



Request for Proposal

Research and Development Goods and Services

April 2016



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

A VASCUPP Member Institution

Issued by

Procurement and Supplier Diversity Services

Charlottesville, Virginia

Research and Development Goods and Services

KF042916
April 2016

<u>Table of Contents</u>	Page
I. Overview of the RFP Process.....	1
II. Cooperative Purchasing Use of Agreement by Third Parties	2
III. Background Discussion and Goals of the University.....	3
IV. Estimated Expenditures	4
V. Scope of Goods and Services	4
A. Categories of Research and Development	5
B. Basis of Selection Mandatory Criteria for Award.....	5
C. Basis of Selection Optional Criteria for Award	6
D. Anticipated Award Schedule/ Open Enrolment	7
E. Benefits of Contract Vendor Status and Additional Benefits of Strategic Designation	8
F. E-Commerce Functionality.....	9
G. Contents of Proposal	10
H. Site Visits	11
I. Small Women-Owned and Minority owned (SWaM) Business.....	11
VI. Information about this RFP	
A. Procurement Schedule.....	12
B. Issuance of RFP and Questions	12
C. Preproposal Questions Open Period.....	13
D. Proposal Deadline for Generation 1	13
E. Oral Presentations and Negotiations.....	13
F. Communications	14
G. Formation of the Agreement with the Selected Firm(s).....	15
H. Provisions Deemed Included in the Proposal.....	15
I. Rejection of Proposals.....	17
J. Virginia Freedom of Information Act.....	17
Attachment 1 - Mandatory Contractual Provisions	19
Attachment 2 - Preferred Contractual Provisions	24
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 – Award Agreement, Vendor Proposal Contracting Form.....	38
Attachment 6 – Product Pricing.....	47
Attachment 7 – Sample Screen Shots for Proposal Upload.....	48

Research and Development Goods and Services

KF042916

April 2016

This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services (“PSDS”) web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: <http://www.procurement.virginia.edu/pagerfp>. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in VI. Information about this RFP, Section B, Issuance of RFP and Questions. Additional information can be found on 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, seeks an experienced firm to provide Research and Development Goods and Services (“R&D”). 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 "Firm¹" and the firm selected to provide services for the University is referred to as the "Selected Firm(s)²." This RFP states the

¹ “Firm(s)” indicates a vendor that is eligible to submit a proposal for this RFP.

² “Selected Firm(s)” indicates a vendor that has been selected for Award and is designated as a strategic or contract vendor for the University.

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(s).

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. 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(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), 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(s) 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(s) 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(s).

The Selected Firm(s) will notify the University in writing of any such entities accessing the Agreement. The Selected Firm(s) 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(s) 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.

It is the University's intent to market this cooperative access to other institutions and state entities for cooperative use. Selected Firm(s) are encouraged to promote any resulting agreement to other institutions and state entities as a vehicle that satisfies competitive requirements.

III. 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 an experienced firm(s) to provide Research and Development Goods and Services to begin in 2016.

The University invites firms responding to this RFP to submit proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals. The University will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met. This is not an allowance for alteration of the structure of Attachment 5, Award Agreement, Vendor Proposal Contracting Form, Procedure for Proposal Submission. The University reserves the right to award to different Selected Firm(s) to respectively provide any part of the goods and services discussed in this RFP.

IV. Estimated Expenditures

Identifiable spend in Research and Development Goods and Services for the University is \$20 million dollars annually. Identifiable spend in Research and Development Goods and Services for Virginia Higher Education Procurement Cooperative (“VHEPC”) is \$47 million dollars annually.

V. Scope of Goods and Services

It is the University's intent to enter into an Agreement with Selected Firm(s) for Research and Development Goods and Services to help the University achieve its goals as outlined in this RFP. This R&D Request for Proposal (RFP) will include; a broad spectrum of goods and services that are procured to increase scientific knowledge, apply increased scientific knowledge, or explore the potential of scientific discoveries and improvements in technology to advance scientific knowledge. In order to achieve this goal the Selected Firm(s) may be requested to provide those goods and services that will be included in one or more categories as outlined in this RFP. Firms are encouraged to identify a niche or specialty category that is associated with the strengths of their business model. **This opportunity will seek to form Agreements primarily with Manufacturers.** The University requests that Distributors do not provide proposals. The University desires to streamline the research contracting process, obtain the best possible pricing, and ensure compliance with federal, state, and University requirements. This RFP will provide an opportunity for PSDS, University research community and Selected Firm(s) to collaborate and support growth in the research enterprise, minimize administrative burden, reduce costs and risks, and ensure regulatory and policy compliance.

A. Categories of Research and Development³

Selected Firm(s) will be categorized based on groupings similar to those listed below.

- **Laboratory Equipment** (e.g., testing and measuring equipment, centrifuge, chromatography, fume hood)
- **Microscope Equipment and Services** (e.g., measuring, observing, and testing instruments, maintenance services)
- **Laboratory Animals** (e.g., animals used for laboratory purposes)
- **Laboratory Chemicals** (e.g., compounds and mixtures, elements and gases, additives, solvents, colorants)
- **Equipment Maintenance and Testing Services** (e.g., annual maintenance services, calibration services)
- **Life Science Materials and Testing Services** (e.g., proteins, enzymes, molecular biology kits, microorganisms, nucleic acids, libraries, arrays, molecular biology reagents, vectors and vector systems, nucleic acid synthesis)
- **Medical, Dental and Orthopedic Goods and Services** (e.g., clinical goods and services, equipment and surgical instruments, orthopedics, splints and braces, pharmaceuticals)
- **R&D Goods and Services/ Specialty Goods and Services** that are procured to increase scientific knowledge, apply increased scientific knowledge, or explore the potential of scientific discoveries and improvements in technology to advance scientific knowledge.

B. Basis of Selection Mandatory Criteria for Award:

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

- a. Selected Firm(s) must provide Representative(s) to be available either on site or remotely to University users. (See Attachment 5, Award Agreement, Vendor

³ Listed subsections are meant to demonstrate possible goods/services that would be contained within these categories and are in no way all-inclusive.

Proposal Contracting Form; section II. Firm Information, Vendor and Contact Information).

- b. Selected Firm(s) must provide a discount on goods and/or services to the University. (See Attachment 6; Product Pricing).
- c. Selected Firm(s) will offer electronic commerce capabilities. Specifically, either electronic invoicing, electronic eCommerce Catalog, or both. (See Attachment 5, Award Agreement, Vendor Proposal Contracting Form; section I. Conditions of Award, Invoicing and E-Commerce)
- d. Selected Firm(s) will provide warranty or guarantee on goods and/or services. (See Attachment 5, Award Agreement, Vendor Proposal Contracting Form; section I. Conditions of Award, Warranty)
- e. The contractual terms which would govern the relationship between the University and the Selected Firm(s) (See Attachment 5, Award Agreement, Vendor Proposal Contracting Form; section I. Conditions of Award, Contractual Provisions)
- f. The University reserves the right to make award to vendor(s) of its choice.

C. Basis of Selection Optional Criteria for Award:

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

- a. The Selected Firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;
- b. The Selected Firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
- c. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
- d. Any other factors relevant to the Selected Firm's capacity and willingness to satisfy the University.

- e. The University reserves the right to award to different Selected Firm(s) to provide any part of the goods and services discussed in this RFP.
- f. Selected Firm(s) are encouraged to complete and maintain eVa Registration.
- g. Selected Firm's plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm's proposal, the University requires a response to this criteria.)

D. Anticipated Award Schedule/ Open Enrollment:

It is the intent of this RFP to have multiple open award enrollment periods for a 10-year period. The University reserves the right to award to new Selected Firm(s) and/or re-negotiate pricing with currently Selected Firm(s) during these open enrollment periods.

Annual periods of open enrollment will be initiated the first quarter of the calendar year, January 1st through March 31st of each year for the ten (10) year term until the year 2026. These periods of open enrollment will be referred to as specific "Generation(s)" of vendor award(s). Selected Firm(s)⁴ may be awarded for one, more than one, or all Goods/Services Categories. Firm(s)⁵ will be asked to provide proposals in a similar process as described in Attachment 5, Award Agreement, Vendor Proposal Contracting Form, Procedure for Proposal Submission, during each Generation open enrollment period.

Selected Firm(s)⁴ who have been awarded in the prior year will be subject to auto-renewals for the full ten (10) year period unless otherwise determined by the University. Selected Firm(s)⁴ pricing and discounts will remain for a period of one year from date of Agreement. The University may negotiate or re-negotiate pricing or service terms during the open enrollment period of each year. Selected Firm(s)⁴ awarded in subsequent Generation(s) will have the same expiration term and pricing requirements as identified in this RFP.

An example of the Generation award structure:

⁴ "Selected Firm(s)" indicates a vendor that has been selected for Award and is designated as a strategic or contract vendor for the University.

⁵ "Firm(s)" indicates a vendor that is eligible to submit a proposal for this RFP.

Generation	Anticipated Expiration Term
01 (2016)	10 years from award date (2026)
02 (2017)	9 years from award date (2026)
03 (2018)	8 years from award date (2026)
04 (2019)	7 years from award date (2026)

E. Benefits of Contract Vendor Status and Additional Benefits of Strategic Designation:

The University reserves the right to designate Selected Firm(s) as “Contract” and/or “Strategic.” Selected Firm(s) who receive Contract Vendor or Strategic Vendor designation will be marketed as a primary source for purchasing Goods and Services at the University.

The University community is advised to pursue Contract and Strategic Vendor(s) prior to placing purchase orders and when making purchasing decisions.

Contract Vendor Benefits

- Cooperative Contract
- Orders are automated within the eCommerce platform “Marketplace,” currently the main purchasing platform for University purchases.
- Assignment of a Contract Summary Webpage on PSDS website
- Preferred early payment terms
- Reserved placement of vendor catalog in “Showcased Supplier” section of eCommerce Marketplace.
- Competitive and sole source requirements satisfied for purchases exceeding \$5,000.
- Defined supplier performance expectations.

Strategic Vendor Benefits

In addition to the Contract Vendor benefits described above;

- Participant in Supplier Relationship Management Vendor Scorecard Program
- Additional Marketing avenues available within the University
- Enhanced information sharing with University Community
- VHEPC promotion as a preferred/ prime/ strategic vendor

F. eCommerce Functionality

a. eVa

Providing a suitable mechanism for e-commerce efficiency is crucial to achieve the goals associated with this RFP. Selected Firm(s) will maintain or create some type of e-commerce capability. This may include but not be limited to, an eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, which 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.

b. University of Virginia

The University of Virginia currently maintains an e-commerce platform, the UVa Marketplace (the "Marketplace"), which is operated via the University's chosen e-commerce platform vendor (currently SciQuest). The Selected Firm(s) should be capable of implementing the following e-commerce functions for the University:

- i. A SciQuest e-commerce catalog – specifically, due to the nature of this commodity, a University-specific "hosted" or "punchout" catalog that coordinates seamlessly with the University's Marketplace platform, and/or;
- ii. A customized quote feature in the catalog offering for orders that fall outside the scope of the standard catalog items, such as, customized orders.

(the Selected Firm's e-commerce capability should include a method of capturing these customized quotes within the e-commerce business environment), and/or;

- iii. Electronic receipt of University POs, and/or;
- iv. Electronic Invoicing submission upon provision of the goods and services [Please Note: "Electronic Invoicing" is defined as a University-approved methodology for automated University receipt and entry of invoices. Simply delivering copies of invoices via facsimile transmission or e-mail is not considered to be "Electronic Invoicing" for the purposes of this RFP], and/or;
- v. Receipt of the subsequent University payment via a University approved method of electronic payment.

G. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be submitted through the Contract Opportunity Portal found on the PSDS webpage online at <http://www.procurement.virginia.edu/pagecontractopp> Firm(s) will be prompted to enter the "code" "**RFPKF042916**" to access the tool for upload. For detailed instructions see Attachment 7, Sample Screen Shots for Proposal Upload.

Proposals should include the following documentation:

- 1) Attachment 5, Award Agreement; Vendor Proposal Contracting Form in Microsoft Word format or Adobe portable document format ("PDF") format. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- 2) Any additional Proposal Documents that are of necessity. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- 3) Pricing in Microsoft Excel spreadsheet format only. See template Attachment 6; Product Pricing for pricing details. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)

Unnecessarily elaborate brochures and other presentations beyond the documents requested 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. Proposals submitted in any other method other than the Contract Opportunity Portal found online at <http://www.procurement.virginia.edu/pagecontractopp>, will not be accepted.

H. 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.

I. 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%
Minority 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 4, Office of the VP for Management and Budget's Request for Commitment letter.

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:	April 29, 2016
Preproposal Questions Open Period:	April 29, 2016 through May 12, 2016
Deadline for Receipt of Proposals:	Generation 1: June 10, 2016
Negotiations:	Generation 1: June through July 2016
Contract Award:	Generation 1: June through July 2016

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: RFP proposal is **NOT to be sent U. S. Postal Service. The University does not take responsibility for lost or misdirected mail.

Attention: Kristin Floyd
Telephone: (434) 982-2636
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: kaf4b@virginia.edu

Any questions concerning this RFP will be directed to Kristin Floyd 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 Questions Open Period

Firms receiving this RFP are welcome to submit questions concerning this RFP to Kristin Floyd at kaf4b@virginia.edu. Questions will only be answered by email and all questions and answers provided during the Open Period April 29, 2016 through May 12, 2016 will be posted at <http://www.procurement.virginia.edu/pagerfp>. Questions asked outside of the Open Period or not in the requested method may not be answered.

D. Proposal Deadline for Generation 1

Attachment 5, Award Agreement; Vendor Proposal Contracting Form must be received through the Contract Opportunity Portal found online at <http://www.procurement.virginia.edu/pagecontractopp> by **3:00 p.m., (EST/EDT), on June 10th, 2016**. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

Any trade secrets or proprietary information submitted with a proposal 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. Information about this RFP, Section J, Virginia Freedom of Information Act, applies.

E. Oral Presentation/Negotiations

An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Negotiations and

Oral presentations are tentatively scheduled for June 2016 through July 2016.

Negotiations will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are also acceptable through electronic mail.

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(s) and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:

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(s) and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement and Supplier Diversity Services. Formal communications will include but not be limited to:

1. Oral presentations
2. 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(s)

All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm(s) 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; Scope of Goods and Services Section H; 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 VI, Information about this RFP 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. 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 the Selected Firm(s) 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(s) 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(s) 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)'s proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm(s) 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

F. Independent Contractor

The Selected Firm(s) is not an employee of the University, but is engaged as an independent contractor. The Selected Firm(s) 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)'s performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm(s) 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(s) 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(s), 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(s) agrees to 1) provide a drug-free workplace for the Selected Firm(s)'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)'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(s) 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(s), 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.

I. 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 _____

A copy of the license must be furnished upon request to the University or VASCUPP member institution.

J. Unauthorized Alien Use.

The Selected Firm(s) 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(s) 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(s) 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 until December 31, 2026. Vendors who have been awarded in the prior year as a result of providing a proposal to this RFP, will be subject to auto-renewals for the full 10 year period unless otherwise determined by the University. Vendors awarded in subsequent Generation(s) will have the same expiration term as identified in this RFP.

The Selected Firm(s) and the University will mutually agree at least 30 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator

The University reserves the right to identify a Contract Administrator for any Agreement which results from this RFP at any time. 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(s) 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(s) or its agents or subcontractors, including the provision of any services or products. The Selected Firm(s) 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(s) 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(s).

H. Non-Appropriation

Funding for any Agreement between the University and a Selected Firm(s) 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)'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(s) 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(s) 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(s) must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm(s) construe these minimum required limits to be its limit of liability to the University. The Selected Firm(s) 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(s) satisfies the insurance requirements of the University. The Selected Firm(s) 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(s).

Commercial General Liability:

The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence and a \$2,000,000 aggregate with coverage for the following:

- Premises/Operations Products/Completed Operations
- Contractual Independent Contractors
- Personal Injury Medical Payment
- Fire Legal Liability Underground Explosion & Collapse
- Additional Insured* Other: The services included in this agreement are not excluded from coverage.

Automobile Insurance:

The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$500,000 per occurrence with the following coverages for vehicles operated by its employees.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Any Automobile | <input checked="" type="checkbox"/> Owned and Non-Owned Automobiles |
| <input type="checkbox"/> Garage Liability | <input type="checkbox"/> Transportation of Hazardous Substances |
| <input type="checkbox"/> Additional Insured* | <input type="checkbox"/> Other |

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 Liability Insurance:

The Selected Firm(s) and any Subcontractor providing professional services will provide Professional liability insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 annual aggregate providing professional errors and omissions coverage covering the services as set forth in this agreement during the contract period, with coverage maintained for an additional two years beyond the contract period or alternatively with extended reporting period coverage of at least two years provided at the end of the contract period for claims-made policies.

*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(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), 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(s) 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(s) 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(s).

The Selected Firm(s) will notify the University in writing of any such entities accessing the Agreement. The Selected Firm(s) 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(s) 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(s) 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(s) 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(s) 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(s) 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(s) 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(s) 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)'s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm(s)'s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm(s) 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(s) (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(s) 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(s) 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. Electronic Procurement

The Selected Firm(s) agrees to provide and maintain an electronic catalog in the University's Electronic Marketplace (the "Marketplace"). Catalogs can be hosted in the Marketplace or a punchout from the Marketplace to the Selected Firm(s)'s website. Selected Firm(s) who proceed with a Catalog will utilize catalog numbers and match invoices with Purchase Orders. The University requires the following from its catalog vendors.

Hosted Catalog Firms will:

- Periodically update items, descriptions and pricing. Not to exceed four times per year.
- Use SciQuest functionality to identify product classifications such as hazardous materials, radioactive, controlled substances, etc.
- Address pricing discrepancies within one business day.
- Invoice all items at catalog prices until a new price file is submitted and approved by the University.
- Not increase prices more than once per year and will allow 30 days to review any price changes prior to changing invoiced prices.

Punchout Catalog Firms will:

- Notify the University's Contract Administrator of pricing and product changes prior to making a change.
- Clearly notate shipping terms, return policy and cancellation policy in the punchout catalog.
- Provide training or help details in the punchout catalog.
- Allow customization of the punchout catalog with the University's marks, logos and/or necessary language.
- Agree that to the extent the terms and conditions of this Agreement are in conflict with those in the punchout catalog, this Agreement will take precedence.

- Provide an error message as connectivity interruptions arise.
- Have a privacy policy that complies or is similar to the Platform for Privacy Preferences Project (P3P) standards.

The Selected Firm(s) will:

- Ensure that the Catalog data is maintained, updated and accurate.
- Invoice at catalog prices or lower and accept payment of catalog price if there is a discrepancy.
- Negotiate freight terms for Marketplace purchases.
- Agree that all catalog content and the format in which catalog content is presented will be of a mutually acceptable nature.
- Agree to develop and maintain a delivery performance standard and provide annual reports on such performance.
- Disclose to the University all non-University revenue that is generated with the catalog such as, but not limited to: advertising fees, search functionality prioritization fees, rebates of any kind, etc.
- Register in eVA and maintain its registered status for the term of this Agreement. Additionally, maintain the necessary number of eVA sites for orders to be placed from the Marketplace.
- If necessary will maintain and update accurate Ship to addresses in its system.
- Provide reports as required by the University update and maintain its catalog in the system. Such reports may include sales by item, price and quantity sold per time, percentage increase in sales, average lead time, percentage of on-time deliveries and delivery errors.
- Support a manual process for change orders.
- Encourage University user to utilize the UVa Marketplace for placing orders.

The University reserves the right to remove the Selected Firm(s)'s catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at any time during the term of this Agreement.

S. Payment Terms

The Selected Firm(s) 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(s), invoices submitted to the University by the Selected Firm(s) 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(s) 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(s) agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment.

T. Marketing

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

U. Future Goods and Services

The University reserves the right to have the Selected Firm(s) 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.

V. 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)'s provision of the Goods and Services. Accordingly, at the University's request, the Selected Firm(s) 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(s) 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(s) to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm(s) 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.

W. Account Manager

The Selected Firm(s) agrees to provide a named individual (“Account Manager”) to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of this Account manager prior to execution of any Agreement with the Selected Firm(s). The Account Manager will be the University’s primary contact, although the Account manager will be assisted by other member of the Selected Firm(s) staff in completing key activities.

X. 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(s) is required to register in the eVA Internet e-procurement solution prior to an award being made.

Y. eVA Transaction Fee

The Selected Firm(s) 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(s) will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

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(s) 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(s) 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(s) 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(s). If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact the Selected Firm(s) and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm(s) mutually agree.

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

E. The Selected Firm(s) 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)'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(s). If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact the Selected Firm(s) 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(s) mutually agree.
- G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm(s) 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(s) 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 Management and Budget's Request for Commitment

Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority- and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women- and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy

Vice President for Management and Budget

Attachment 5

Award Agreement

Vendor Proposal Contracting Form

Procedure for Proposal Submission

Proposals should include information outlined in this section. Vendor Proposals are to be provided as **Attachment 5, Award Agreement; Vendor Proposal Contracting Form**. Please complete this document in its entirety and upload through the portal <http://www.procurement.virginia.edu/pagecontractopp> you will be prompted to enter the “code” “**RFPKF042916**” to access the tool for upload. For detailed instructions see Attachment 7, Sample Screen Shots for Proposal Upload.

Proposals should include the following documentation:

- Attachment 5, Award Agreement; Vendor Proposal Contracting Form in Microsoft Word format or Adobe Portable Document Format (“PDF”) format. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- Any additional Proposal Documents that are of necessity. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- Pricing in Microsoft Excel spreadsheet format only see template Attachment 6; Product Pricing. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)

Unnecessarily elaborate brochures and other presentations beyond the documents requested 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.

Vendor Proposal Contracting Form

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 for one (1) year effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions, for nine (9) additional one (1) year periods until 2026. Unless otherwise determined by the University or Selected Firm, this Agreement will automatically renew without intervention between the University and Selected Firm. The University and Selected Firm reserve the right to negotiate price of goods and services on an annual basis.

WITNESS

By its Request for Proposal (RFP) KF042916 for Research and Development Goods and Services dated April 29, 2016, the University requested proposals from firms to provide Research and Development Goods and Services (the “Goods and Services”). The parties, having negotiated concerning the Goods and Services wish to express in this Agreement the basis on which the 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:

1. Contents

These documents are hereby incorporated into this Sub-Agreement:

- A. Agreement Attachment 1, Mandatory Contractual Provisions;
- B. Agreement Attachment 2, Preferred Contractual Provisions
- C. Agreement Attachment 3, Procedure for Resolution of Contractual Claims;
- D. The RFP dated April 29, 2016 (by reference); and
- E. 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, prevail over all other Agreement documentation.

To be considered a fully completed response to this RFP, all proposals must include:

- Attachment 5, Award Agreement; Vendor Proposal Contracting Form in Microsoft Word format or Adobe portable document format (“PDF”) format. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- Any additional Proposal Documents that are of necessity. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- Pricing in Microsoft Excel spreadsheet format only see template Attachment 6 Product Pricing. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)

Please Note:

Attachment 5; Award Agreement, Vendor Proposal Contracting Form is the Master Agreement between the University and Selected Firm. Once completed, further negotiations will be comprised of pricing of goods and services only.

I. CONDITIONS OF AWARD

Please check each box below confirming the firm’s agreement with the following mandatory conditions of award. All questions should be directed towards the buyer listed in Section VI. Information about this RFP, Section B, Issuance of RFP and Questions.

- The firm is registered as a vendor with the University.**
<https://www.procurement.virginia.edu/main/frms/VendorReg.php>

University Supplier Number:	
------------------------------------	--

- Unless otherwise deemed appropriate by the University, the firm will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.**

(As indicated on University Vendor Registration)
<https://www.procurement.virginia.edu/main/frms/VendorReg.php>

Method of Payment:	
Vendor Pay Site:	
Vendor Purchasing Site:	

Contractual Provisions

The firm agrees to the following terms and conditions: (Only firms who agree to Mandatory Provisions will be considered).

The University's Mandatory Contractual Provisions:

<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>

The University's Preferred Contractual Provisions:

<http://www.procurement.virginia.edu/main/publicpostings/rfp/preferredprovisions.pdf>

The University of Virginia Purchasing Terms & Conditions:

<http://www.procurement.virginia.edu/page/terms>

Specific Terms and Conditions listed below.

Invoicing

The firm has ability to perform electronic invoicing. "Electronic Invoicing" is defined as a University-approved methodology for automated University receipt and entry of invoices. Among the methodologies currently approved are:

- 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, such as Transcepta;
- Any methodology approved by the University in the future; or
- Any combination thereof.

Unless otherwise specifically requested in writing by the University's Accounts Payable Department, the firm will not submit non-electronic invoices for any transaction between the University and the firm.

Preference to utilize Transcepta for electronic invoicing

E-Commerce

Is your firm interested in having an eCatalog in the UVa Marketplace? Yes No

Designated eCatalog Representative Name	Email Address	Telephone Number
---	---------------	------------------

Warranty

The firm is providing a warranty or guarantee on goods and/or services

Warranty or Guarantee Information

- The Firm will provide a certificate of insurance confirming the requirement(s) listed in Attachment II, Preferred Terms and Conditions, Section K, Insurance.**
- The firm will not require a prepayment or deposit.**
- The firm will not require the University sign any separate agreements. Order Confirmation sheets should be used summarizing specific orders showing delivery dates, items, prices – no terms or conditions should be listed.**
- The firm will accept the University issued Purchase Orders (“PO”).**
- Shipping and Handling**

The University encourages proposals with discounted or exempt shipping and handling terms. In the event that satisfactory shipping and handling terms cannot be negotiated, the University reserves the right to request that shipping and handling terms offered by the Selected Firm(s) be handled through Vantage Point Logistics, Inc (“VPL”). The University has contracted with Vantage Point Logistics, Inc. (“VPL”) to provide freight management services. If requested, the University will require selected firms to register and utilize VPL services. More information may be found here: http://www.procurement.virginia.edu/o/VPL_supplierletter.pdf

Shipping and Handling Terms/Pricing

- Preference to utilize Vantage Point Logistics, Inc for Shipping**
- Payment Method**

The firm agrees to receive payments electronically. The firm will register for one of the approved methods of payment at the University. These payments may include; WellsOne Commercial Card (Virginia Tech payment of choice), Bank of America (“BoA”) ePayable, BoA Paymode, and/or methods available in the future. More information regarding pay terms may be found here: <http://www.procurement.virginia.edu/pagepaymentmethods>

Early Payment Discount

The University encourages Firms to provide a discount in return for expedited pay terms. Multiple early payment discount terms are available. Please select an early payment discount term below, otherwise pay terms are Net 45.

- .5% 25 / Net 30
- 1% 20 / Net 30
- 2% 15 / Net 30
- 4% 10 / 2% Net 15
- Net 20 E-Payables
- Net 45 Paymode
- Other _____

The firm is registered in the Commonwealth of Virginia’s electronic procurement system, eVA (Information on eVA can be found at: <http://www.eva.virginia.gov>).

eVa Registration Number:	
---------------------------------	--

The firm intends to provide pricing for the following category(s):

- Laboratory Equipment
- Microscopes Equipment and Services
- Laboratory Animals
- Laboratory Chemicals
- Equipment Maintenance and Testing Services
- Life Science Materials and Testing Services
- Medical, Dental and Orthopedic Goods and Services
- Research and Development Goods and Services/ Specialty Goods and Services.

Keywords

Please list any keywords that should be associated with Firm(s) Contract Summary page at the University. The University reserves final discretion of keyword utilization.

--

Client Reference List

Vendor must provide a minimum of three (3) business references.

1 Reference Name	Contact
Address	Phone #:
E-mail address	
Description and date(s) of commodities and services provided	
2 Reference Name	Contact
Address	Phone #:
E-mail address	
Description and date(s) of commodities and services provided	
3 Reference Name	Contact
Address	Phone #:

E-mail address	
Description and date(s) of commodities and services provided	

II. FIRM INFORMATION

Please complete the following information below.

Vendor and Contact Information

Vendor Legal Name:	
Vendor Website:	
TIN/ EIN:	

Vendor Contact for questions regarding this proposal

Name:					
Telephone:		Fax		Email	

Vendor Contact for Contract Renewals

Name:					
Telephone:		Fax		Email	

Vendor Contact Sales Representative

Name:					
Telephone:		Fax		Email	

Vendor Contact for Invoice Information

Name:					
Telephone:		Fax		Email	

Vendor Contact for SWaM Reporting

Name:					
Address:					
City/State/Zip:					
Telephone:		Fax		Email	

Executive Vendor Contact

Name:					
Address:					
City/State/Zip:					
Telephone:		Fax		Email	

Is your firm **SBSD Certified**? Yes No

If yes, which category: Small Business Minority-Owned Women-Owned

Does your firm have a SWaM plan? Yes No

The firm is taking exception to the following **Preferred** terms and conditions.

Acceptance

Vendor Name

Representative Name:	_____
Title:	_____
Date:	_____
<input type="checkbox"/>	Electronic Signature: By typing the name of the firm's authorized representative/signatory into the field above the firm certifies that it is providing a binding "Electronic Signature" and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein.

Attachment 6

Product Pricing

I. Financial Proposal

- a. Describe the fees that will be charged for the goods and services. Ensure that fees are provided for all Goods and Services' categories proposed by the firm.
- b. Describe how the University will benefit from cost savings by accepting the firm's proposal.
- c. If the firm would like to submit a "Core Items" list (or specialized items list as part of their offering please include this pricing in a separate tab in the Microsoft Excel price list.)
- d. Discounts may be provided as category discounts, line item discounts or both.
- e. Include any volume discounts, incentives, or rebates in your offering.
- f. University Department users may request increased discounts or negotiate further value added goods and services at any time. Selected Firm(s) may increase the minimum discount percentage at any time, either permanently or on a transaction only basis; however, any decrease to a minimum discount percentage requires written approval of the University.
- g. Pricing documents should include the following information (as applicable)
 - Manufacturer Sku/ Number
 - Item Description
 - Manufacturer Name
 - Category Discount/Category Discount Code (CDC)/Manufacturer internal category designation
 - UNSPSC Code
 - UNSPSC Name
 - Unit of Measure
 - List Price
 - Net Price
 - Core List/ Top List item(s) (assigned discounts to core products or additional values)
 - Volume Discount(s)/ Incentive(s)/Rebate(s)

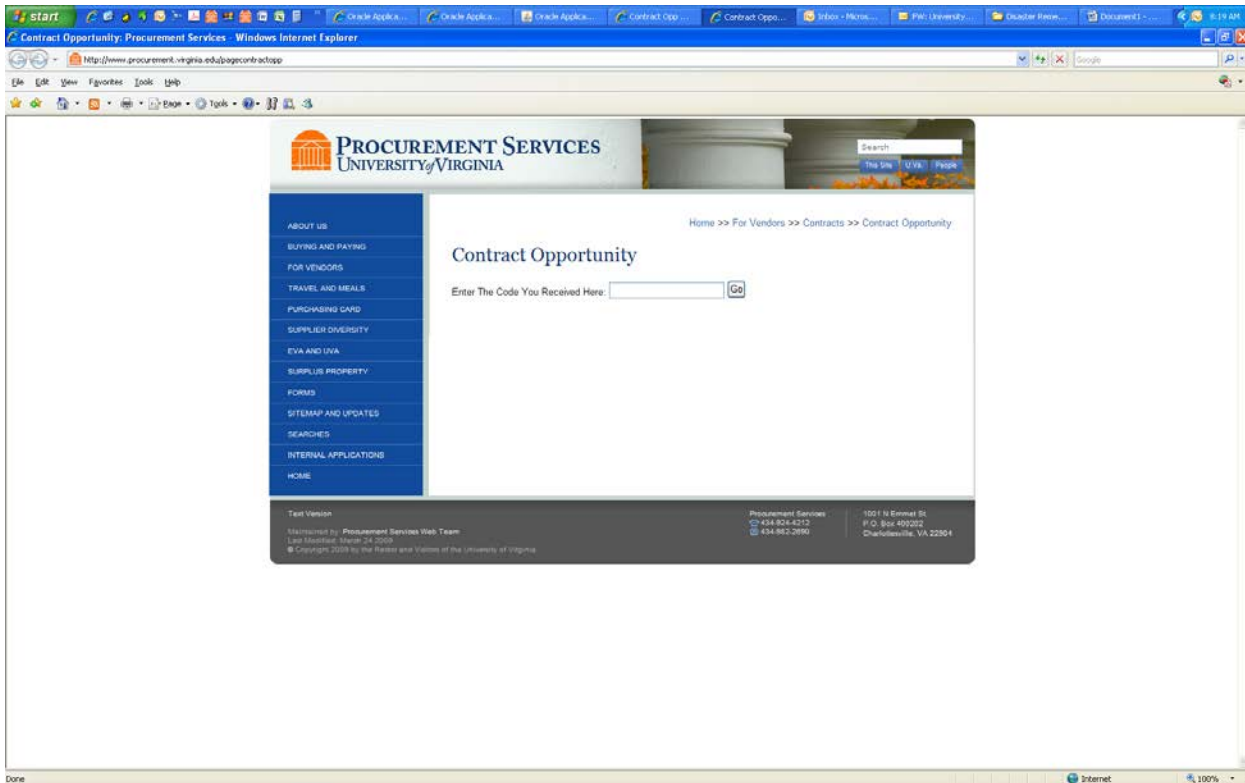
Attachment 7

Sample Screen Shots for Proposal Upload

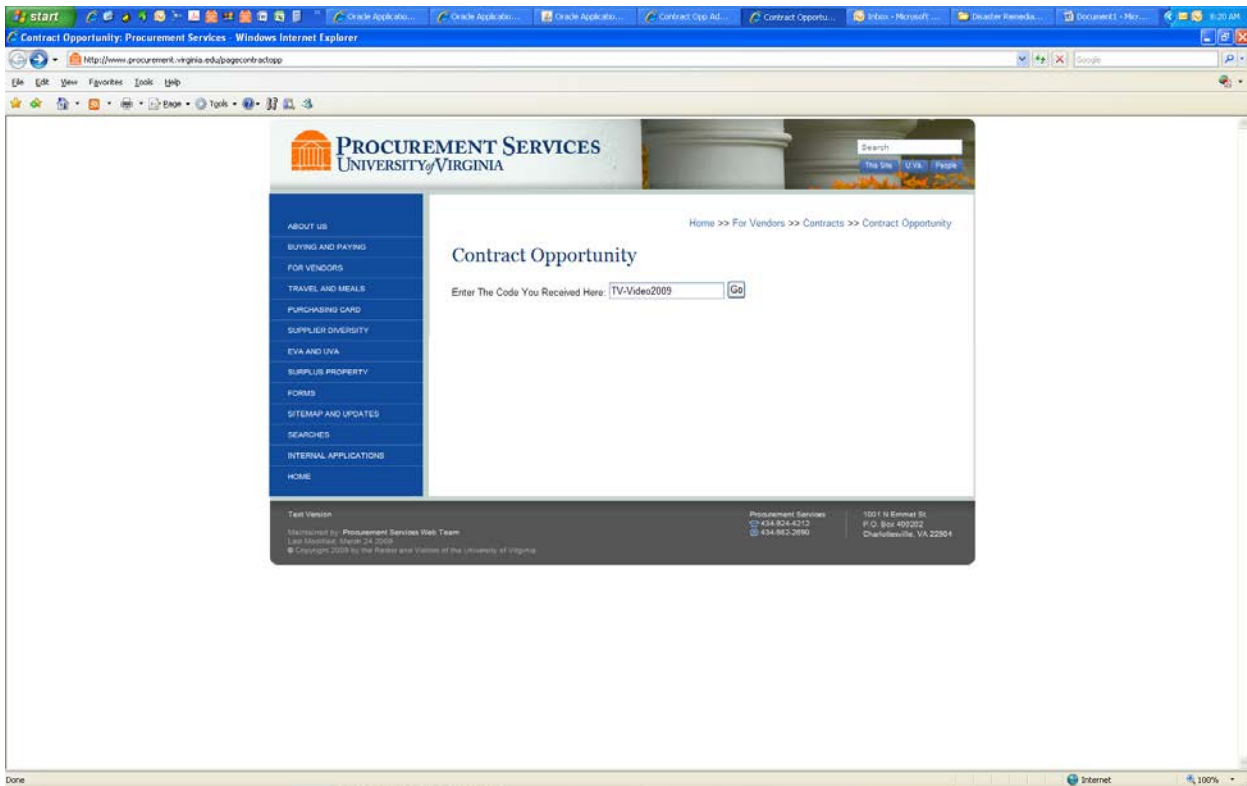
Sample Screen Shots of the Contract Opportunity Portal

Accessing the Solicitation:

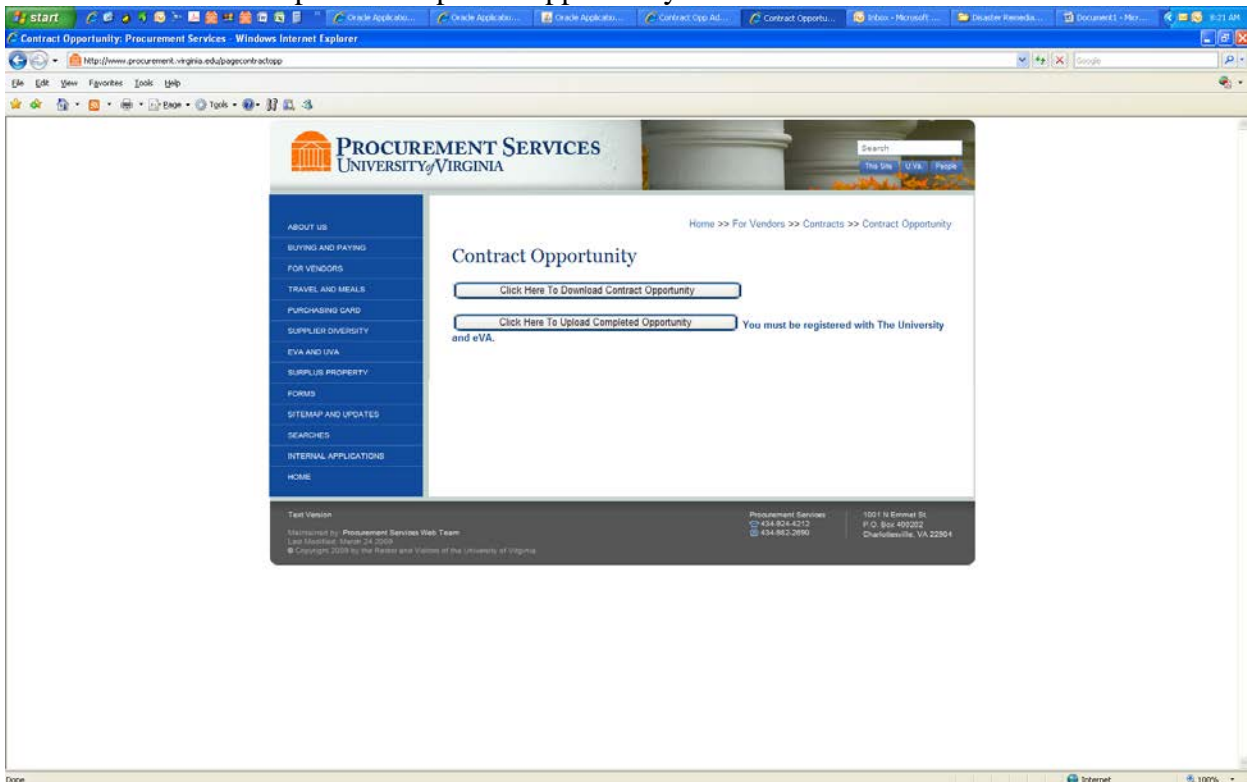
<http://www.procurement.virginia.edu/pagecontractopp>



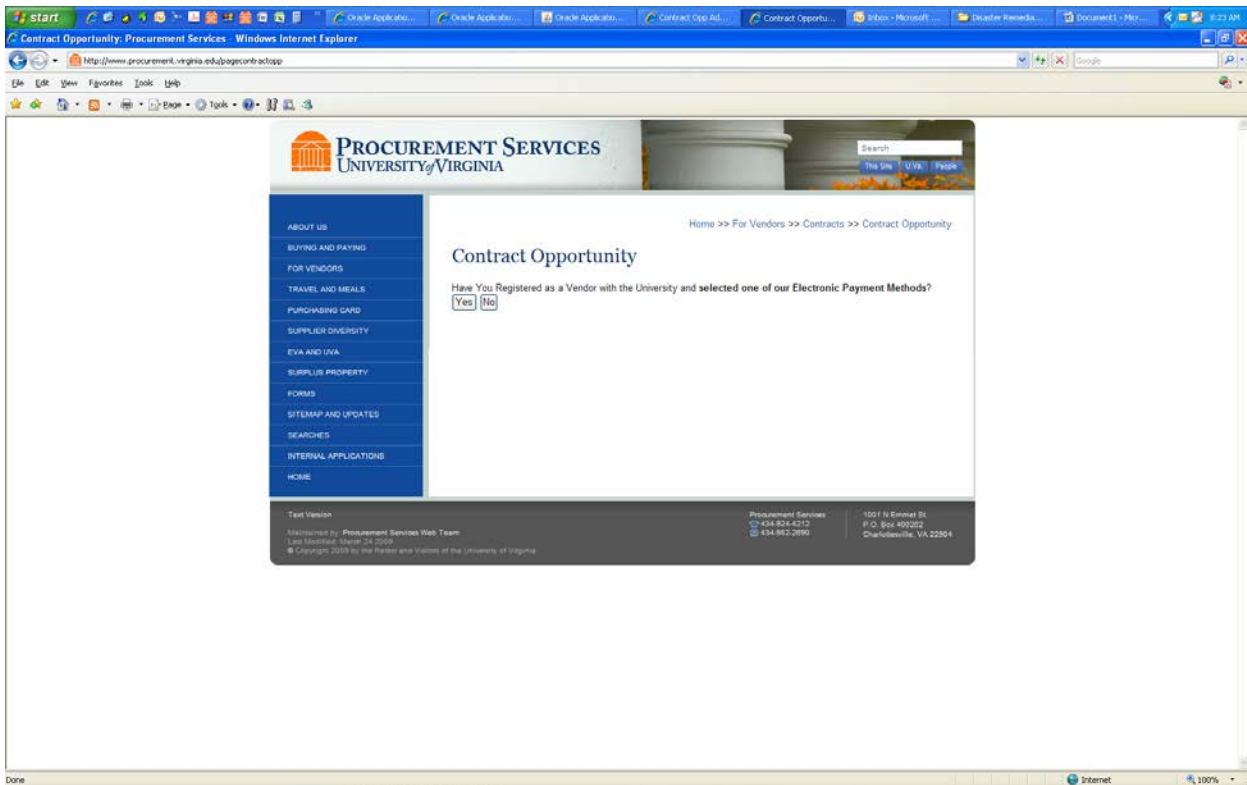
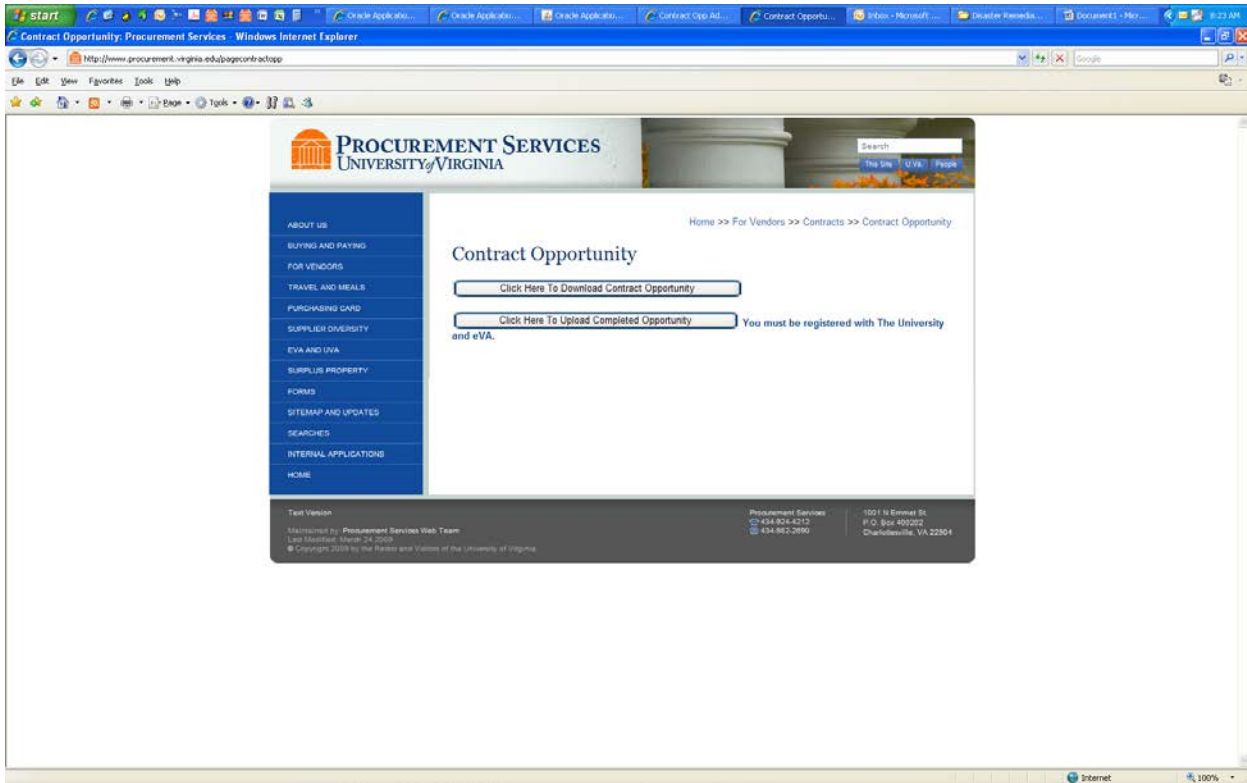
User will be prompted to enter the “code” **RFPKF042916**

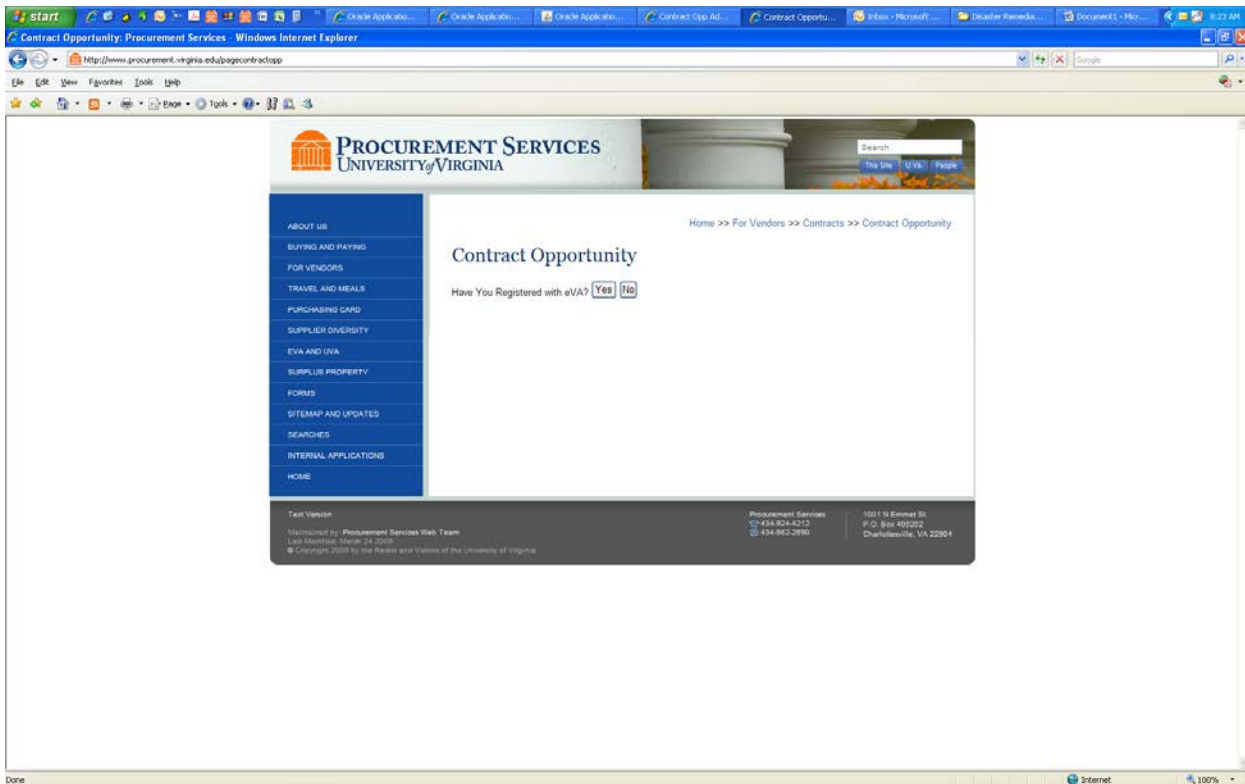


Select Click Here to Upload Completed Opportunity:

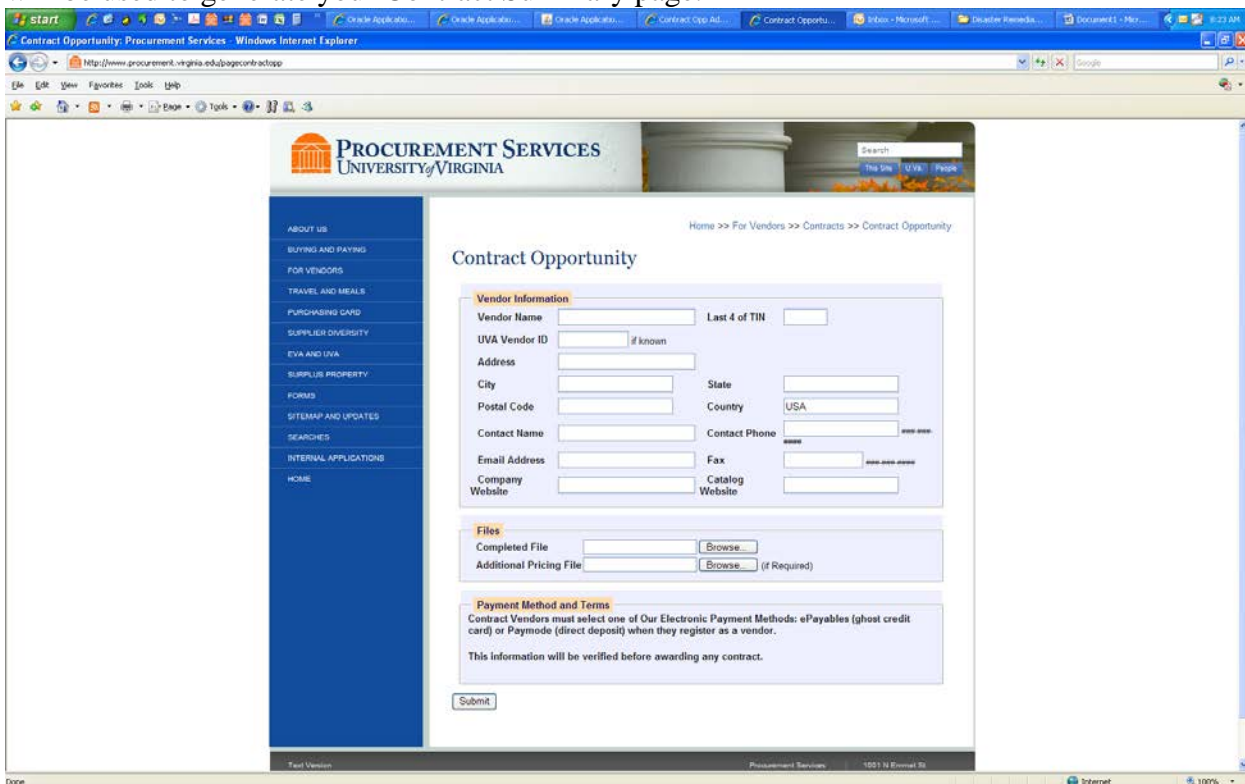


Uploading a Completed CO:





Complete the Vendor Information for the Customer Service Contact for the University (this information will be used to generate your Contract Summary page).



Clicking the 'Submit' button completes the response process for a Contract Opportunity.