



Request for Proposal

Cremation Services

November 15, 2017

RFP #TC092717



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

A. GENERAL INFORMATION

Request for Proposal (RFP) Name: Cremation Services

RFP Number: TC092717

Issue Date: November 15, 2017

Brief Description: The University and its Department of Mechanical and Aerospace Engineering are seeking qualified firms to provide cremation services.

Preproposal Questions: Any questions concerning this RFP must be sent to the buyer listed below no later than 3:00 pm EST November 22, 2017 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: November 27, 2017 Firms must submit an original proposal that will be received by the University by the proposal deadline. The original proposal must be submitted via email to pur-rfp@eservices.virginia.edu. In the subject line, please put the following: **Firm Name – TC092717 Cremation Services.**

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure.

Negotiations: Negotiations, if needed, will be held on November 27, 2017

Expected Award Date: December 1, 2017

Term of Agreement: The term of a resulting Agreement or Purchase Order will be for five years, with the ability to renew on the same or similar terms and conditions, for two additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 90 days prior to each renewal period whether to renew the terms of the Agreement.

Refer ALL QUESTIONS to the issuing office:

University of Virginia

Department of Procurement and Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: ToShun Campbell
Phone: 434-984-1346
Email: tc8yk@virginia.edu

- NOTE 1: If RFP proposal is sent U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.
- NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm's proposal or cancellation of the RFP.

responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: <http://www.procurement.virginia.edu>.

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

B. SCOPE OF GOODS & SERVICES

The scope of this RFP will be solely dependent on the needs of the specific projects and will produce data for organizations of which the University is under contract. Each project may have different cremation services requirements.

It is our intent to award to multiple vendors who represent the best value proposition for the University. Vendors will be responsible for the cremation of the post mortem subject and/or cadaveric components and will be required to maintain documentation required by local and federal laws.

Cremation services are being solicited for both whole post mortem human subjects and for cadaveric components. All whole donors and/or components are obtained from certified donor programs within the Commonwealth of Virginia and from around the United States. No foreign sourced donors are involved.

Cremaains will be collected by a university staff member within two weeks of cremation.

Eligible vendors must conduct business within 15 miles of Charlottesville City limits.

C. BASIS OF SELECTION

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

1. The firm's plan to provide the University with the products as described in the Scope of Good and Services section;
2. The firm’s experience in providing Goods and Services similar to those described in this RFP, to include the firm’s references from clients;

3. The firm's price proposal; and
4. The firm's Small, Woman-owned and Minority-owned (SWAM) business status and/or the firm's plan for utilization of SWAM businesses. For more information about SWAM and the University's SWAM plan, please see the letter in Attachment 1 and refer to the following site:
www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

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

Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

D. CONTENTS OF PROPOSAL

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

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

Firms will provide the following information:

1. A detailed description and the full specifications of the product/equipment proposed. Each firm will indicate in its proposal the firm's ability to achieve/comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail the proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.
2. A brief history of the firm and its experience, qualifications and success in providing the type of product requested.
4. Information on the warranty associated with the product the firm is proposing and any extended warranty (include the price) that might be available.
5. The firm's proposed price / fee for providing the Goods and Services, to include shipping charges (the University's shipping terms are FOB Destination).
6. The firm's Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.

7. Complete and return the information requested in Attachment 2, Firm Information.

NOTE: Virginia Freedom of Information Act

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

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret 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.

E. TERMS AND CONDITIONS

This solicitation and any subsequent award is subject to:

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

- 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>

Note: Unless a firm *expressly and specifically states its exception* to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.

- The University's Procedure for Resolution of Contractual Claims
<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>

F. OTHER INFORMATION

Insurance

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

Comprehensive Commercial General Liability:

The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$500,000 per occurrence, with coverage for premises and operations.

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$500,000 per accident on all owned, hired, and non-owned vehicles operated by their 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."

Formation of the Agreement with the Selected Firm

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

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

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

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

G. 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 the Buyer Information box at the end of this document.

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

- The firm agrees to the following terms and conditions:
- The University’s Contractual Provisions:
<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>
 - The University of Virginia Purchasing Terms & Conditions:
<http://www.procurement.virginia.edu/page/terms>
 - Specific Terms and Conditions listed below.

Additional Mandatory Contractual Provisions:

- Solicitation of Employees
"Search Firm" will hold the hired candidate at University of Virginia "off-limits" for three (3) years and will not approach any of the hired candidate's direct reports at the University for a period of one (1) year from the completion of the search. If the placed candidate later declares intention to leave the University, "Search Firm" will seek confirmation from the University that the individual may be recruited.
- Replacement Search Terms
"Search Firm" agrees to make every possible effort to present the University with the best candidates, but cannot guarantee the performance of a candidate that is ultimately selected. "Search Firm", however, must stand by what should have reasonably been foreseen. Should the University hire one of "Search Firm's" candidates, but that individual is later discharged within one year of hire for reasons that "Search Firm" should have identified during the search assignment, "Search Firm" will conduct a replacement search. In such event, assuming no material change to the candidate specification, "Search Firm" will apply the original fees paid toward the replacement search and charge only for out-of-pocket expenses.
- The University's Preferred Contractual Provisions:
<http://www.procurement.virginia.edu/main/publicpostings/rfp/preferredprovisions.pdf>

Note: Unless a firm *expressly and specifically states its exception* to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.

- The University's Procedure for Resolution of Contractual Claims
<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>
- The firm will accept the University issued Purchase Orders (“PO”).
- The firm has completed the Firm Information section (including providing any additional documentation requested)

H. Firm Information

Please complete the following information below.

Firm Name:	<input type="text"/>	Point of Contact:	<input type="text"/>
Street Address:	<input type="text"/>	City, State, Zip:	<input type="text"/>
Email Address:	<input type="text"/>	Firm Website:	<input type="text"/>
Telephone No(s):	<input type="text"/>	Fax #:	<input type="text"/>
Cell Phone #:	<input type="text"/>		
TIN/EIN:	<input type="text"/>	Catalog Website (If Applicable)	<input type="text"/>

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

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

Payment Terms for this Solicitation are Net 30

However the University can pay faster (i.e. Net 20, Net 15, etc.), if the Selected Firm provides some type of "cash discount" (a percentage) for faster payment. For example: 5% 15/Net 30 = 5% discount for Net 15 day terms, otherwise Net 30. For faster payment, please indicate the payment terms (with discount) that the Selected firm will provide to the University:

The University will compute the early payment discount from the date of completed delivery (after final inspection and acceptance) of products/services at the destination or from the date a correctly formatted invoice is received in Accounts Payable, whichever is later. Early payment discounts offered to the University may be considered as part of the decision making process involving this solicitation and may be subject to further negotiation.

Name:	_____
Title:	_____
Date:	_____

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 1

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

Attachment 2

To complete this award, please follow the following steps:

- Go to the following link: <http://www.procurement.virginia.edu/pagecontractopp> .
- You will be asked to enter a “Code” for this Contract Opportunity. The code for this solicitation is “TC092717”.
- Click to Download the Contract Opportunity.
- Complete the downloaded form. Be certain you have reviewed the entire document and fulfilled **all** of the Conditions of Award.

****Note:** Please complete the form/ document using Microsoft Word since other formats (i.e., Mac) will not format properly.

****Note:** If you are not able to click on the URL links within the Contract Opportunity, you will need to copy and paste the URL links into your internet browser.

To submit a response to this solicitation, please follow the following steps:

- Go to the above link.
 - Re-enter the above “Code”.
 - Click to Upload the Completed Opportunity.
 - You will be asked two questions prior to being given the opportunity to upload a response;
 - Have you registered as a Vendor with the University and selected a payment method?
 - Have you registered with eVA?
- **Note:** Both registrations must be completed prior to submitting a response.
- After answering “Yes’ to both questions, complete the Vendor Information and File Sections of the online form. Be sure to upload a “Completed File” (response) and include any/ all “Additional Pricing Files”.
 - Click the ‘Submit’ button to complete the response process for this solicitation.

Please don't hesitate to contact me with any questions.

Any questions regarding the award process must be specifically addressed (via e-mail - preferred) to me at pur-rfp@eservices.virginia.edu. It is important that your firm provide all of the information detailed in the online form. Please fill the forms out completely, according to the instructions provided.

Responses are due no later than 3 p.m. E.S.T. on , November 27, 2017. Thank you for your time and effort. The University looks forward to receiving your firm's response.

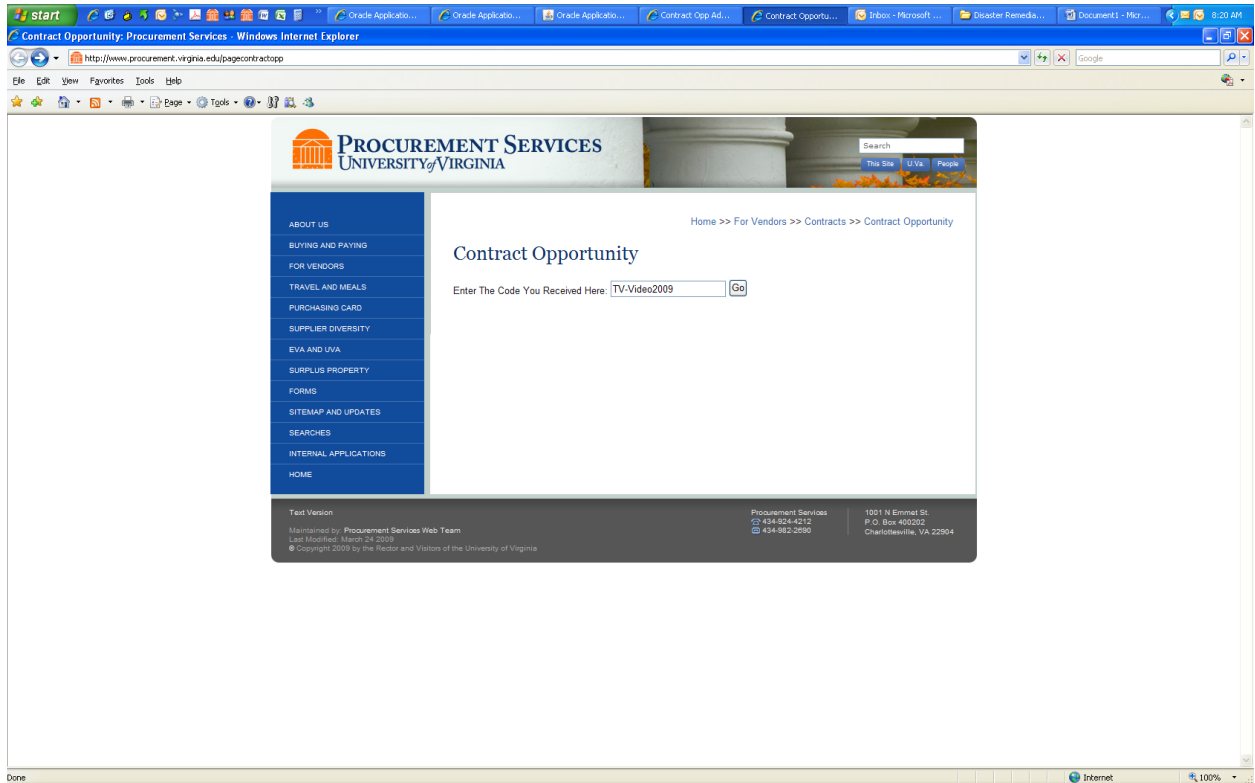
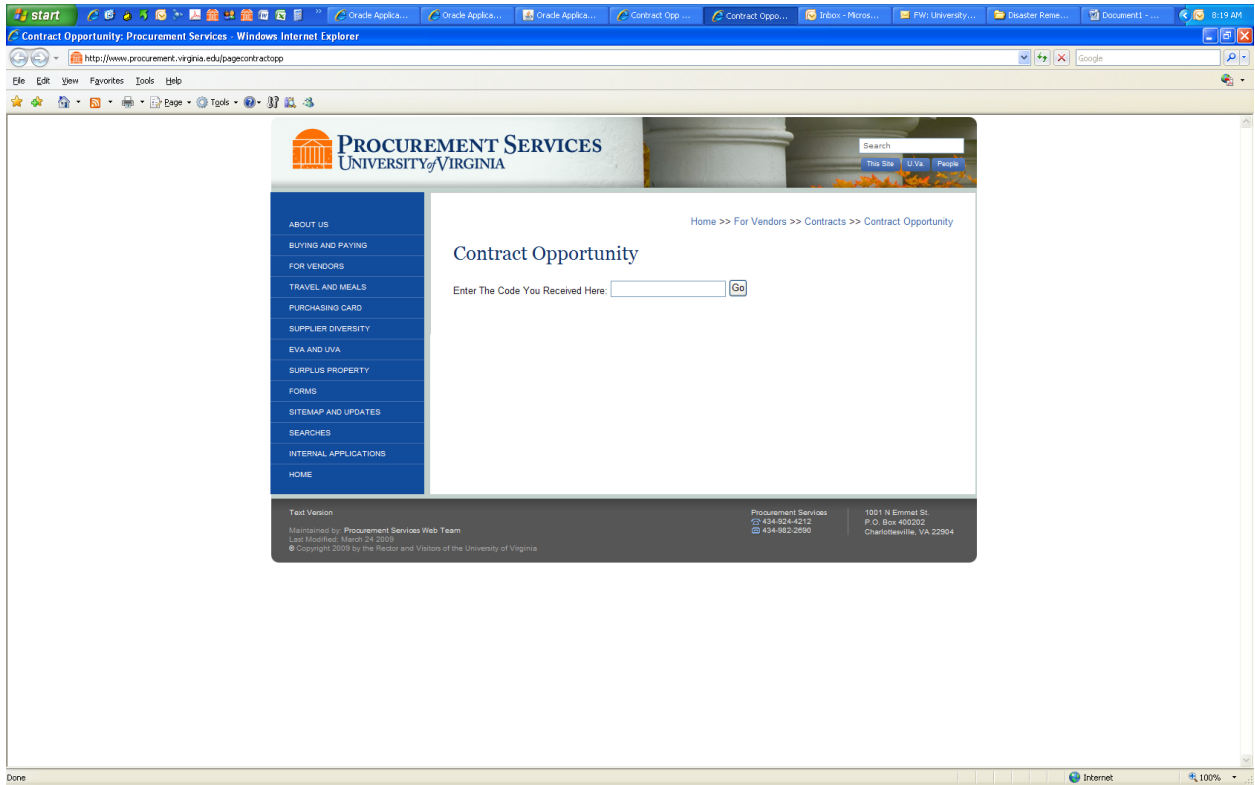
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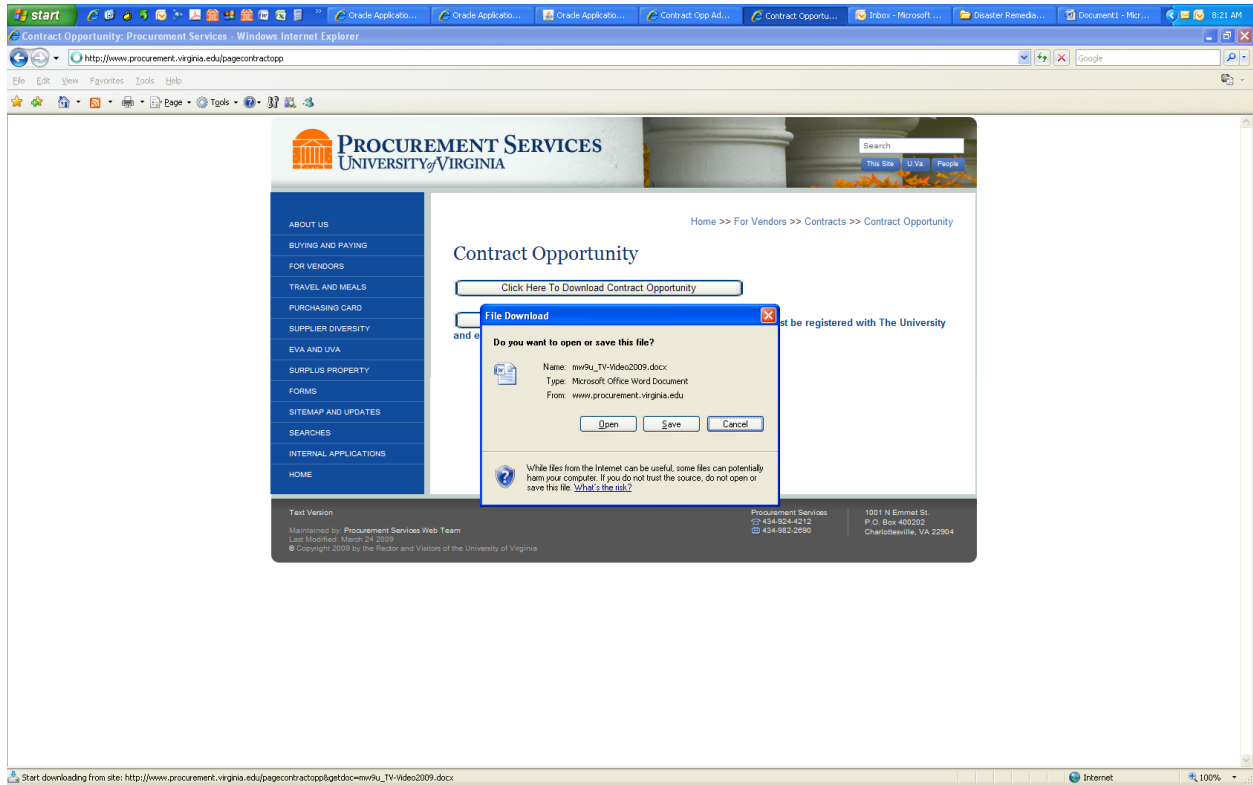
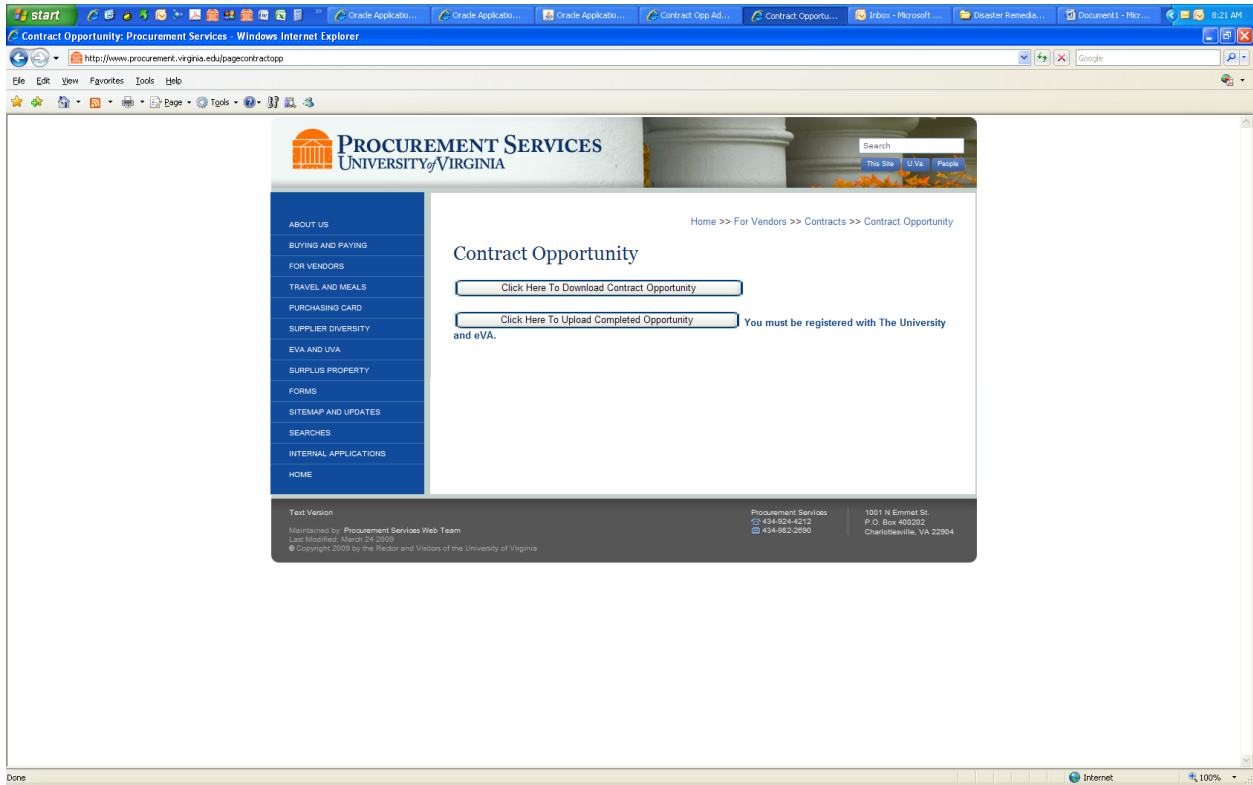
ToShun Campbell
Contracts Administrator

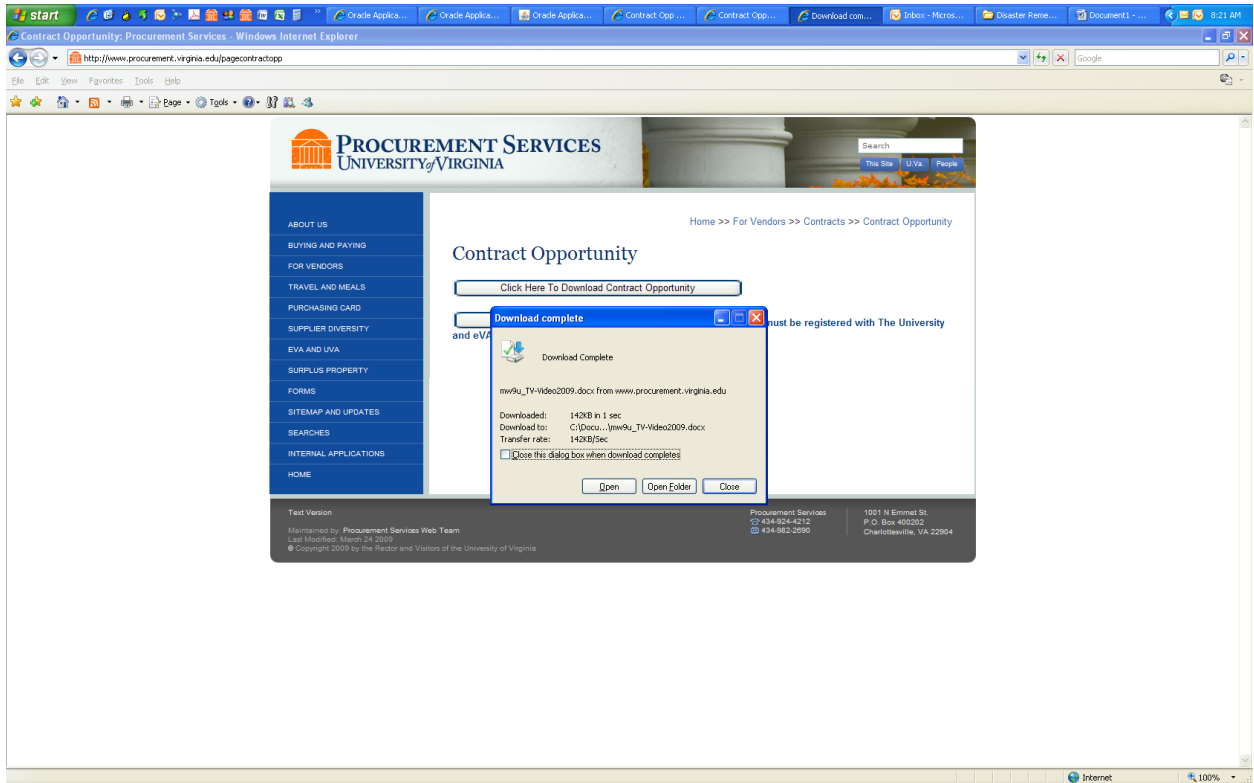
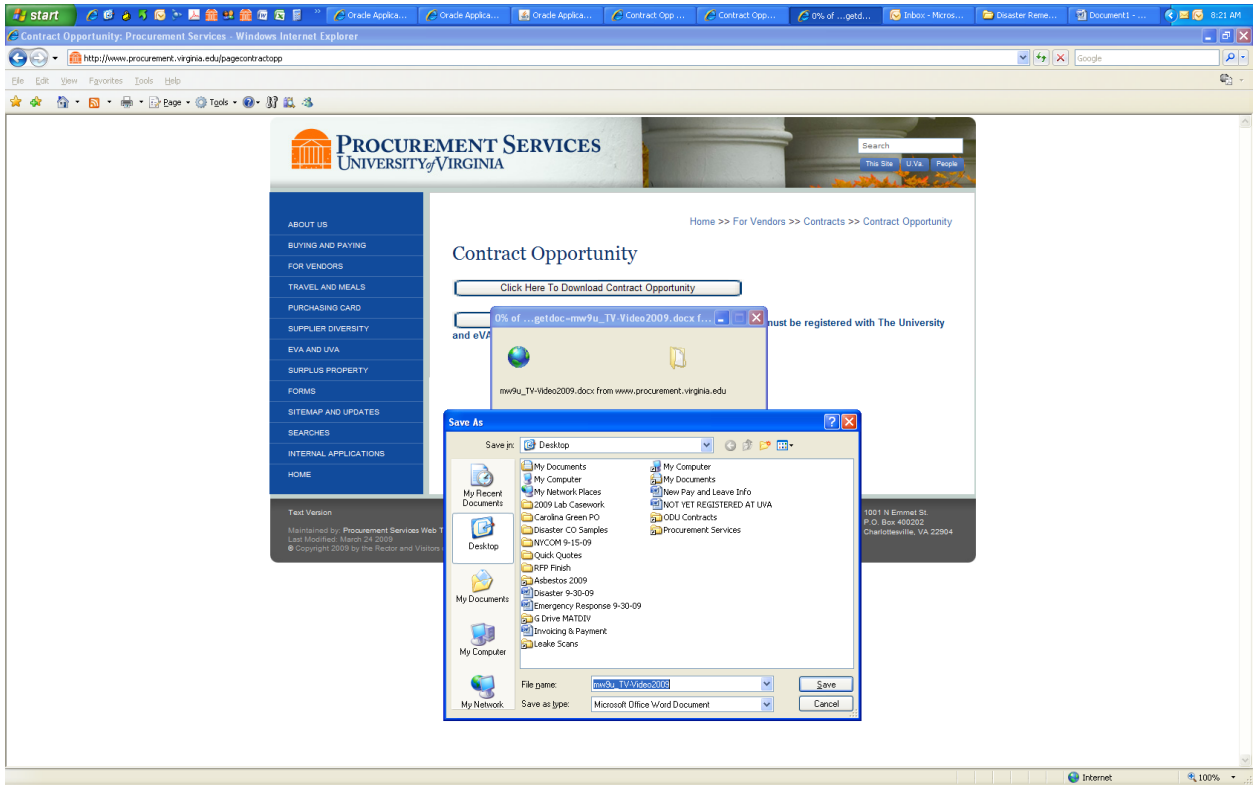


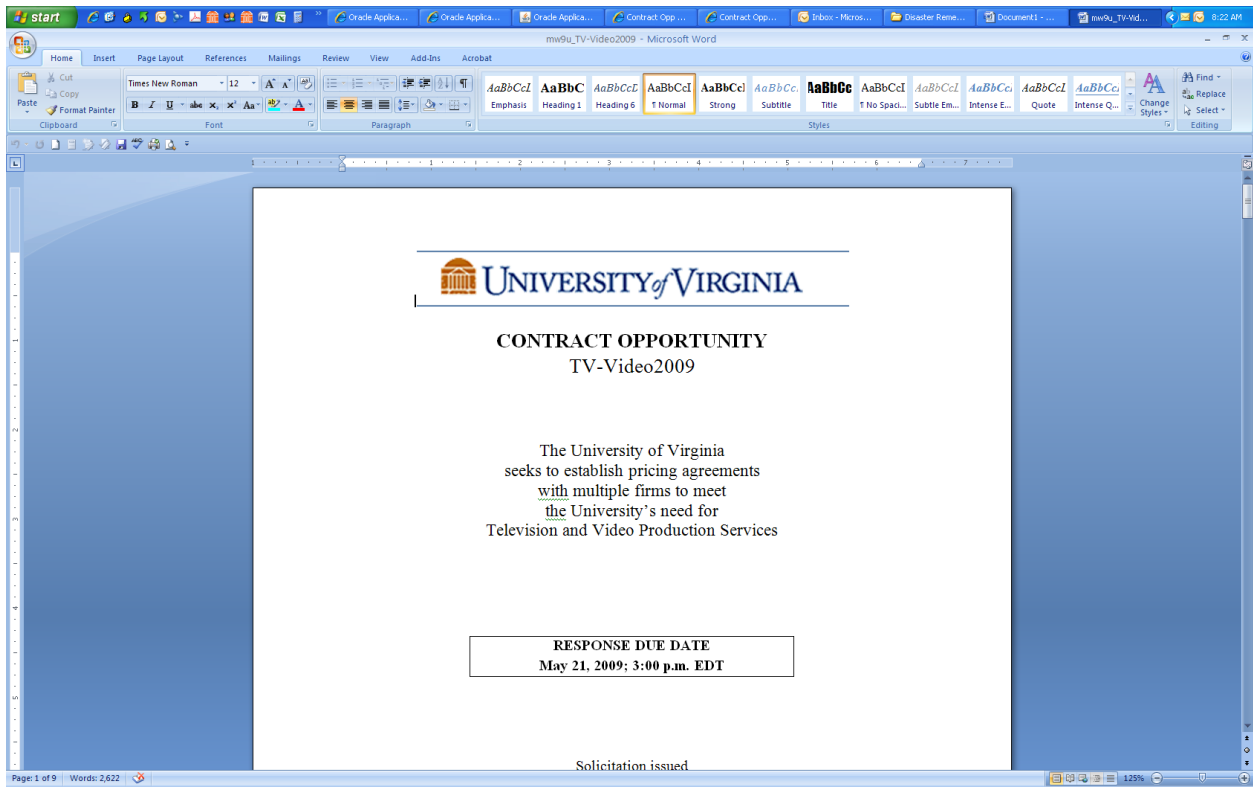
Screen Shots of the Contract Opportunity Process for Vendors

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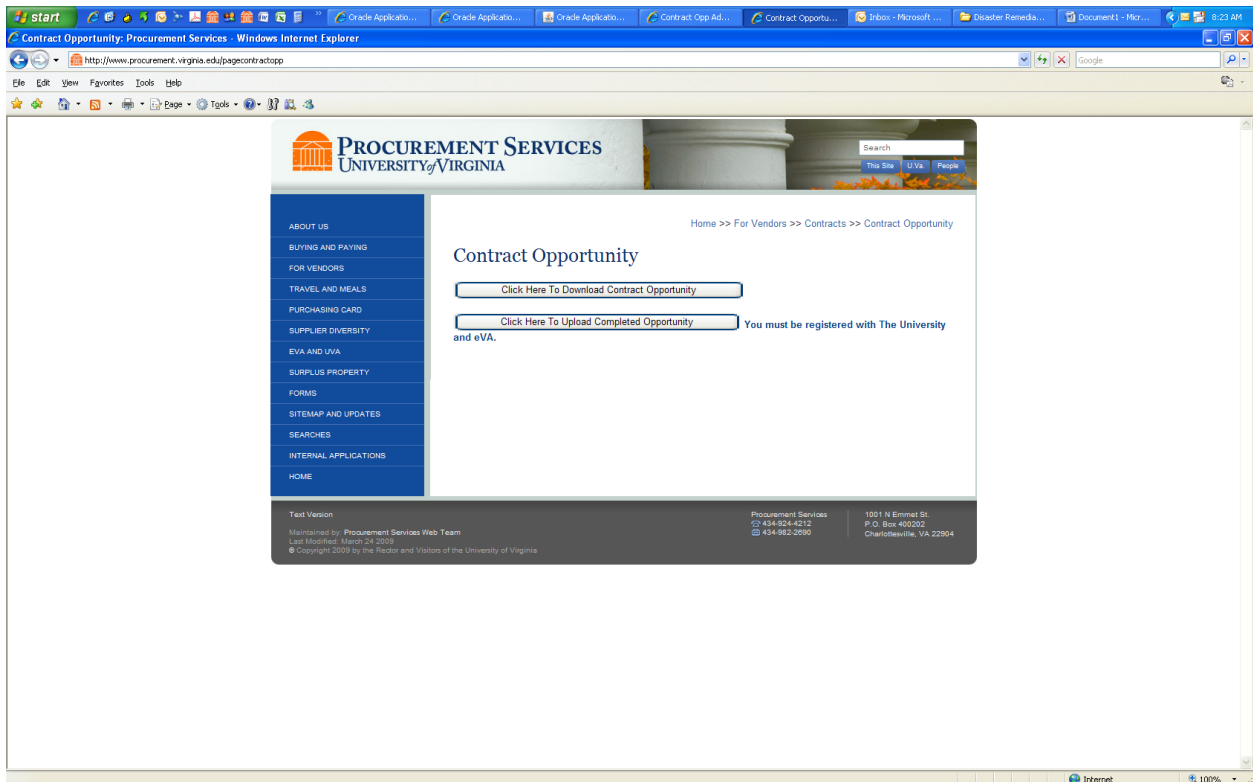








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Contract Opportunity: Procurement Services - Windows Internet Explorer

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

File Edit View Favorites Tools Help

Search This Site UVA People



Home >> For Vendors >> Contracts >> Contract Opportunity

Contract Opportunity

Have You Registered as a Vendor with the University and selected one of our Electronic Payment Methods?

Yes No

- ABOUT US
- BUYING AND PAYING
- FOR VENDORS
- TRAVEL AND MEALS
- PURCHASING CARD
- SUPPLIER DIVERSITY
- EVA AND UVA
- SURPLUS PROPERTY
- FORMS
- SITEMAP AND UPDATES
- SEARCHES
- INTERNAL APPLICATIONS
- HOME

Test Version

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Last Modified: March 24 2009
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Procurement Services
434-824-4212
434-922-2030

1001 N Emmet St.
P.O. Box 400202
Charlottesville, VA 22904

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Contract Opportunity: Procurement Services - Windows Internet Explorer

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

File Edit View Favorites Tools Help

Search This Site UVA People



Home >> For Vendors >> Contracts >> Contract Opportunity

Contract Opportunity

Have You Registered with eVA? Yes No

- ABOUT US
- BUYING AND PAYING
- FOR VENDORS
- TRAVEL AND MEALS
- PURCHASING CARD
- SUPPLIER DIVERSITY
- EVA AND UVA
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- INTERNAL APPLICATIONS
- HOME

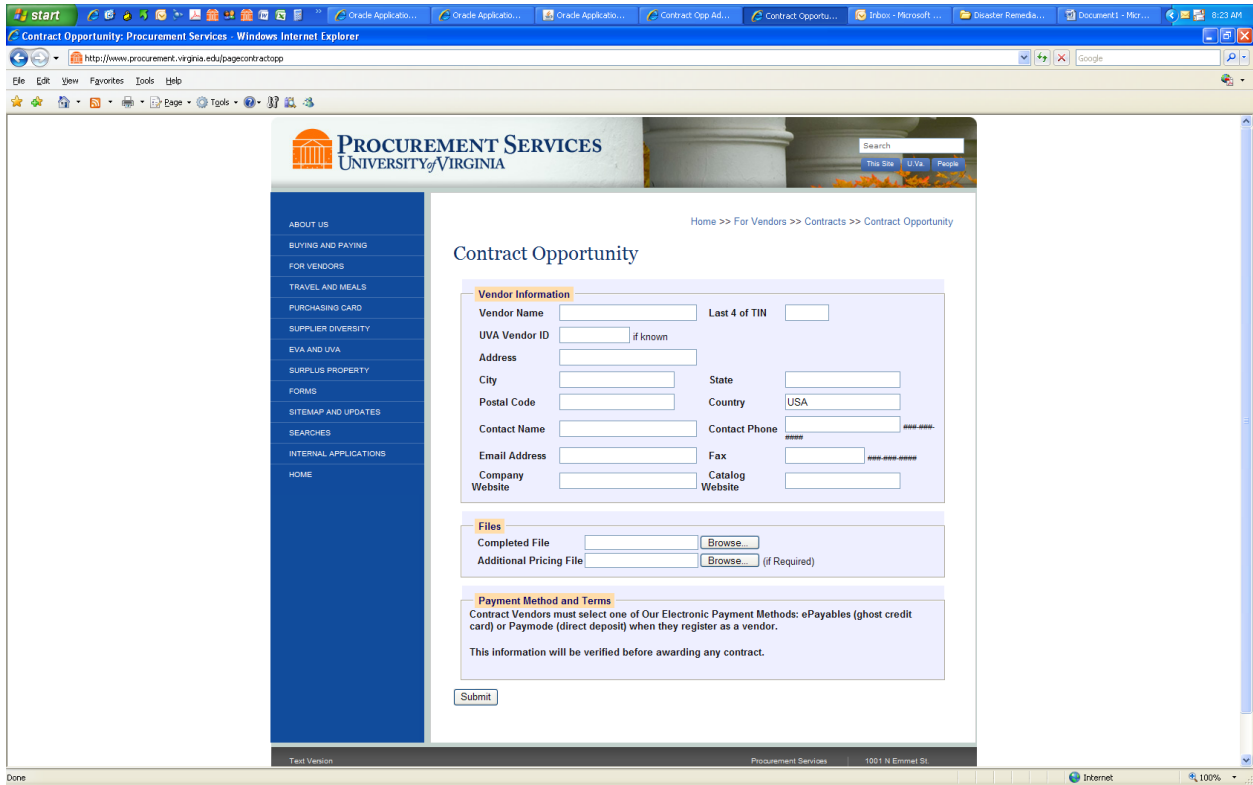
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Procurement Services
434-824-4212
434-922-2030

1001 N Emmet St.
P.O. Box 400202
Charlottesville, VA 22904

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

AWARD AGREEMENT

This Agreement, executed this _____ day of November 2017, 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 five years effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions, for two additional one year periods. Selected Firm and the University will mutually agree at least 180 days prior to each renewal option whether to renew the terms of this Agreement.

WITNESS

By its Request for Proposal (RFP) TC092717 for Cremation Services dated November 15, 2017, the University requested proposals from firms to provide Cremation Services (the “Goods and Services”). In response to the RFP, Selected Firm submitted a written proposal. The parties, having negotiated concerning the Goods and Services wish to express in this Agreement the basis on which Selected Firm will provide 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 Agreement:

- A. The RFP dated November 15, 2017, including its Attachments 1 and 2;
- B. Agreement Attachment 1, Contractual Provisions;
- D. Agreement Attachment 2, Procedure for Resolution of Contractual Claims;
- E. The Selected Firm's Proposal.

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, the RFP, Agreement Attachment 1, and Agreement Attachment 2 will prevail over all other Agreement documentation.

2. Specific Provisions

These specific provisions are restated here for clarification:

Scope of Goods and Services

A. To include the goods and services as described in the RFP document TC092717.

B. Fees

C. Item	Cost
Cremation services	
Cremation tray	
Transportation from site to vendor, if available	
Cremains container	
Other costs not included above	

F. Invoicing

Selected Firm will submit one original invoice referencing the correct purchase order number to the University’s Accounts Payable Division at this address:

University of Virginia
 Accounts Payable Division
 P. O. Box 400197
 Charlottesville, Virginia 22904-4197

G. Contract Administrator

The individual named below will serve as the Contract Administrator and will be the point of contact at the University for day-to-day operations under this Agreement. Selected Firm will channel all communications through:

Name: ToShun Campbell
 Buyer
 Procurement and Supplier Diversity Services

University of Virginia
1001 Emmett St North
Charlottesville, Virginia 22904
Phone: 434 984 1346
tc8yk@virginia.edu

Selected Firm will not make any commitments or comments, or actions on behalf of the University without the explicit direction of the Contract Administrator. The University reserves the right to change its Contract Administrator, upon notice to Selected Firm.

H. 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 Hill & Wood 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.

ACCEPTANCE

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

For Selected Firm
Firm Name

Eric N. Denby, Director
Procurement and Supplier Diversity Services

Name:
Title

Date

Date

PO# 1882187

Attachment 1

Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311(1) and (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests

The Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Eric N. Denby
Director of Procurement and Supplier Diversity Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 924-6154

If to the Selected Firm:

Name
Title
Selected Firm
Address
City, State, Zip

F. Independent Contractor

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

which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability

The Selected Firm will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace

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

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

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

I. Information Technology Access

All electronic and information technology procured through this Agreement 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 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, this Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. Intellectual Property Rights/Disclosure

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

K. eVA Business To Government Registration

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

L. eVA Transaction Fee

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

M. 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 this 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.

N. Goods and Services

During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University 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.

O. Waiver

No waiver of any right hereunder will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right hereunder will prevent a later exercise of such or any other right.

P. Indemnification

The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of this Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and hold harmless the University (its employees and agents) from and against any such claim.

Q. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

R. Termination

If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University,

does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

S. 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.

T. Right of Audit

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

U. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 2: Procedure for Resolution of Contractual Claims.

V. Insurance

Listed below is the insurance the Selected Firm must maintain as part of this Agreement. In no event will the Selected Firm construe these minimum required limits to be its limit of liability to the University.

Comprehensive Commercial General Liability:

The Selected Firm and any Subcontractor will maintain, at a minimum combined single Limit of Liability for bodily injury and property damage of \$300,000 per person/occurrence, with coverage for premises operations.

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$500,000 per 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."

W. Cooperative Purchasing / Use of Agreement by Third Parties

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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. No modification of the Agreement or execution of a separate agreement is required to

participate; however, the participating entity and the Selected Firm may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm.

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

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

X. Favored Nations

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

Y. 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.

Z. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Its Vendors" and any

subsequent revisions, which is available on Procurement and Supplier Diversity Service's web site at: <https://vascupp.org/hem.pdf>

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

The Selected Firm will identify and fairly consider small, disadvantaged, woman-owned or minority firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under this Agreement.

The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

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

The quarterly SWAM business reports will contain this information:

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

BB. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement, 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 or contractor 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.

CC. Electronic Procurement Clause

The Selected Firm 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 website. 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 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 catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at anytime during the term of this Agreement.

DD. Unauthorized Alien Use.

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

EE. Marketing

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

FF. Future Goods and Services

The University reserves the right to have (Selected Firm) provide additional goods and/or services under the same pricing, terms, and condition. 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.

Attachment 2
Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2006, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

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

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

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

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

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

E. The Selected Firm may appeal the decision to:

Director of Procurement and Supplier Diversity Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

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

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

G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.