Building Materials and Related Supplies

November 19, 2014

Important Dates

Pre-Proposal Questions:
2:00 p.m. - Tuesday, December 8, 2014

Deadline for Receipt of Proposals:
3:00 p.m. – Wednesday, December 17, 2014

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

Request for Proposal (RFP) Name: Building Materials and Related Supplies

RFP Number: #DM111914

Issue Date: November 19, 2014

Brief Description: The University of Virginia and its Facilities Management Department (“the University”) seeks proposals from firms to furnish and deliver various building materials and related supplies (“building materials”) (e.g. lumber, sheet rock, and metal/wood studs/track) on a scheduled or an “as needed” basis to multiple delivery locations throughout University Grounds, for use by internal University Facilities Management forces in building renovation projects. This solicitation will not result in Agreements to perform installation services. The University currently has multiple contracts in place for Electrical, Heating, Ventilating, and Air Conditioning (“HVAC”), general Maintenance Repair and Operations (“MRO”) supplies, and Plumbing.

Preproposal Questions: Any questions concerning this RFP must be sent to the buyer listed below no later than 2:00 p.m., Tuesday, December 8, 2014 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: 3:00 p.m. Wednesday, December 17, 2014Firms will send four hard copies of their proposal, each individually bound, to the address listed in the contact information box below. Additionally, firms will include one complete electronic version of their proposal on a CD-ROM or USB Flash Drive, formatted as Microsoft Word or Excel where applicable that will be received by the University by the proposal deadline. Any proposals submitted in Adobe PDF format may be rejected. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure. A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

Oral Presentations and Negotiations: Are tentatively scheduled for the week of January 12, 2015.

Expected Award Date: February 27, 2015.

Term of Agreement: The term of a resulting Agreement will be for three years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 120 days prior to each renewal period whether to renew the terms of the Agreement.
This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: http://www.procurement.virginia.edu/pagerfp. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 982-5076 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: http://www.procurement.virginia.edu.

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

The Selected Firm will demonstrate flexibility in accommodating new and changing requirements, while providing reliable customer service and proven service performance. The Selected Firm will make assisting the University with its building materials needs a high priority. The University reserves the right to award to different Selected Firms to respectively provide any part of the Goods and Services discussed in this RFP. The University guarantees no amount of business resulting from an Agreement. Changes in Goods and Services with the Selected Firm may be added to or deleted from any Agreement resulting from this solicitation with thirty days’ notice from the University, according to the terms and conditions agreed upon by the University and the Selected Firm.

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

It is the University's intent to enter into an Agreement with the Selected Firm(s) to include those Goods and Delivery Services ("the Goods") necessary to help the University achieve the goals outlined in this RFP. In order to achieve these goals the Selected Firm(s) may be requested to provide the Goods including, but not limited to, those outlined in this RFP. The University reserves the right to award to different Selected Firms to respectively provide any part of the Goods discussed in this RFP and guarantees no amount of business resulting from any Agreement.

The University and its Department of Facilities Management seeks an experienced qualified firm (or firms) to furnish and deliver building materials on a scheduled or "as-needed" basis.

Furnish all, vehicles, equipment, materials/products, and any incidentals necessary to transport and deliver building materials, in accordance with all applicable regulations.

The Selected Firm must meet the following minimum requirements:

1. Deliver a variety of building materials at the best possible price. The University expects Selected Firms to commit to:
   a. Maintaining a readily available inventory of required materials.
   b. Expediting delivery of materials and supplies to specified delivery locations.
   c. Providing technical, administrative, and field support services as needed to assist University departments.
   d. Minimizing or eliminating inventory stock outages on frequently purchased materials.
   e. Providing emergency services to include weekends and holidays.
   f. Providing a cooperative, quick resolution to any problems that occur during the term of any resulting Agreement.
   g. Participating in a continual evaluation process with the University’s Contract Administrator (“CA”) or the University’s designee involved in contract performance.

2. Major delivery locations for the University’s Department of Facilities Management in Charlottesville are:
   a. Facilities Management Material Division Warehouse, 575 Alderman Road.
   b. Old Hospital Loading Dock, 1400 Jefferson Park Avenue.
   c. Main Heating Plant, 1321 Lee Street.

3. Delivery Expectations:
   a. Upon order placement, supply and deliver in-stock products in accordance with delivery expectations of the end-user. Delivery time on any non-stock products will be detailed to the end-user prior to order placement.
   b. Failure of the Selected Firm(s) to deliver in the timeframe indicated may result in the University cancelling any order (or part of any order) without payment to the Selected Firm(s), and without the University being held responsible for any restocking fee or penalty.
   c. Quoted price to include all additional costs/fees associated with product procurement (such as but not limited to: freight/shipping cost, crating fee, eVA transaction fee, processing fee, etc.).
d. The Selected Firm’s vehicles used for delivery to designated locations will comply with all Virginia Department of Transportation (“VDOT”), local, state, and federal regulations.

4. The Selected Firm will be responsible for any and all damages to the buildings or property caused by delivery vehicles and drivers. Any repairs or cleanup services will be at the Selected Firm’s expense to the University’s satisfaction.

5. Ordering Procedures:
   a. Selected Firms will provide delivery service to specified sites on an “as-needed” basis. Orders will be placed using either a University issued Purchase Order ("PO") or the University’s purchasing card.
   b. If materials are backordered, the Selected Firm will provide an estimated time of delivery for those items.
   c. If materials are direct shipped from a supplier, the University’s unique PO must appear on the packing list.
   d. The University reserves the right to independently solicit bids for any items. No specific amount of business or order quantities is guaranteed for any Agreement resulting from this RFP.
   e. Selected Firms will provide the University with a point of contact to coordinate field support and expedite orders, correct order deficiencies, and provide information on overdue orders.

6. Ensure all equipment and materials comply with all applicable codes and industry standards related to the equipment and/or materials. The University will not be responsible for the loss or damage of the Selected Firm’s equipment, materials, supplies, and/or tools.

7. The University’s Department of Facilities Management will be the primary end user of these materials and delivery services, however, other departments at the University may utilize and purchase from Selected Firms.

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 assist the University to meet its goals in establishing an Agreement with a firm having a proven track record in supplying building materials and related supplies on a scheduled or “as needed” basis on time as described in Section B, Scope of Goods and Services;
2. The firm’s relevant experience, qualifications, and success in providing Goods and Delivery Services outlined in this RFP, to include the firm’s references from clients, which are comparable to the University;
3. The firm’s financial proposal including but not limited to discounts, service charges, and other charges;
4. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
5. Any other factors relevant to the firm’s capacity and willingness to satisfy the University; and
6. 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
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 in their proposal:

1. Goods and Services
   a. Describe the firm's detailed plan for ordering, transporting, delivery, and invoicing of building materials to include at a minimum:
      i. Availability of inventory the firm has to provide and deliver building materials on a scheduled or “as needed” basis to the University’s designated delivery locations.
      ii. How the Selected Firm will ship/transport building materials to the University’s designated delivery locations.
      iii. Any equipment needed by the University for its Firm to provide delivery of building materials (e.g. forklift, loading dock) to the University’s designated delivery locations.
   b. Provide a narrative on how the firm will work with the University’s Department of Facilities Management to provide building materials on a scheduled or “as needed” basis to include natural disasters, emergencies, and unforeseen events, such as vehicle breakdowns, delays due to accidents, etc.
   c. Provide your firm’s normal and emergency delivery hours.
   d. The estimated ship/delivery date of the building materials from the time of the order placement (e.g. same/next business day after order).
   e. Provide a listing of any additional products the firm would be able to supply the University.

2. Firm Information, Personnel, References:
   a. Provide a brief history of the firm and its experience in providing building materials on a scheduled or an “as needed” basis.
   b. Provide information on those individuals assigned to work with the University including a description of its experience in providing and delivering building materials. Specifically identify the name and contact information for the individual assigned to act as the coordinator for both the firm’s proposal and any subsequent responses required of the firm as a part of the RFP process.
   c. The Selected Firm will be licensed and insured to provide the Goods and Delivery Services to the University.
d. Provide a list of all of the firm’s clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.
e. Provide a list of institutions of higher education with which the firm has signed a term contract.
f. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
   b. Length of service at the account
   c. Reason for the loss

g. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at https://vascupp.org.
h. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.

3. Financial Proposal
   a. Describe the fees that will be charged for the goods and services. **The University cannot accept any pricing based on a “Cost-Plus a Percentage of Cost basis”**. Include any additional discounts available for early payment of invoices.
   b. Detail the types of discount percentages provided to the University (e.g. Retail - fixed percentage off marked price at Point of Sale (“POS”). Wholesale – fixed percentage off of catalog pricing by Product Category).
   c. Provide any additional volume discounts based on total annual purchases and/or large project purchases.
   d. Explain your firm’s process for returns and/or restocking process.
   e. State the firm's willingness and ability to expand providing building materials to other VASCUPP institutions.
   f. Provide the following fee details:
      i. When or how often do fee increases and/or escalation rates occur?
      ii. What is the firm’s plan for dealing with fee increases and/or escalation rates?
   g. The University may procure additional Goods/Products from The Selected Firm throughout the term of the Agreement as a result of this RFP. The exact pricing of these Goods/Products will be determined at the time of purchase and be provided under Most Favored Nations Pricing, identified in Attachment 2, Preferred Contractual Provisions, Section M., Favored Nations.
   h. Describe how the University will benefit from cost savings by accepting the firm's proposal to provide building materials to the University’s Department of Facilities Management.
   i. State the firm’s agreement to receive payments electronically via Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. Prior to contract award, the Selected Firm will be required to contact University Procurement and Supplier Diversity Services’ Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].
   j. Complete and return the information requested in Attachment 5, Firm Information.

4. Contractual Arrangements
   a. Provide the University with any form or contract the University may be requested to sign.
   b. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
c. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.

d. Provide a written statement with the firm's proposal that its principals or legal counsel have reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agree that these provisions will become a part of any final agreement.

e. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

E. TERMS AND CONDITIONS

This solicitation and any subsequent award are 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/

F. OTHER INFORMATION

1. Oral Presentations and Negotiations:
   An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Oral presentations and negotiations are tentatively scheduled for Wednesday, January 13, and Thursday, January 14, 2015 as needed.

2. Communications between the University and the firms regarding This RFP:
   a. Informal Communications
      From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:
      i. Requests from the firms to any department at the University, with the exception of Procurement Services for information, comments, speculation, etc.; and
ii. Requests from any department at the University, or any employee of the
University, with the exception of Procurement Services for information,
comments, speculation, etc.

b. Formal Communications
From the date of receipt of this Request for Proposal by each firm until a binding
contractual agreement exists with the Selected Firm and all other firms have been
notified, or when the University rejects all proposals, all communications between
the University and the firms will be formal, or as provided for in this Request for
Proposal, or as requested by Procurement Services. Formal communications will
include but not be limited to:

i. Preproposal Conference
ii. Oral presentations
iii. 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.

3. 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.

4. Provisions Deemed Included in the Proposal
The University will consider each proposal to include not only the matters expressly stated
in the proposal as requested in Section D, Contents of the Proposal, but also other
provisions which consist of two different types: those which are "mandatory" and cannot
be changed by a firm in its proposal; and those which are "preferred" by the University, but
which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the
same basic contractual terms. The University encourages any firm which feels that a
mandatory provision is unreasonable to contact the University before proposals are due so
the University can consider amending the provision. The University includes preferred
provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

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.

i. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section A, Proposal Due Date.

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

b. 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:

i. 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

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

5. Rejection of Proposals
The University reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm exists, or when the University rejects all proposals.

NOTE: Virginia Freedom of Information Act
Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.
IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.
Attachment 1

Mandatory Contractual Provisions

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

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

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

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

E. Notices
   Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by facsimile, when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or on the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time) on a business day or on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.
   If to the University:
   Eric N. Denby
   Director of Procurement and Supplier Diversity Services
   Carruthers Hall
   University of Virginia
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202
   Fax: (434) 982-2690
If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at the
Selected Firm's address indicated in such proposal, or to such other person or address as either
may designate for itself in writing and provide to the other.

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

G. Workers' Compensation and Employers' Liability
The Selected Firm will (i) maintain Employers Liability coverage of at least $500,000 and (ii)
comply with all federal or state laws and regulations pertaining to Workers' Compensation
Requirements for insured or self-insured programs.

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

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

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

I. eVA Business to Government Registration
The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, is the
Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the
gateway for firms to conduct business with state agencies and public bodies. All agencies and
public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in
the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The
Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award
being made.
J. eVA Transaction Fee
The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA firm and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

K. Proper Licensing to operate any vehicles utilized by the Selected Firm.

L. Unauthorized Alien Use.
The Selected Firm warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.
Attachment 2
Preferred Contractual Provisions

A. Goods and Services
During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement
The term of this Agreement will be for three years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 120 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator
The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for Day-to-day Operations but cannot approve amendments to the Agreement or price changes.

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

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

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

G. Termination
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.
I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that theSelected Firm perform self-audits within reasonable parameters established by the University.

J. Contractual Claims
This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

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

Commercial General Liability:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $3,000,000 aggregate limit with coverage for the following:

- [X] Premises/Operations
- [X] Products/Completed Operations
- [X] Contractual
- [X] Additional Insured*
- [X] Personal Injury

Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with the following coverage for vehicles operated by its employees.

- [X] Any Automobile
- [X] Owned and Non-Owned Automobiles

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

Participation in this cooperative procurement is strictly voluntary. If authorized by The Selected Firm, the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with The Selected Firm and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Agreement or execution of a separate agreement is required to participate; however, the participating entity and The Selected Firm may modify the terms and conditions of this Agreement to accommodate specific governing laws, regulations, polices, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and The Selected Firm.

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

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

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

N. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

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

P. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter,
specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

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

The quarterly SWAM business reports will contain this information:

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

The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contains the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the “Purchasing Manual for Institutions of Higher Education and their Selected Firms.”

Q. Payment Terms
The Selected Firm may indicate payment terms of less than 45 days so long as those terms also contain a cash discount for early payment. For example: “1.25% 20/Net 30” would correspond to a 1.25% discount if paid in 20 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 45 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

The Selected Firm agrees to receive payments electronically and provide any additional discounts that may result from paying electronically. The firm will contact the University’s Payment Processor Specialist group in Procurement and Supplier Diversity Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email: uva-prs-boa@virginia.edu]. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

R. 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.
S. Future Goods and Services
The University reserves the right to have the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

T. Ordering Procedures
The University does not place verbal orders for the Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Selected Firm’s provision of the Goods and Services. Accordingly, at the University’s request, the Selected Firm will issue a proposal/quotation listing the Goods and Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize the Selected Firm to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
Attachment 3
Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

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

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

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

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

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

E. The Selected Firm may appeal the decision to:
   Director of Procurement and Supplier Diversity Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia 22904-4202

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

F. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and the Selected Firm mutually agree.
G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

H. Nothing in this Attachment 3 will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement; provided, the Selected Firm may not file such claim unless and until it has complied fully with the procedure set forth in this Attachment 3.
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 Selected Firms, 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**

**Firm Information**

<table>
<thead>
<tr>
<th><strong>Full Legal Name</strong> (Company name as it appears with its Federal Taxpayer Number):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
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</table>

| **Telephone Number**: | **FAX Number**: |
| Web Address: |
| Email Address: |

| **DUNS Number**: |

| **SWAM Information**: |
| Is the firm certified with the Commonwealth of Virginia’s Department of Small Business and Supplier Diversity, (SBSD): | ☐ Yes ☐ No |

| Minority-Owned Business: | ☐ Yes ☐ No |
| Women-Owned Business: | ☐ Yes ☐ No |
| Small-Owned Business: | ☐ Yes ☐ No |

| Is the firm registered as a Selected Firm in the Commonwealth of Virginia’s e-procurement system (eVA)? | ☐ Yes ☐ No |

| **Point of Contact for this Proposal:** |
| Name: |
| Address: |

| Office No. | Mobile No. | FAX No. |
| Email Address: | 23 |