Request for Proposal

Box Office Ticketing Software

September 10, 2008

A VASCUPP Member Institution
Issued by
Procurement Services
Box Office Ticketing Software
Request for Proposal #MW091008
September 10, 2008

Table of Contents

I. Overview of the RFP Process.................................................................2
II. Background Discussion and Goals of the University..............................3
III. Scope of Goods and Services...............................................................5
IV. Basis of Selection ...........................................................................12
V. Contents of the Proposal ..................................................................13
VI. Information about this RFP
    A. Procurement Schedule.................................................................19
    B. Issuance of RFP and Questions ..................................................20
    C. Preproposal Conference .............................................................20
    D. Proposal Deadline .....................................................................21
    E. Oral Presentations and Negotiations ............................................21
    F. Communications .........................................................................21
    G. Formation of the Agreement with the Selected Firm ..................22
    H. Provisions Deemed Included in the Proposal .............................23
    I. Rejection of Proposals .................................................................25
    J. Virginia Freedom of Information Act .........................................25

Attachment 1 - Mandatory Contractual Provisions ..................................26
Attachment 2 - Preferred Contractual Provisions .....................................32
Attachment 3 - Procedure for Resolution of Contractual Claims ............43
Attachment 4 - Executive VP and COO’s Request for Commitment ..........45
This Request for Proposal (RFP) has been posted on Procurement 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/main/publicpostings/RFP.html. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement Services web site: http://www.procurement.virginia.edu/main/

I. Overview of the RFP Process

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

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

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement
activities. The Commonwealth and the University encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

Thomas Jefferson founded the University of Virginia in 1819 as a world-class institution of higher learning. Jefferson’s spirit lives on - not only in his Rotunda and Academical Village, which remain treasures of American architecture, but in the University’s standing in education, research, and community service.

Over 20,250 students attend the University, working within a true meritocracy and by an Honor Code unique among American universities. Students are exposed to a wide spectrum of disciplines - from arts and athletics to humanities and technology. They also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University has a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Almost 12,000 permanent faculty and staff also serve both the local and national community through the University’s invaluable research, a hospital ranked among the nations finest, and graduates who have consistently been among the forefront of America’s shapers.

The arts are an integral part of the University’s liberal arts education. Academic courses are provided in the history and theory of Drama, Music, and Film. The University’s Music Department offers a wide variety of vocal and instrumental performance groups. The University’s Drama Department presents fully designed and staged productions of classic and contemporary plays and musicals and hosts the Heritage Theatre Festival, which performs a popular summer stock program through June to August. The
University’s Media Studies Department hosts the Virginia Film Festival and the Virginia Film Society, where students have access to panels, discussions, and screenings by an international roster of filmmakers and artists.

In addition to serving the student population, the programs also serve the larger Charlottesville/Albemarle County community. Competition for the time and money of this constituency has grown with the opening in the past few years of three major venues which present performing arts events: the Charlottesville Pavilion, the Paramount Theatre, and the University’s own John Paul Jones Arena. All of these venues offer online ticketing 24 hours a day.

Each of the following University art programs currently operates a separate box office. The Drama Department and Heritage Theatre Festival use a manual hard-ticket system. The Department of Music’s computerized system uses outdated software with no online sales ability. The Virginia Film Festival offers online ticket sales using a customized merchandise web site module; orders are then filled manually from a hard-ticket inventory. Patron records from these different box offices are held separately and in a variety of formats.

Without immediate action taken to develop and implement modern computerized box office operations throughout the University’s arts departments, many of the arts production programs at the University may simply cease to exist. The patrons for the arts at the University are aging rapidly as local entertainment venues attract a much younger audience by offering more convenient and efficient access to their events through online ticketing. The arts at the University are largely stringing along the patrons that are used to an out-of-date ticket ordering method. To be competitive in this increasingly Internet dependent market, the arts at the University simply must offer online ticketing.

In addition to being competitive in the local market, a box office ticketing software system with integrated online ticketing would allow the University to:
• Provide world-class customer service and increase ticket sales by offering real-time online ticket sales with real-time inventory updates
• Increase efficiency and quality as well as reduce operating costs of each department’s box office
• Offer the patron the convenient option to purchase tickets from home without having to tackle the many parking obstacles surrounding several arts venues
• Collect full audience data on every ticket buyer
• Target a younger audience by developing web-based promotions that offer the public the opportunity to take immediate action to buy their tickets 24 hours a day

Over time, the University will strive to be able to:
• Develop a more informed ticket pricing structure based on audience trends as well as production costs and competitors’ prices
• Use and analyze the audience data collected to encourage repeat ticket buying, research and target new audience groups, and develop e-marketing initiatives
• Use and analyze the audience data collected to develop frequent and high-dollar ticket buyers into annual donors
• Begin surveying and collecting demographic information about current patrons which will not only help the University understand and thus grow its audiences but also help better explain who the audience is when soliciting corporate sponsorship
• Facilitate cross-departmental marketing by tracking the attendance trends of the patrons
• Research the potential of offering the box office ticketing software system to other University departments and groups

III. Scope of Goods and Services

It is the University’s intent to enter into an Agreement with the Selected Firm for a University hosted BOTS system that allows for the University to have full data ownership and full control over convenience/customer fees. In order to achieve these
goals the Selected Firm may be requested to provide those goods and services outlined in this section.

A. Software Requirements

The software should provide the following features:

1. Venue and Event Building and Maintenance
   a. Create and edit house plans
   b. Create customer/user friendly graphic/visual representation of seating
   c. Create and attach seasons, events, and performances to house plans
   d. Edit and delete seasons, events, and performances
   e. Create and edit patron and user information on seasons, events, and performances
   f. Generate unique searchable codes for each season, event, and performance
   g. Generate tags and interest codes for each season, event, and performance
   h. Permit general admission seating for any season, event, and performance
   i. Permit reserved seating for any season, event, and performance
   j. Permit any combination of reserved and general admission seating for each of the above
   k. Permit re-pricing seats when on sale
   l. Display and edit obstructed view seats
   m. Mouse over seats and see customer names on back end
   n. Archive seasons, events, and performances
   o. Ticket design customization functionality, with the ability to include graphics, logos, etc.

2. Online Functionality
   a. Online sales on a centralized umbrella home page (Arts at The University), as well as via individual event filtered gateways for
the different performance organizations (music, film, theatre, etc).

The functionality should be the same throughout.

b. Generate log-in accounts for all online sales
c. Full skin-styling functionality throughout
d. Full technical and financial compliance throughout
e. Include all selling functionality as listed below (Section D)

3. Selling Functionality/Customer Facing

All features to be available by phone, Internet, and in-person

a. Generate a unique patron ID
b. Attached patron ID to Internet log-in account
c. Generate a unique transaction ID
d. Attach multiple patron IDs to single customer account
e. Sell single and group tickets for all shows
f. Permit selection of preferred seating and dates
g. Permit purchase by cash, check, and credit card
h. Sell general admission subscriptions
i. Permit select-your-own-seat for series, events or performances by subscription online
j. Sell renewal of subscription seats year to year
k. Permit operator-only selection of seat for subscribers
l. Sell concessionary or promotional discounts
m. Sell passes (for Film Festival)
n. Update customer account information online
o. Allow and track donations to multiple programs/departments
p. Sign up for one or many mailing lists
q. Purchase gift certificates
r. Purchase merchandise
s. Pay for tickets using gift certificates and discount codes. Also, these gift certificates and discount codes are department specific.
t. Bookmark/save shows for future purchases
u. Email an event to a friend
v. Register for a conference
w. Print barcode readable tickets
x. Display personalized event recommendations based on buying history, browsing history, tags, and interest codes

4. Ticketing Maintenance
   a. Unique clerk and manager accounts
   b. Flexible clerk, manager and user permissions to include:
      1) Sell comps
      2) Sell house seats
      3) Sell only events today or later
      4) Sell only today’s events
      5) Sell single tickets
      6) Sell season packages
      7) Sell special price tickets
      8) Sell tickets with quick sale
      9) Sell cancel a sale
     10) Sell exchange a performance
     11) Sell exchange a seat
     12) Sell print tickets
     13) Edit seating plans
     14) Batch print tickets for mailing and will-call
     15) Sell hold seats for sale and ability to release seats
     16) Permit concessionary or promotional discounts to be applied to any seat or price band
     17) Turn on/off passwords
     18) Change passwords
     19) View passwords
     20) View operator’s screen
     21) Create new operator account
     22) Delete operator account
     23) Set permissions for operator accounts
24) Turn on/off sales for an event by operator code
25) Turn on/off web sales for an event
26) Specify access to ticket types
27) Generate operator history with date range
28) Generate comprehensive seat history (including changes in unsold status) with date range
29) Generate patron transaction history with date range
30) Specify which events require clerks to collect customer data
31) Attach publicity source to customer record
32) Edit database information
33) Delete database information
34) Specify access to database segmentation
35) Copy database information
36) Create and edit event codes & tags

5. Marketing and Financial Reporting Suite
   a. Daily cash sales
   b. Daily cash sales by operator code
   c. Sales by type (Internet, mail, phone, in-person)
   d. Sales by payment method (credit card, cash, check)
   e. Credit card sales break down (Visa, Amex, Discover, MasterCard)
   f. Gifts/donations
   g. Comp reports by operator code
   h. Tickets issued
   i. Transactions breakdown by discount code
   j. Transactions by event
   k. Transactions by season
   l. Transactions by date range
   m. Postal code analysis by event/season/date
   n. Interest code crossover
   o. Customer records by event/season/date range
p. First time purchasers by date range/event/season/discount code
q. Provide a report that lists previous season seat locations for season subscribers
r. Track multiple tickets per transaction
s. Track multiple transactions by date range
t. Flexible customer data search and reporting parameters to include:
   1) Date range
   2) Operator range
   3) Event
   4) Event type
   5) Payment type
   6) Seat
   7) Discount code
   8) All patron personal data fields singly or in any combination
   9) Subscriber or single ticket buyer
   10) Web sales and non-web sales
   11) Chronological order
   12) Fully compatible database download formats for mail outs/data cleaning, etc.

6. Online Complimentary Tickets
   a. Ability to reserve one complimentary ticket per specific event online.
   b. Restrictions on the number of complimentary tickets available to each specific event online.
   c. Restrictions on the delivery options for complimentary tickets online.
   d. Events with complimentary tickets easily identifiable online.
   e. Ability to remove the option of complimentary tickets online the day of the event or once the allocation of complimentary tickets is exhausted.
f. Ability to release complimentary tickets individually or in large groups.

7. Other Capabilities
   a. Barcode scanning
   b. Print at home
   c. Purchasing parking passes

8. Compliances
   a. Payment Card Industry (PCI) compliance required
   b. Ability to utilize the University’s current credit card transaction system preferred
   c. Deposits from online sales within 24 hours

9. Data Migration
   Full migration of all customer data and fields from pre-existing manual and computerized databases

B. Hardware Requirements
   At the University’s option, the Selected Firm will provide the hardware necessary to run and maintain the BOTS system.

C. Implementation Services
   The Selected Firm may be requested to provide implementation services from the award date through a stabilization period of two months of successful operation of the BOTS system.

D. Training
   The University, at its option, may require assistance from the Selected Firm to provide and support initial and ongoing training.

E. Customer Support/Maintenance/Warranties
   The Selected Firm should provide, at a minimum, the following:
1. Customer support on an unlimited email basis, with phone support when needed
2. Software maintenance (including patches and upgrades).
3. Technical support during the first year of operation and as part of any resulting maintenance agreement
4. Access to new features/enhancements
5. A defect reporting system
6. A one-year warranty on the BOTS

IV. Basis of Selection

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

A. The firm's plan to assist the University to meet its goals for a box office ticketing software system as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;

B. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;

C. The firm's references from institutions of higher education, arts organizations, and clients which are comparable to the University;

D. The firm's financial proposal including but not limited to discounts, service charges, and other charges;

E. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;

F. The contractual terms that would govern the relationship between the University and the Selected Firm;

G. The firm’s plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. In evaluating the firm’s proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion, and
H. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

V. Contents of the Proposal

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content, and should be organized in the order in which the requirements are presented in the RFP, addressing each paragraph and subparagraph. Firms should provide the following information:

A. Goods and Services

1. Software

Describe in detail the firm’s product(s) including all features, functions, and services. All requirements listed in Section III, Scope of Goods and Services should be addressed.

2. Hardware

Identify the hardware and desktop requirements necessary to run and maintain the BOTS system. Include options for installing the software and options for creating the online user interface on the University’s equipment

3. Implementation

Provide a plan of operation to achieve the objectives set forth in Section II, Background Information and Goals of the University and Section III, Scope of Goods and Services. This plan should detail activities from the start of system implementation through a stabilization period of two months of successful operation of the system and should include the following:

a. Timeline
b. Task list
c. Task list due dates
d. Assigned responsibilities
e. Contingent events
f. Information requests
g. The average lead-time for installation of the software from the
time the agreement is signed through full implementation of the
software and acceptance
h. Describe how the firm plans to install the software
i. Describe the firm’s plan for those services necessary to ensure a
seamless transition from existing systems to the new BOTS system
j. Describe the plan for implementation services, indicating the
firm’s proposal to effectively mentor and provide knowledge
transfer on the BOTS system.

4. Training — Identify the following:
a. The initial and ongoing training provided and detail any
recommended training
b. The necessary skills, knowledge, and abilities needed to implement
the software
c. The level of support available after the University has achieved
self-operation capability
d. Technical reference manuals and contextual help that will be
provided

5. Customer Support/Maintenance/Warranties — Identify the following:
a. The firm’s customer support capabilities, including hours of
operation, applicable charges, and methods of support.
b. Software maintenance
c. Technical support during the 1st year and as a part of any resulting
maintenance agreement
d. Options for the introduction of new features/enhancements
e. The firm’s system for defect reporting
f. Warranty
B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in box office ticketing software systems.

2. Provide information on those individuals assigned to work with the University including a description of their experience in the following areas (as appropriate):
   a. Hardware and technical support
   b. Professional services
   c. Training.

3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. Include the name of the firm/organization, the complete mailing address, and the name of the contact person and their telephone number/email address. The University may contact and/or visit any of these accounts.

4. 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

5. A copy of the firm's most recent audited financial statements.

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

The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University’s 2007 SWAM plan spend goal for firms certified by DMBE is:

<table>
<thead>
<tr>
<th>Enterprise Type</th>
<th>Goal %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Enterprises</td>
<td>4.0%</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>5.0%</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>31.0%</td>
</tr>
</tbody>
</table>

This goal does not allow for "set aside" purchases. SWAM firms must compete equally with majority firms and be able to provide the University with quality goods and services at competitive prices. To view the University’s current
quarterly achievements, click here (Current SWAM Report). As this report shows, the University is in need of assistance in the Minority-owned and Women-owned categories. Please tailor your firm’s SWAM plan to assist the University in meeting its goal.

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

The Commonwealth’s definitions are:

- **Minority-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.

- **Minority Individual** means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
• "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

• "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

• "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

• "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

• **Small Business Enterprise** means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.

• **Woman-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
If the firm is not a SWAM firm, describe the firm’s partnering relationships with SWAM firms and how it plans to support the University’s goal to increase business annually by 5% with these firms in accordance with Attachment 4, Executive VP and COO’s Request for Commitment letter.

D. Financial Proposal

1. Describe any and all fees and expenses that the firm proposes to charge the University for the Goods and Services. Ensure that all fees and expenses associated with the provision of the Goods and Services are delineated. Please include, as a minimum, the following:
   a. Licensing costs
   b. Annual maintenance costs for the life of the contract
   c. Planned upgrade cycle for the software and the costs associated with each upgrade
   d. Training costs including installation, education, and travel costs, if applicable
   e. Transition costs to move existing information into the new BOTS system
   f. Other costs for support outside of the initial scope of services, e.g. University specific enhancements or customizations.

2. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.

3. Payment terms for the project. Include the anticipated amount the University may withhold to guarantee that the box office ticketing software system implementation has been performed successfully and the desired End State achieved.

4. Describe the cost savings the University will realize over standard commercial pricing by accepting the firm's cost proposal.

5. State the firm's willingness to enroll in the Bank of America’s Credit Card process (ePayables) so that payments are made electronically.
E. Contractual Arrangements

1. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.

2. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.

3. Provide the University with any form or contract the University may be requested to sign.

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

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

6. Provide the amount of annual sales (if any) the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at http://www.vcu.edu/procurement/coopcon.htm

F. Other Information

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

VI. Information about this RFP

A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones. This schedule is subject to change.

Issue Date of RFP: September 10, 2008
Preproposal Conference: September 23, 2008
Deadline for Receipt of Proposals: October 9, 2008
Oral Presentations: November 5 – 7, 2008
Negotiations: December 2 – 3, 2008
Contract Award: January 29, 2008
B. Issuance of RFP and Questions

The Issuing Office for this RFP is:

Procurement Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia  22904-4202

**NOTE: If RFP proposal is sent U. S. Postal Service use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

Attention:    Michael Warlick, Senior Buyer
Telephone: (434) 924-8918
Fax :      (434) 982-2690
TDD:     (434) 982-HEAR
Email:    warlick@virginia.edu

Any questions concerning this RFP will be directed to Michael Warlick as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or swam@virginia.edu. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference

A conference for firms receiving this RFP will be held on Tuesday, September 23, 2008, 10:00 a.m. EDT in Carruthers Hall Conference Room E, Charlottesville, Virginia (map viewed at this web site: http://www.virginia.edu/Map/).

Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.
Firms planning to attend the Preproposal Conference should notify Rebecca Sims either by email (pur-rfp@virginia.edu) or telephone (434-924-1346), no later than 3:00 p.m. EDT on Friday, September 19, 2008 of the names, titles, and phone numbers of the individuals who will attend.

D. Proposal Deadline

All proposals must be received at the Issuing Office by 3:00 p.m. EDT, Thursday, October 9, 2008. Seven copies of each proposal must be provided in individual, bound volumes. Firms must also include an electronic copy of the proposal on a CD-ROM, excluding any pre-printed materials such as financial statements. The electronic copy should be formatted as a Microsoft Word document.

E. Oral Presentations and Negotiations

An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Oral presentations are tentatively scheduled for November 5 – 7, 2008. Negotiations with two or more firms may be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are tentatively scheduled for December 2 – 3, 2008.

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

Informal Communications

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

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

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm
All proposals received will be carefully evaluated by the University. The University will then select two or more firms deemed to be fully qualified and best suited among those submitting proposals, on the basis of evaluation criteria described in this RFP. The University will then conduct negotiations with each of these firms. After negotiations have been conducted, the University will select the firm which, in its opinion, has made the best proposal. The University will award the agreement to the Selected Firm by either of these methods:
1. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal
submitted in response to it and/or any addenda submitted during the negotiation process; or

2. Execute a mutually satisfactory written agreement based on this RFP, the proposal submitted, and the negotiations concerning these.

3. 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 firm.

Because the University may use alternative (1) 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.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal

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

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

1. **Mandatory Provisions**

   Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

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

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

2. **Preferred Provisions**

   Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

   a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and

   b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.
I. Rejection of Proposals
The University reserves the right to reject any or all proposals received.
Nonacceptance of a firm's proposal will mean that one or more proposals were
deemed more advantageous to the University or that all proposals were rejected.
Firms whose proposals are not accepted will be notified after a binding
contractual agreement between the University and the Selected Firm exists, or
when the University rejects all proposals.

J. Virginia Freedom of Information Act
Except as provided below, once an award is announced, all proposals submitted in
response to this RFP will be open to the inspection of any interested person, firm
or corporation, in accordance with the Virginia Freedom of Information Act.
Trade secrets or proprietary information submitted by firms as part of its proposal
will not be subject to public disclosure under the Virginia Freedom of Information
Act; however, the firm must invoke the protections of this section prior to or upon
submission of its proposal, and must identify the specific data or other materials
to be protected and state the reasons why protection is necessary. Firms may not
request that its entire proposal be treated as proprietary information.
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 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 Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 924-6154

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
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 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. Information Technology Access Act

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

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

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

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

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.
If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

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

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

L. Contractor License Requirements
State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the University or VASCUPP member institution.
M. Unauthorized Alien Use.

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

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

B. 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.

C. 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.

D. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their 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.
E. **Governing Law**  
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

F. **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.

G. **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.

H. **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 five 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.

I. **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.
J. **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 their 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 with coverage for the following coverage:

- **Premises/Operations**
- **Personal Injury**
- **Additional Insured**
- **Contractual**
- **Products/Completed 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 $1,000,000 per occurrence with the following coverage for vehicles operated by their employees:

- **Any Automobile**
- **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."
H. Use of Agreement by Third Parties

It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body, 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 at fees in accordance with the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by 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 this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

I. 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.
J. 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 Services.

K. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available on Procurement Services web site at: http://www.virginia.edu/procurement/about/PurchasingManual.html

L. 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:

Nancy Noblette
Administrative Assistant to the Director of Procurement Services
E-mail: nnn9g@virginia.edu

The quarterly SWAM business reports will contain this information:

- SWAM firm’s name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University’s account.
The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 4.M. of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

M. Intellectual Property Rights/Disclosure

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

N. Electronic Procurement Clause

If requested by the University, 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 to develop and maintain a delivery performance standard and provide annual reports on such performance.
• 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.

Q. Payment Terms
The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: “5% 15/Net 30” would correspond to a 5% discount if paid in 15 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 Accounts Payable, 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 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

R. Future Goods and Services
The University reserves the right to have the Selected Firm provide additional Goods and Services under the same favored nations pricing, terms, and conditions across the
Selected Firm’s product and service line. Such additional Goods and Services may include Goods and 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 most favored nations pricing, terms, and conditions.

S. **Project Manager**

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

In the event that the Project Manager or any other individual responsible for the University’s account, is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner as determined by the University’s Contract Administrator, Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Services to the University. The University reserves the right to approve the replacement, or to cancel the Agreement. If a proposed replacement is accepted by the University, the replacement will provide the Services at rates no higher than the rates of the original individual and in accordance with all terms and conditions specified in this Agreement.

T. **Training Material**

The Selected Firm, at no charge, will supply the University for the University’s own use, with all material used by the Selected Firm when providing training services, including the training database.

U. **System Acceptance**

“System Acceptance” will encompass testing and observation of the fully functional and operational System. The University’s Contract Administrator will determine if the
System specifications have been met, shortly after installation and integration of the System. Warranty will begin as of the date of System Acceptance. In the event that the University does not accept the System, the University may elect to require the Selected Firm to provide a replacement System or terminate the Agreement.

The University’s Contract Administrator will be the sole representative of the University and will have sole authority to act on the University’s behalf with regard to System Acceptance; provided; however, that in the event of a dispute regarding any material aspect of System Acceptance unable to be resolved by the University’s Contract Administrator, then the procedures in Attachment 3, Procedure for Resolution of Contractual Claims will be followed.

V. Escrow
The Selected Firm, at its own expense, will deposit within 30 days of the Effective Date (and regularly update such deposit) a complete copy of the Application Software and source code with an escrow agent, which will be released to the University upon the occurrence of a “Bankruptcy Event”. A Bankruptcy Event will mean the Selected Firm (a) ceases the active conduct of its business, (b) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute which is not dismissed within 90 days, (c) becomes subject to direct control by a trustee, receiver or similar authority, or (d) has wound up or liquidated its business, voluntarily or otherwise. Upon receipt of written notice from the University to the Selected Firm of the occurrence of a Bankruptcy Event and a request for the release of the escrow materials, the escrow agent will be authorized by the Selected Firm to release the escrow materials to the University.

W. Current or Pending Litigation
The Selected Firm warrants that the University has been supplied with an accurate list of all current or pending litigation in which the firm is involved, and acknowledges its obligation to supplement that list by notifying the University of litigation that subsequently arises.
X. Payment Card Industry (PCI) Compliance

The Selected Firm may accept credit card payments from third parties (i.e. students, parents, etc) for the Goods and Services described in this Agreement. The Selected Firm acknowledges and agrees that it is responsible for the security of any cardholder data that it processes, transmits or stores, and warrants that The Selected Firm is, and will remain at all times during the term of this Agreement (and any subsequent renewal periods), in compliance with the PCI DSS [Payment Card Industry (PCI) Data Security Standard (DSS), a copy of which is available at: https://www.pcisecuritystandards.org/index.htm].

The Selected Firm will take all necessary steps to ensure such compliance; such as, but not limited to, no cardholder or magnetic stripe information will be stored in a database or internet storage device or space; only truncated card information will be provided on the sales slip provided to the cardholder; all merchant sales slip copies will be physically protected against unauthorized access; any media device storing cardholder information (e.g. wireless terminal) will be physically protected against loss, theft or unauthorized access; and hardcopy cardholder data will be destroyed before physically disposed of.

The Selected Firm will maintain appropriate documentation of: (1) their processing level (Level 1 -4) including certification of compliance and certification of compliance for all point-of-sale software or internal processing systems that they may employ; and (2) completed Quarterly Network Scans of all outwardly facing IP addresses (as defined in PCI DSS) for those firms required to perform such scans. The Selected Firm further agrees to use only credit card service providers that are PCI DSS compliant for credit card processing.
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 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 Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement 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 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 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 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 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 Services will contact the Selected Firm and arrange such discussion. The
   manner of conducting such discussion will be as the Director of Procurement Services
   and the Selected Firm mutually agree.

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

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

We conduct substantial business with small firms. We have been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

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. 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,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer

LWS:dr