minimum level of coverage will be:

Commercial General Liability:

Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence, with coverage for premises and operations.

Automobile Insurance:

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 accident on all owned, hired, and non- owned vehicles operated by its employees.

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."

U. Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with Selected Firm and will fully and independently administer its use of this Agreement to include contractual disputes, invoicing and payments without direct administration from the University. 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 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.

V. 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 Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

W. 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>

X. Small, Women-owned and Minority-owned (SWAM) Business Reporting

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. 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. Selected Firm will submit the quarterly SWAM business reports to:

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

The quarterly SWAM business reports will contain this information:

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

Selected Firm's failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or Selected Firm's failure to comply with the plan for utilizing SWAM businesses submitted by 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."

Y. 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, 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 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 Selected Firm to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If 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.

Z. Favored Customer

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.

AA. Future Goods and Services

The University reserves the right to have Selected Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems or related services provided by Selected Firm. These additional goods and services will be provided to the University at Favored Customer pricing conditions.

BB. Marketing

The University encourages Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in Selected Firm's Goods and Services. However, 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 Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

- CC. Compliance
Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm upon request.
- DD. 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 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. 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. 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.
- EE. Force Majeure
Neither the University or Selected Firm (individually, a "Party") will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order, including orders from any governing body (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the Party's control. Any delay in performance will be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six calendar months, either Party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, will expire immediately upon the discontinuance of the event of force majeure.
- FF. Data and Intellectual Property Protection
Sensitive, non-public "[University Data](#)" is strictly regulated by state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. If the Selected Firms providing goods or services to the University will receive, create, or come into non-incidental contact with University Data, the Selected Firm agrees to abide by the terms and conditions of the [Data Protection Addendum](#). Further, if the Selected Firm providing goods or services to the University will receive, create, or come into non-incidental contact with patient or UVa health plan participant Protected Health Information as that term is defined in 45 C.F.R. § 160.103, the Selected Firm is a Business Associate, and agrees to abide by the terms and conditions of the [Business Associate Addendum](#) in addition to the Data Protection Addendum.
- GG. Accessibility
Selected Firm warrants and represents that all Goods and Services provided hereunder will be in accordance with University's Policy IRM-008: University Information Technology Accessibility (<https://uvapolicy.virginia.edu/policy/IRM-008>) requiring compliance with the Web Content Accessibility Guidelines (WCAG) version 2.0 / Level AA (<http://www.w3.org/WAI/intro/wcag.php>) and Section 508 of the Rehabilitation Act of 1973. Selected Firm will monitor and maintain compliance with the Policy and referenced standards throughout the term of Agreement. Before any system launches, and at each major version change, Selected Firm will provide verification of compliance by submitting a WCAG 2.0 Compliance Checklist and a VPAT (Voluntary Product Accessibility Template) for all products/modules under consideration, completed as a self-assessment by a technician with a background in accessibility

tested or by a third party jointly chosen by Selected Firm and the University.

HH. Brand Standards

Selected Firm agrees and warrants that any creative work produced for the University will comply with the University's brand standards. Additionally, the Selected Firm will ensure that the creative work, in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and correct use of all marks including logos and identity components. Creative work will include, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University. For more information about the University's brand standards, reference this link (requires registration): <http://brand.virginia.edu/splash.php>

II. Goods and Services

During the term of this Agreement, 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 that has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

JJ. Governing Law

This Agreement and all aspects of the Service will be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia.

KK. Entire Agreement

This is the entire agreement between the University (including University employees and other End Users) and Selected Firm. In the event that Selected Firm enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

LL. Agreement Signature

This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.

AGREEMENT ATTACHMENT 2

Sample Statement of Work

This Statement Of Work (“SOW”) is prepared for _____ (*i.e., University department/school/etc.*) and is entered into pursuant to the Agreement by and between Select Firm and the Rector and Visitors of the University of Virginia (Agreement#: UVAXXXXXX) of which the terms and conditions are incorporated as part of this SOW.

This SOW defines and specifies the Services to be performed and/or Work Product to be delivered by Selected Firm, as well as compensation to be paid for such Services and Work Product by the University, all in accordance with the terms and conditions of the Agreement.

1. Description of Services to be Provided
2. Assumptions
3. Fees

Note: A prepayment/down payment is not authorized. Payments may, however, be tied to project milestones associated with a statement of work.

SELECTED FIRM

By: _____

Date: _____

SOW #: _____ (you may request this number to be included on the purchase order)

Attachment C

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 Bianchetto
Vice President for Finance