Bucket Truck
Request for Proposal #FF013107
January 31, 2007

This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. It is the firm’s responsibility to ensure that the entire RFP and associated links, in its latest version, is reviewed prior to due date of a proposal. To receive a hard copy of the RFP or addenda, please contact Becky Sims, Contracts Administrator, at (434) 924.1346 or email pur-rfp@virginia.edu. For questions about the content of the RFP, contact the buyer listed in Section VI, Proposal Deadline. Additional information can be found on Procurement Services web site: http://www.procurement.virginia.edu/main/

The University of Virginia (the “University”) seeks a qualified firm to provide a Bucket Truck.

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, 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.

I. Background Information

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson’s spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University’s standing as a leader in education, research, and community service.

The over 19,850 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 11,600 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and graduates who have consistently been among the forefront of our
nation’s shapers. At the University, our bright future is the direct result of our great history.

II. Scope of Services

It is the University's intent to issue a Purchase Order to the Selected Firm for those services (“Services”) necessary to help the University achieve its goals as outlined in this RFP.

The following specification is to set forth as the general requirements for a 35 foot to bottom of platform, hydraulic operated, telescopic aerial device equipped with single platform and with a steel line service body (“Aerial Device”) mounted and the specified cab/chassis (“Bucket Truck”). If any Firm wishes to propose alternate equipment or to offer alternatives to the specifications as set forth, this must be so stated in the Firm’s proposal.

This Aerial Device will be to the manufacturer’s standard. It will be equipped with the manufacturer’s equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories will be removed or omitted for the reason that it was not specified in the RFP. These insulated aerial device requirements will also include an insulated lower arm insert, insulated telescopic upper boom and a dielectrically tested insulated control handle, with upper control isolation system at the boom tip, offering an additional layer of secondary dielectric protection for the operator.

The Selected Firm will provide these Services:

A. General Specifications:
   1. Bucket Truck, including Aerial Device, built in accordance to these standard specifications and to include the following features:
      a. Ground to Bottom of Platform Height: minimum 35.8 feet at 11.3 feet from centerline of rotation (10.9 m at 3.4 m)
      b. Working Height – minimum 40.8 feet (12.4 m)
      c. Maximum Reach to Edge of Platform: 28.3 feet at 12.7 foot platform height (8.6 m at 3.9 m)
      d. Pedestal: Post type pedestal design with large service openings. Pedestal consists of fixture-welded steel tubing 10.75-inch (273 mm) diameter. The 1.0-inch (25.4 mm) top plate of the pedestal is machined after welding to provide a rigid, flat mounting surface for the rotation bearing. This extends the life of the bearing and reduces life cycle cost. The pedestal is bolted to a quick mount interface frame that is attached to the chassis frame utilizing a bolt-on technique.
      e. Rotation: 370° noncontinuous rotation is provided by worm gear drive, equipped with extended shaft for manual
rotation, driving a shear ball bearing rotation gear. The fully adjustable rotation drive assembly includes an external eccentric ring adjustment of the gearbox pinion gear to the main rotation bearing, permitting the ability to easily adjust backlash, reduce boom side play and ensure proper tooth contact over the life of the unit. This reduces life cycle cost.

f. Turntable: Steel fixture-welded structure with a 1.0 inch (25.4 mm) steel bottom plate. The bottom plate of the turntable is machined after welding to ensure a flat mounting surface for the rotation bearing. A steel ring is welded to the bottom plate to stiffen the plate and to protect the rotation bearing. For ease of maintenance, hydraulic valving is located on the side of the turntable and protected by a metal guard.

g. Articulating Arm: Tubular steel structure with insulated fiberglass insert. The articulating arm is designed so that the articulating arm and telescopic boom are compensating. By raising the articulating arm only, the arm and telescopic boom maintain the same relative angle with the ground. By raising the articulating arm in conjunction with the telescopic boom the operator is able to position himself more quickly and easily into the work area.

h. Lift Cylinders: The rod eye is welded to the rod while the blind end of the cylinder is of cast steel, one piece design, which utilizes cartridge-type, bi-directional counterbalance holding valves. Non-lubricated type bushings are used at each end of the cylinder.

i. Telescopic Boom: Fabricated, reinforced steel with a round centrifugally cast, high-density fiberglass insulator. Insulator provides 12 inches (305 mm) of isolation in the lower boom section. The inner surface of the fiberglass insulator has a wax coating molded in during manufacture to provide a dry, smooth inner surface that will cause moisture to bead. The outer surface has a smooth gelcoat finish.

j. Telescopic Upper Boom Section: Rectangular filament wound fiberglass, providing a minimum of 8.0 in (203 mm) of isolation when retracted and 35 inches (889 mm) when extended. The inner surface of the fiberglass boom has acrylic polyurethane applied to provide a dry, smooth inner surface that will cause moisture to bead. The outer surface has a smooth gelcoat finish.

k. Telescopic Boom Articulation: -25 degrees to +75 degrees. This is important because it allows the platform to be placed below grade when the boom is extended. This
allows the operator to access the platform from the ground very close to the side of the body or access the platform from the ground even on uneven terrain such as off the side of a roadbed.

l. Telescopic Boom Pivot Pin: high strength chrome plated steel with self-lubricating, replaceable, non-metallic bearings.

m. Telescopic Upper Boom Extension: The upper boom section is extended and retracted by a double acting hydraulic cylinder installed within the booms. The boom extends and retracts over slide bearings located in the end of the lower boom section.

n. Platform Leveling System: The platform is leveled by hydraulic leveling means, contained within the telescopic boom and designed to maintain the dielectric integrity of the aerial device. Controls for leveling and tilting the platform are located at the platform. Leveling for the platform includes two double acting cylinders incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure. Cylinders are located at the platform and at the riser structure between the articulating arm and telescopic boom. The master-slave action of the cylinders maintains a level platform throughout the full range of boom articulation.

o. Platform: Totally enclosed, fiberglass.

p. The dielectrically tested, insulated upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.

- Control Handle: An insulated single handle controller that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.

- Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.

- Control Console: Non-tested non-metallic control console plate.

- Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.

q. Controls: The Control System is a full pressure type, operating at 2,400 psi (166 bar) maximum. The upper
control, located at the platform, consists of a single handle control of the tiller type. The single handle control, through an insulated linkage, actuates valves in the control head to actuate the boom. The controls provide fine metering capability and allow the operator to make simultaneous multiple boom movements. The single handle control activates Lower Boom—Up and Down, Upper Boom—Extend/Retract, and Rotation—Clockwise/Counter-clockwise. Unit rotation is accomplished by moving the control from side to side similar to a tiller. An additional separate control activates the Articulating Arm—Up/Down. The articulating arm control is mechanically locked to prevent accidental actuation and does not require the actuation of the trigger on the single handle control. Conventional multiple lever ground controls located on the turntable include an upper control override.

r. Manual Lowering Valve: A valve located at the boom tip, easily accessible by the operator without having to remove any covers allows the lower boom to be lowered in the case of engine or hydraulic system failure.

s. Hydraulic Tool Circuit: Control easily accessible to the operator activates the tool circuit which provides 5.0 gpm (18.9 lpm) at 2,000 psi (138 bar) One set of HTMA quick disconnect couplings is located in a protected location inside the control cover at the platform.

t. Back-up Alarm, installed

u. Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This reduces life cycle cost.

v. ISO 9001: This aerial device is designed in a facility that is certified to meet ISO 9001 requirements.

w. ANSI Category C, 46 kV and below dielectric rating

x. Manuals: Two Operator’s and two Maintenance/ Parts manuals.

y. Paint: Painted white with a Powder Coat Paint Process that provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection

2. 35 Foot Aerial Device with insulated articulating arm and continuous rotation. Articulating arm includes a rectangular filament wound fiberglass insulator. The insulator provides 12.0 inches (305 mm) of isolation in the articulating arm. The inner
surface of the filament wound fiberglass insulator has acrylic polyurethane applied to provide a dry, smooth inner surface that will cause moisture to bead. The outer surface has a smooth gelcoat finish. The compensating link is centrifugally cast round fiberglass construction that has a smooth gelcoat outer surface.

3. Single one-man end-mounted platform. Platform is 24 x 30 x 42 inches high (610 x 762 x 1067 mm), and is rated at 350 pounds (159 kg) capacity

4. Front and rear torsion bars for stability

5. Reservoir, 7 gallon (26.5 L) capacity, installed on the pedestal

6. Engine start/stop with emergency operating system, 12 VDC electric powered. Includes pump and motor, operates from chassis battery. Control is captive air operated from the platform and toggle switch operated from the lower controls. This option allows the operator to completely stow the booms and platform in a situation wherein the primary hydraulic source fails.

7. Diagnostic Pressure Test Kit includes gauges, hoses, and quick disconnect couplings to enable a mobile service technician to easily check system and tool circuit pressures.

8. Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability.

9. Holder for chain saw, installed at platform area

10. Holder for pruner, installed at platform area

11. Soft platform cover for one man platform, 24 x 30 inches (610 x 762 mm)

12. Soft platform cover, 22 oz vinyl coated nylon, 3/8 inch elastic cord sewn into hem, with 2.0 inch foam filled top, includes 50 inch lanyard with 5/8 inch opening swivel snap, for one man platform, 24 x 30 inches (610 x 762 mm)

13. Platform Leveling Control at lower controls

14. Polyethylene platform liner for one man platform, 24 x 30 inches (610 x 762 mm), 50 kV rating (minimum)

15. Tool Tray, polyurethane material, 19 X 8 X 8 inches (483 x 203 x 203 mm) which attaches to platform

16. Rubber Wheel chocks, (pair) 10 inches long x 8 inches wide x 5-1/2 inches high (254 x 203 x 140 mm)

B. Unit and Hydraulic Accessories

1. Scuff pad for 24 x 30 inch (610 x 762 mm) platform liner to protect liner floor

2. Hydraulic oil and lubricants
3. Vane or gear type hydraulic pump installed in conjunction with power takeoff
4. Power Distribution Module is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. The Power Distribution Module (PDM) is composed of a main board, approximately 12.0 x 13.0 inches (305 x 330 mm), designed to be mounted behind the driver’s seat, inside the cab. Additional modules plug in to accommodate various options such as engine start/stop, variable throttle control, power take off, interface with Allison World transmission, and engine speed control module for specific engines and chassis. In addition to the above potential options, the PDM also provides up to 16 accessory circuits to be used for controlling other customer specified electrical components. The PDM includes built-in test capabilities and diagnostic input, output, and status LED’s to quickly assess the PDM’s performance. All components are circuit board mounted to facilitate replacement and reduce repair time should it be required.
5. Power take-off to be installed in conjunction with transmission
6. Torsion bar stabilizer installed on rear axle
7. Torsion bar stabilizer installed on front axle

C. Body And Accessories
1. 132 inch length Aerial Service Line Body, suitable for installing on any chassis with an approximate CA dimension of 60 inches, built in accordance with the following specifications:
   a. Body: Fabricated from A60 grade 100% zinc alloy coated steel with the following minimum gauge thickness:
      • 16 gauge outside panels
      • 16 gauge top panels
      • 16 gauge end panels
      • 20 gauge inner door panels
      • 20 gauge outer door panels
      • 18 gauge shelving, spangled steel
      • 14 gauge wheel panels
      • 12 gauge steel floor, formed checker plate
      • Structural channel crossmembers front and rear, intermediate crossmembers are 11 gauge pressed channel
      • Galvannealed treadplate installed on top of body compartments
      • 5 inch high drop in metal tailgate
   b. Body Dimensions:
      • 132 inch overall body length
      • 93 inch outside width
• 39 inch front of body height
• 39 inch rear of body height
• 18 inch compartment depth
• 57 inch floor width

c. Compartmentation - Right Side:
• First Vertical – Six fixed material hooks
• Second Vertical – Six fixed material hooks
• Horizontal – One removable shelf with removable dividers on 8 inch centers
• Rear Vertical - Two adjustable shelves with removable dividers on 4 inch centers
• Through Shelf – full length with hotstick brackets and rear access door

d. Compartmentation - Left Side:
• First Vertical – Two adjustable shelves with removable dividers on 4 inch centers
• Second Vertical – Two adjustable shelves with removable dividers on 4 inch centers
• Horizontal – One removable shelf with removable dividers on 8 inch centers
• Rear Vertical – Six fixed material hooks

e. Standard Features:
• Basic body fabricated from A60 grade 100% zinc alloy coated steel
• All doors are full, double paneled, self-sealed with built-in drainage. Electro-zinc plated, steel hinge rods extend full length of door. Door hinges are zinc alloy material attached with rivets.
• All doors contain zinc plated flush type, single point paddle type locks with recessed handles, including keyed locks and adjustable two-stage strikers. Door handles are riveted to the outer door panel. Back panel has opening for easy access.
• Heavy-gauge welded steel base construction with safety tread floor.
• Door header drip rail at top for maximum weather protection.
• Formed steel wheel fender panels.
• Automotive underseal applied to entire understructure.
• Prime painted with two-part epoxy.
• Automotive type non-porous door seals mechanically fastened to the door facing.

2. Tailshelf with wheel chock holders, one each side, installed at rear of body
3. Grab handles, installed one each side at rear of tailshelf
4. Cable steps, installed one each side at rear of tailshelf
5. Bumper, gripstrut step surface with treadplate riser and allowance for pintle hook installation, installed at rear of body
6. Platform rest installed at rear of cargo area
7. Security door lock system with provisions for locking all compartments with central locking points, one each side at the front of the body to allow use of padlock
8. Compartment lights installed in each compartment. Wiring installed in loom with switch located in cab. Switch to be energized only when chassis lights are on.

D. Body y Accessories
1. Boom rest installed at left rear of cargo area
2. Splash aprons, installed
3. Triangular reflector kit
4. Five pound fire extinguisher with mounting bracket, shipped loose
5. Heavy-duty pintle hook with chassis frame reinforcement and two safety chain rings.

E. Electrical
1. Lights and reflectors in accordance with FMVSS lighting package, installed
2. Wire compartment lights to dash mounted switch.
3. Trailer Receptacle, installed at rear
4. Amber strobe light installed on post at left front of cargo area with master switch and indicator light installed in cab. Strobe light is to be visible from the front and rear of the vehicle.
5. Spotlight installed on driver’s side “A” pillar
7. Hour meter installed to record PTO operating hours
8. Install modular in-cab accessory switch panel with dual lit switches for function identification and function activation.

F. Installation
1. Mounting Aerial Device
2. Painting Aerial Device white with a Powder Coat Paint Process that provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection
3. Mounting body and accessories
4. Painting body and accessories white with urethane enamel
5. Safety and Instructional Signs, installed
6. Delivery of Bucket Truck with the included Aerial Device to the University of Virginia in Charlottesville, Virginia within a time frame indicated in the proposal.

7. DOT certification of completed vehicle

G. Miscellaneous
1. This aerial device is to be designed in a facility that is certified to meet ISO 9001
2. Minimum one year parts warranty
3. Minimum one year labor warranty
4. 90 days warranty for travel charges
5. Selected Firm is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.
6. Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

H. Cab and Chassis
1. 2007 Chevrolet 4500 Regular Cab and Chassis 4X2, single rear axle. GVWR (Gross Vehicle Weight Rating): 17,500 pounds. All features will be standard unless otherwise specified.
2. Required Features:
   a. Wheelbase: Not to exceed 128 inches with 60 inch CA
   b. Engine: Duramax 6600 Turbo Diesel, but must be able to function on B-20 biodiesel.
   c. Transmission: Automatic, Allison 1000 Series, includes transmission-oil cooler
   d. Interior:
      • Interior trim, very dark pewter
      • Seat trim, vinyl, very dark pewter
   e. Air Conditioning: Heater and integral air conditioning
   f. AM-FM Radio
   g. Suspension:
      • Front axle, 7000 lbs capacity I-beam Wide-trac up to 53- degree turn angle, includes 4-piston brake applied calipers
      • Rear axle, single speed, full floating, 13,500 lbs capacity includes 2-piston brake applied calipers with multi-leaf 13,500 lbs. Capacity
      • Rear axle ratio, 5.13:1
Brakes, Install hydraulic line lock with in-cab control and with alarm

h. Fuel tank: 40 gallon, located behind rear axle with fuel fill neck through frame rail, driver-side fill neck capability

i. Exterior Color: Summit white; frame-black enamel; wheels-white

III. Basis of Selection

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

A. The firm's plan to provide the University with the Services as described in Section II, Scope of Services;

B. The firm’s experience in providing Services similar to those described in this RFP, and the experience of the individuals which the firm proposes to provide such Services;

C. The firm’s references from clients which are comparable to the University;

D. The firm’s financial proposal;

E. The contractual terms which would govern the relationship between the University and the Selected Firm;

F. 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

G. Any other factors relevant to the firm’s capacity and willingness to satisfy the University.

IV. Contents of Proposal

Firms should provide this information:

A. Services

1. State the firm’s ability to provide the Services as described in Section II, Scope of Services.

2. Provide a brief history of the firm and its experience, qualifications and success in providing these Services.

3. Describe in detail how the firm plans to provide the Services and equipment specifications detailed in Section II, Scope of Services. Each Firm should indicate, in their proposal, the Firm’s ability to achieve/comply with each specification. In the event that the Firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the Firm should detail their proposed change(s) and how the proposed change would compare to the listed specification. Proposal should be formatted in such a way to address each of the above specifications in a line-by-line process.
4. State the firm’s references, to include a minimum of three, comparable to the University, including the name and telephone number of a contact person the University may call.

5. 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.

B. Financial Proposal
1. Describe the firm’s proposed fee for providing the Services
2. The proposed fee must include all travel and related expenses.
3. Provide a copy of the firm's most recent audited financial statements
4. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.
5. State the firm's willingness to
6. Describe how the University will benefit from cost savings by accepting the firm's proposal.
7. Supply copy of manufacturer(s)’s warranty with the proposal.
8. State the firm's capability for accepting electronic payments through Electronic Data Interchange (EDI) or Automated Clearing House (ACH) and any additional discounts that may result from paying electronically. Information about the Commonwealth of Virginia’s Financial Electronic Data Interchange (FEDI) program is available on this web site: http://www.doa.state.va.us/procedures/GeneralAccounting/EDI/edinew.htm

C. 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; and
3. Provide any contract the firm will request that the University 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.

D. 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.

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

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.

**V. Preproposal Questions**

Firms receiving this RFP will have the opportunity to ask questions about this RFP. Questions must be submitted by e-mail to the buyer listed below by 5:00 p.m. EST, Wednesday, February 14, 2007 for the University to guarantee a timely response prior to the proposal due date. Answers to the questions will be sent to all Firms receiving the RFP from the University. If a Firm did not receive the RFP from the University and wants a copy of the response to questions, they must notify Becky Sims, (434) 924-1346 or via e-mail (pur-rfp@virginia.edu) to be added to the list of receiving firms.
VI. Proposal Deadline

All proposals must be received at the University of Virginia, Procurement Services, 1001 North Emmet Street, Carruthers Hall, P. O. Box 400202, Charlottesville, VA 22904-4202 by 3:00 p.m. EST, Friday, February 23, 2007. Four copies of each proposal must be provided. 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.

Any questions concerning this RFP will be directed to Frank F Fountain as listed below 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 wsc6ja@virginia.edu. The University will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

Frank F Fountain, Buyer Specialist
Telephone: (434) 982-3092
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: fff3x@virginia.edu

VII. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

Issue Date of RFP: 01/31/07
Preproposal Questions: 02/14/07 (no later than 5:00 p.m. EST)
Deadline for Receipt of Proposals: 02/23/07
Negotiations: starting week of 03/05/07
Award: 03/15/07
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
University of Virginia
Carruthers Hall
1001 North Emmet Street
P. O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 924-6154

If to the Selected Firm:

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 $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

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

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

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

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.

License #______________  Type___________________

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

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

K. Use of Agreement by Third Parties
In accordance with Section 2.2-4304 of the Code of Virginia, these organizations may have access to any Agreement resulting from this RFP to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP member institutions include: College of William and Mary, George Mason University, James Madison
University, Old Dominion University, Radford University, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, and Virginia Polytechnic Institute and State University. A list of all other Virginia Public Colleges and Universities is available at http://www.ExploreVirginiaColleges.com/.

In addition, access to the Agreement may also be extended to 1) Any University related foundation, and 2) City of Charlottesville and County of Albemarle. Potentially, other member schools of the Atlantic Coast Conference (ACC) may also have access to any Agreement resulting from this RFP if such access is confirmed by the University. The other ACC member schools which may potentially participate are: Boston College, Clemson University; Duke University; Florida State University; Georgia Institute of Technology, University of Miami, North Carolina State University; University of Maryland, University of Miami, University of North Carolina; Wake Forest University, and Wake Forest University Health Sciences. Other institutions which may participate include Emory University.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the public bodies indicated above to purchase at the fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such institutions accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all VASCUPP member institutions and public institutions accessing the Agreement. Participating public bodies will place their own orders directly with the Selected Firm and will fully and independently administer 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 public body 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 VASCUPP member institution, or of any other entity accessing the Agreement under this section, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating public body from using other agreements or competitive procurement processes as required by law.

L.  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.
M. Payment Terms
Invoices submitted to the University for Services will be paid Net 30 days after receipt and University approval of invoice or delivery of product, whichever is later.

N. Cancellation of Contract
The University reserves the right to cancel this Agreement, in part or in whole, without penalty, upon 30 days written notice to the Selected Firm. Any Agreement cancellation notice will not relieve the Selected Firm of the obligation to deliver and/or perform on all outstanding issues prior to the effective date of cancellation.

O. Small, Women-owned and Minority (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: nrm9g@virginia.edu

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

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.”

P. 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.
Attachment 3

Procedure for Resolution of Contractual Claims

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

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

A. The Selected Firm must provide the written claim to:
   Assistant Director of Procurement 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

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228