Request for Proposal

Copiers and Printers
For
Printing and Copy Services

07/13/07

Issued by
Procurement Services
Charlottesville, Virginia
Copiers and Printers for Printing and Copy Services  
Request for Proposal #FF071307  
July 13, 2007  

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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 related links, in its latest version, is reviewed prior to submittal of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. 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, 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 Product and Support to Printing and Copy Services Managed copier program. 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 firms selected to provide services for the University are referred to as the "Selected Firm(s)." The University reserves the right to make multiple awards as a result of this RFP. 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

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 20,390 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 11,960 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.

The University’s Printing and Copying Services (“PCS”) is an auxiliary business operation of the University tasked with supporting the printing and copying needs of the University community. PCS currently operates five full service copy centers located
strategically around the Grounds, as well as at the Health System. In addition to providing laser printing equipment and services to over thirty computer lab locations, PCS provides multifunction copier/printer devices to the many libraries throughout the University’s Academic and Health System areas. Another major area of the copy division of PCS is the placement and management of multifunctional copiers/printer as well as laser printers and fax machines to numerous departments throughout the University.

III. Scope of Goods and Services

It is the University's intent to enter into multiple Agreements with Selected Firm(s) for Copier and Printer procurement and maintenance program(s) and to include those goods and services (“Goods and Services”) necessary to help PCS achieve its goals as outlined in this RFP. Copier to be defined as a multifunctional document device with the minimum required ability to copy, print, scan to email (and/or file server), and provide a facsimile option. Printer to be defined as a stand-alone laser-printing device. Facsimile machine (“Fax”) to be defined as a stand-alone device that transmits and receives facsimiles. In order to achieve this goal, the Selected Firm or Firms may be requested to provide those Goods and Services outlined in this section. The scope of this RFP, while primarily to cover PCS’s support of departmental, library and laboratory needs, may include production level equipment used in PCS’s copy center production areas.

A. Procurement Program for Copiers, Printers, and Fax Machines

1. Types of equipment to be acquired
   a. Black and white (“B&W”) Copier
      • Segment 1 – 11-20 copies per minute (“cpm”)
      • Segment 2 – 21-30 cpm
      • Segment 3 – 31-40 cpm
      • Segment 4 – 41-70 cpm
      • Segment 5 – 71-90 cpm
      • Segment 6 - Greater than 91 cpm
b. B&W and color Copiers
   • Segment 1 - 11-20 cpm
   • Segment 2 – 21-30 cpm
   • Segment 3 – 31-40 cpm
   • Segment 4 – 41-70 cpm

c. B&W Printers:
   • Segment 1 – 11-20 prints per minute (pmm)
   • Segment 2 – 21-30 ppm
   • Segment 3 – 31-40 ppm
   • Segment 4 – 41-50 ppm

d. Color Printers:
   • Segment 1 – 11-20 ppm
   • Segment 2 – 21-30 ppm
   • Segment 3 – 31-40 ppm
   • Segment 4 – 41-50 ppm

e. Fax machines:
   • Segment 1 - under 20 ppm
   • Segment 2 - 20-49 ppm

2. Minimum required options of all Copiers (although firms may included additional options; such as, an automatic 3-hole punch)
   a. Connectivity and ability to print documents from a network
   b. Upgradeable paper trays (both in terms of quantity, size and capability)
   c. Finishing (to include both stapling and booklet production)
   d. Scanning
   e. High speed duplexing
   f. Faxing
   g. Multiple stapling areas
   h. Simultaneous job processing
   i. Confidential user mailboxes for use with scan to email capability
   j. Remote monitoring of user usage and equipment status
k. Interface compatibility with the current card reader system used by the University for copier usage management: CBORD Model #C2005 Card Readers (as manufactured by the CBORD Group, Inc.)

3. Minimum required options of Printers (although firms may included additional options; such as, duplexing and postscript)
   a. Connectivity and ability to print documents from a network
   b. Upgradeable paper trays (both in terms of quantity, size and capability)
   c. Remote monitoring of user usage and equipment status

4. Minimum required options of Fax machines (although firms may included additional options)
   a. Print on plain 20# paper
   b. Color (option)
   c. Internet Fax (option)

5. Required Technological Requirements
   Selected Firm(s) must demonstrate capability to interface with each University’s academic and medical departmental information technology (“IT”) and network administrators on an ongoing basis to effectively install and set-up copiers and multi-functional systems on University networks and install and set-up appropriate software, drivers and etc. to operate and manage said equipment within individual departmental network environments.

   Selected Firm(s) must specify the capability to provide the following requirements:
   a. Support of Internet Protocol address(es) (“IP/IPS”)
   b. Internet capability
   c. Provide internet connectivity
   d. Capability for connectivity to the following operating systems (“OS”):
• Windows OS, including 2000, XP, & Vista (as manufactured by Microsoft Inc.)

• Unix OS
  o Linux – “open source” OS
  o Solaris 10 (as developed by Sun Micro Systems Inc.)

• Apple systems, including OS X (as manufactured by Apple Inc.)

e. Capability for support of the following protocols and services

• Service Location Protocol (“SLP”) Version 2 (SLP V2 – as defined by RFC 2608)


• Kerberos computer network authentication protocol: Must include true Massachusetts Institute of Technology (“MIT”) Kerberos support for UNIX (protocol as defined by The Open Group Industry Consortium) systems - not just Windows2k Kerberos (rfc 1508, 1510, 1964)


• AppleTalk phase II protocol – (as defined by Apple Inc.)

• TCP port 9100 direct printing (bidirectional) for Jetdirect HP Print Services [as manufactured by the Hewlett-Packard (“HP”) Company]

• Adobe PostScript Level 3

• Portable Document File (“PDF”) (as created by Adobe Systems, Inc.)

• 100BaseTX Ethernet [as defined by Institute of Electrical and Electronics Engineers (“IEEE”) 802.3u for Ethernet
Standards for Carrier Sense Multiple Access with Collision Detection ("CSMA/CD")]

- Hypertext Transfer Protocol ("HTTP") management (protocol coordinated by the World Wide Web Consortium)
- PostScript Printer Description ("PPD") (as created by Adobe Systems, Inc. for Apple OS 9 and OS 10)
- Concurrent scanning of copy job while print job is being processed
- Scan to network server
- Scan to e-mail
- Simple Mail Transfer Protocol ("SMTP") (rfc 2821 and other)
- Simple Network Management Protocol ("SNMP") SNMP v1 (rfc 1157)
- Other (as defined by vendor - please list)

6. Required Technical Support

Selected Firm(s) must specify the capability to provide technical support as follows:

a. Assist PCS employees with installation and configuration of hardware/software for networked printing in a timely manner (not to exceed one business day)

b. Provide on-going hardware, software and network support

c. Provide dedicated technical support staff with strong working knowledge of all aspects of network printing across all platforms, including the following:
   - Hardware installation (network cards, cabling, etc.)
   - Network administration (equipment, software, installation/configuration, printer driver installation/configuration/characteristics)
• Troubleshooting (assistance to resolve technical support for issues that may occur)

7. Customer Training and Support
Selected Firm(s) must provide the following on-site customer training requirements (class size to be determined by the University), the cost of which to be include in the fees to the University for any unit procured using an Agreement resulting from this RFP:
   a. Initial Training (following installation)
   b. Follow-up training
   c. On-going training (existing and new users)

8. Delivery and Installation
The Selected Firm(s) are required to provide delivery, installation and/or removal (if necessary and if trade-in allowance is determined to be in the best fiscal interest of the University) of all products (such as, but not limited to, Copiers, Printers, consumable supplies, parts, etc.) procured using an Agreement resulting from this RFP. The entire cost of which will be the responsibility of the Selected Firm(s). In addition, the Selected Firm(s) will provide a written acknowledgement of all equipment (Copiers, Printers, Fax machines) delivered, installed and/or removed at/from the University within five business days of the date of the delivery, installation and/or removal. Failure of the Selected Firm(s) to provide this written acknowledgment absolves the University of any liability beyond the milestone dates maintained by PCS for the unit in question. The Selected Firm(s) will describe, in detail, their delivery and installation capabilities.

9. Procurement Options
The University wishes to consider alternative methods of procurement for PCS’s Copier and Printer needs with their respective maintenance programs. Therefore, all proposals must include per unit fees for each of the four procurement options. In addition, firms may submit an alternate
or multiple proposal(s) so that the University may evaluate the costs and benefits of the different program(s).

a. Procurement Option One: Purchase

The University will buy copiers from the Selected Firm(s). The successful Selected Firm(s) will provide their products and services in accordance with the requirements of this RFP. The title for the purchased copiers will be transferred to the University.

b. Procurement Option Two: Lease

The University, through PCS exclusively, will lease copiers from Selected Firm(s) based on the following lease terms options:

- 36-month
- 48-month
- 60-month

The Selected Firm(s) will provide their products and services in accordance with the requirements of this RFP. The Selected Firm(s) must include, in detail, terms and conditions for the following:

- Early lease termination
- Lease renewal/extension
- Buyouts of leased copiers (fair market and $1.00 buyouts) as follows:
  - At the expiration of the initial term
  - At any time during the initial term: Provide a monthly buyout schedule

c. Procurement Option Three: Rental

The University, through PCS exclusively, will rent copiers from the successful bidder based on the following terms:

- 1-12 months (for short-term needs)
- Three-year

The Selected Firm(s) will provide its products and services in accordance with the requirements of this RFP. The Selected
Firm(s) must include, in detail, terms and conditions for the following:

- Early rent termination
- Rent renewal/extension
- Buyouts for rented copiers as follows:
  - At the expiration of the initial term
  - At any time during the initial term: Provide monthly buyout schedule

In addition, the following represent requirements for the Rental Procurement Option:

- Flexibility to upgrade/downgrade copiers, and/or add/remove optional features, at any time during the rental term without penalty.
- Allowance to terminate up to a maximum of 5% of the Selected Firm(s) rented copiers population at no additional cost and/or penalty to the University.

d. Procurement Option Four: Cost Per Copy (“CPC”)

The University, through PCS exclusively, will rent copiers from the Selected Firm(s) based on a cost per copy (one line billing). This program will incorporate all costs (such as, but not limited to: rental, maintenance, installation/removal, all supplies – with the exception of paper, early termination, upgrades/downgrades, etc.), into one charge. The University, through PCS exclusively, will rent copiers from the Selected Firm(s) based on the following terms:

- 1-12 months (for short-term needs)
- 3-year

The Selected Firm(s) will provide its products and services in accordance with the requirements of this RFP. The Selected Firm(s) must include, in detail, terms and conditions for the following:
• Early rent termination
• Rent renewal/extension
• Buyouts for rented copiers as follows:
  ➢ At the expiration of the initial term
  ➢ At any time during the initial term: Provide monthly buyout schedule

In addition, the following represent requirements for the CPC program:

• Flexibility to upgrade/downgrade copiers, and/or add/remove optional features, at any time during the rental term without penalty.
• Allowance to terminate up to a maximum of 5% of the rented copiers population at no additional cost and/or penalty to the University.

10. Program for Trade-ins/Upgrades of Existing Population
The Selected Firm(s) must include a program for trade-ins/upgrades, including any/all existing terms and conditions, for the existing population of University copiers, facsimile machines and printers, which are manufactured/distributed/serviced by your company and/or any other suppliers/manufacturers your company represents.

11. Exclusions
Selected Firm(s) will clearly and distinctly list any products, services, and/or options as specified in this RFP they wish to exclude from their proposal to the University. It is the responsibility of the Selected Firm(s) to delineate any/all exclusions. Failure to do so will deem any products, services, and/or options not delineated to be included in the quoted per unit fee.
B. Support and Maintenance for Copiers, Printers, and Fax Machines

The Selected Firms are required to include in their pricing at least one of the following Support and Maintenance Options, and the firm(s) are encouraged to include pricing for both of the options below.

1. Support and Maintenance Option One: Service Partnership

PCS has a technical support staff in place, and it is the desire of the University to enter into a partnership arrangement for the service and maintenance of most, if not all, equipment procured using any Agreement(s) resulting from this RFP as well as already owned by PCS’s. This partnership would include part or all segments of equipment depending on the number of units on hand. PCS’s customers would be able to achieve the highest and fastest level of support under this program. PCS would be the first responder to all service requests, performing first line maintenance covering services such as, but not limited to, basic customer education problems, paper feed problems, fuser issues, preventive maintenance, etc. The following support would be expected of the partnering Selected Firm(s):

a. Service technician training to PCS employees (class size to be determined by the University if training is to be held at the University) be provided at the Selected Firm(s) expense and to be scheduled by the University’s Contract Administrator. The location of such training to be a location that is mutually acceptable between the University’s Contract Administrator and the Selected Firm's Account Manager. If the location agreed to location is not on the grounds of the University, then it would be the Selected Firm's responsibility to pay for all travel, lodging, meals and incidentals related to off-site training.

b. Basic maintenance parts inventory which will be provided, at the Selected Firm(s) expense, to (and maintained by) PCS. Inventory levels to be mutually agreed to by the University and the Selected Firm(s).
c. Technical assistance to include a toll-free phone number and on-site support for service issues beyond the scope of first responder.
d. All consumables except paper (including staples). An inventory of which will be provided, at the Selected Firm(s) expense, to (and maintained by) PCS. Inventory levels to be mutually agreed to by the University and the Selected Firm(s).

2. Support and Maintenance Option 2: Vendor Service

A vendor dependant service and supply program, all service and supplies (except paper, but including staples) requests to be performed by the Selected Firm(s) on a per copy charge basis. PCS will require the Selected Firm(s) to coordinate all service calls through the Selected Firm(s)’s centralized dispatch as follows:

a. Machine is experiencing a malfunction
b. Customer or remote diagnostics system contact PCS central dispatch
c. PCS contacts the vendors dispatch desk
d. Dispatch logs call noting make, model, serial #, location and problem
e. A unique ticket number is assigned to the call
f. PCS is given the ticket number for reference
g. Dispatch places call with appropriate service technician
h. Service technician responds back to dispatch upon completion
i. Repair and total down time are then calculated
j. Problem ticket is then closed
k. Credit for service copies
l. Monthly reports will be compiled for compliance of standards and exception for credit
m. If equipment covered by the maintenance will be out of service for more than two business days, similar equipment will be furnished to the University, on a no charge loan basis, within one business day of outage.
3. Minimum Service Commitment Requirement
The requirement of quality of service standards set forth in this section applies to both Support and Maintenance Options detailed above. The Selected Firm(s) agrees to use best efforts to achieve 100% quality of service level. However, should the quality levels fall below the minimum standards set forth in this section and the Selected Firm(s) do not take corrective action within 30 days following notification by the University the University reserves the right to terminate any Agreement awarded as a result of this RFP.

a. Service/Guarantee
   - Total uptime: 96% (no more than eight hrs of downtime per month based on 200 working hours per month)
   - Copier warranty (parts & labor): 90 days - Total customer satisfaction guarantee

b. Response/Repair Time
   - Response time: three hours with one hour call back
   - Repair time: two hours

c. Delivery/Installation
   - Delivery (new equipment): 10 business days
   - Delivery (replacement parts): within eight business hrs
   - Delivery (supplies): two business days
   - Installation: Upon delivery, within four hours

d. Customer Training: Unlimited/No charge

e. Customer Service
   - Provide an 800 Number at no cost to the University
   - Return customer calls within one hour

4. Reporting and Documentation
The following reports will be required to be provided, both hard copies and on-line versions by the Selected Firm(s) at the Selected Firm(s) expense:
a. Quarterly population of digital copiers/printers report sorted by:
   • Organization/department referencing the correct University delivery location code (“DLC”)
   • Model
   • Serial number
   • Purchase Order (“PO”) number

b. Monthly service/maintenance performance report for each unit sorted by:
   • Unit Serial Number (“SN”)
   • Service call per the specific unit to include description of call with the date and time of the call
   • Response time per service call
   • Repair time per response
   • Total down time
   • Total unit uptime
   • Total service calls per unit

5. The Selected Firm(s) will agree to credit the University, on a monthly basis, for availability of copiers (uptime) of less than 100% as follows:

<table>
<thead>
<tr>
<th>Uptime Percentage</th>
<th>Credit (Off monthly maintenance charge and any rental/lease charges)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% - 96.0%</td>
<td>0</td>
</tr>
<tr>
<td>95.9% - 95.0%</td>
<td>1%</td>
</tr>
<tr>
<td>94.9% - 94.0%</td>
<td>2%</td>
</tr>
<tr>
<td>93.9% - 93.0%</td>
<td>4%</td>
</tr>
<tr>
<td>92.9% - 92.0%</td>
<td>6%</td>
</tr>
<tr>
<td>91.9% - 91.0%</td>
<td>8%</td>
</tr>
<tr>
<td>90.9% - 90.0%</td>
<td>10%</td>
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<td>89.9% - 89.0%</td>
<td>12%</td>
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<tr>
<td>88.9% - 88.0%</td>
<td>14%</td>
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<tr>
<td>87.9% - 87.0%</td>
<td>16%</td>
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<td>86.9% - 86.0%</td>
<td>18%</td>
</tr>
<tr>
<td>85.9% - 85.0%</td>
<td>20%</td>
</tr>
<tr>
<td>Percentage Range</td>
<td>Credit</td>
</tr>
<tr>
<td>--------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>84.9% - 84.0%</td>
<td>22%</td>
</tr>
<tr>
<td>83.9% - 82.0%</td>
<td>24%</td>
</tr>
<tr>
<td>82.9% - 82.0%</td>
<td>26%</td>
</tr>
<tr>
<td>81.9% - 81.0%</td>
<td>28%</td>
</tr>
<tr>
<td>81.9% - 80.0%</td>
<td>30%</td>
</tr>
<tr>
<td>Less than 80.0%</td>
<td>100%</td>
</tr>
</tbody>
</table>

a. For purposes of computing the effective performance level, accumulated hours of failure downtime for any month will be adjusted to the nearest whole or half-hour.

b. Credits to be calculated based on prorated share of maintenance charge and any rental/lease charges (if applicable) to be calculated and prorated on a per copier basis.

c. Uptime is defined as the number of hours that each copier is available and in good working order during Principle Period of Maintenance coverage as follows:

\[
\text{Uptime Percentage} = \frac{\text{PPM} - \text{FT}}{\text{PPM}} \times 100
\]

PPM: Principle Period of Maintenance (8:00am - 5:00pm, Monday through Friday, except holidays)

FT: Failure Time

For purpose of calculation, FT is defined as any time during the PPM when a copier is incapable of copying or printing using all features and functions, due to a failure of the machine mechanically/electronically or for not having any of the required consumable supplies. FT will be tracked and reported by the Selected Firm(s).

C. Recycled Paper Compatibility/Compliance with Executive Order #48

Selected Firm(s) must specify their capability to provide the energy efficiency requirements as outline in Executive Order #48: Energy Efficiency in State Government as issued by the Office of the Governor for the Commonwealth of Virginia. A complete copy of which is available at:

Although the Selected Firm(s) are required to comply overall with this Executive Order, proposals for this RFP should specifically address the following provision, located on page six of the Executive Order: “Commonwealth agencies and institutions shall purchase or lease Energy Star rated appliances and equipment for all classifications for which an Energy Star designation is available. All new copiers, faxes, printers, and other such office equipment purchased or leased by the Commonwealth that uses paper shall be recycled paper-compatible.”

IV. Basis of Selection

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

1. The firm's plan to assist the University to meet its goals for a copier/printer program discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;
2. The firm's relevant experience, qualifications and success in providing the Goods and Services outlined in this RFP;
3. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
4. The firm's financial proposal including but not limited to discounts, service charges and other charges;
5. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
6. The contractual terms which would govern the relationship between the University and the Selected Firm;
7. 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
8. Any other factors relevant to the firm's capacity and willingness to satisfy the University.
V. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University.

A. Operations

1. Describe how the firm plans to provide Copiers and Printers for Printing and Copy Services, which is the primary goal of this RFP.

2. Provide a plan of operation to achieve the objectives set forth in Section III, Scope of Goods and Services. The plan is to include all four procurement methods (as detailed in Section III § A7) for each of the segment(s) (as detailed in Section III § A1) in which the firm is interested in proposing. In addition, the plan is to include at least one (although firm(s) are encouraged to included both) of the Support and Maintenance detailed in Section III § B).

3. Describe how the firm plans to integrate its Printers, Copiers and Fax units into PCS’s system, including how the firm will work with PCS to increase their market share within the University as a whole.

4. The University invites proposals that present different options for providing the Goods and Services, and/or alternate proposals from firms. The University will, in its sole judgment, consider such options as long as the capability/functionality requirements of PCS and the University will be met.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in providing Copiers and Printers similar to those described in this RFP.

2. Provide information on those individuals assigned to work with the University including a description of their experience with Copiers and Printers.
3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.

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. Provide a copy of the firm's most recent audited financial statements.

6. 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.

C. Financial Proposal

1. Describe the firm’s proposed fees for providing the Goods and Services as described in this RFP. The firm must detail all fees associated with this RFP; including, but not limited to, labor, material components, delivery, installation, integration, training, service, travel and any other expenses necessary to provide the Goods and Services described herein and allow PCS and the University to achieve the goals as outlined in this RFP.

2. Describe how the University will be charged. Include any additional discounts available such as cooperative agreements, early payment of invoices, etc.

3. Describe the firm’s proposed fees corresponding to any options proposed and/or for alternative proposals submitted by the firm.

4. Describe how the University will benefit from cost savings by accepting the firm's proposal.

5. 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

D. Contractual Arrangements
1. Provide the University with any form or contract the University may be requested to sign. Firms must also include an electronic copy of any such form or contact on a CD-ROM. The electronic copy should be formatted as a Microsoft Word document.
2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
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.

E. Site Visits
It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the firm and the University to view its operation. Each firm will indicate whether it will reimburse the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

F. 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>Minority Business Enterprises</th>
<th>4.0 %</th>
</tr>
</thead>
<tbody>
<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.

G. 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:

Issue Date of RFP: 07/13/07
Preproposal Conference: 07/30/07
Deadline for Receipt of Proposals: 08/09/07
Oral Presentations/Negotiations: 09/17/07
Contract Award: 01/15/08

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

Attention: Frank F. Fountain, Buyer Specialist
Telephone: (434) 982-3092
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: fff3x@virginia.edu
Any questions concerning this RFP will be directed to Frank F. Fountain 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 wsc6ja@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 Monday, July 30, 2007, 1:00 p.m. to 3:00 p.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 Becky Sims either by email (pur-rfp@virginia.edu) or telephone (434-924-1346), no later than 12:00 p.m. EDT on Thursday, July 26, 2007 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, August 9, 2007. Six 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. Additionally, negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Oral Presentations and Negotiations are scheduled for September 17, 2007.

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.


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 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, 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.

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. Term of Agreement
The term of this Agreement will be for three years, with the ability to renew on the same
terms and conditions, for two additional one-year periods if mutually agreeable to the
University and the Selected Firm. The Selected Firm and the University will mutually
agree at least 180 days prior to each renewal period whether to renew the terms of the
Agreement.

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

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

E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia,
The Rector and Visitors of the University of Virginia, and 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.

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

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

H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.

I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for 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.

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

K. Insurance
Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In the 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 $750,000 per occurrence, with coverage for: premises/operations and 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 $750,000 per accident, with coverage for: owned, hired, and non-owned automobiles operated by their employees.
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/](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 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 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.

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

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

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available on Procurement Services web site at: http://www.virginia.edu/procurement/about/PurchasingManual.html
P. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

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.”

Q. Intellectual Property Rights/Disclosure
Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (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.

R. Unit Acceptance

“Unit Acceptance” will encompass testing and observation of the fully functional and operational Copier, Printer and/or Fax Unit. The University’s Contract Administrator will determine if the Unit specifications have been met shortly after installation and integration. Warranty and/or rental/lease term will begin as of the date of Unit Acceptance. In the event that the University does not accept the Unit, the University may elect to require the Selected Firm to provide a replacement Unit, with the warranty and/or rental/lease term commencing from the date of Unit Acceptance of the replacement Unit.

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 Unit 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.

S. Future Goods and Services

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

T. Account Manager

The Selected Firm agrees to provide a named individual (“Account Manager”), as a dedicated representative, to coordinate all processes (such as, but not limited to, all the delivery, installation, training, invoicing, maintenance) between the Selected Firm and the University in order to implement, perform, and manage the provisions as outlined in the Goods and Services of this RFP (and any other business the Selected Firm has with the University). The University must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm resulting from this RFP. The Account Manager will be the University’s primary contact (both for PCS directly and for any other business the Selected Firm has with the University), although the Account Manager may be assisted by other members of the Selected Firm’s staff in completing key activities.

In the event that the Account 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 solely determined by the University’s Contract Administrator and/or the University’s Department of Procurement), the Selected Firm will propose a replacement for that individual within a reasonable time frame, no longer than two weeks, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel the Agreement. If the University accepts a proposed replacement, 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.
U. Purchase Orders, Equipment Identification and Invoicing

The Selected Firm agrees to be bound by the following University requirements for Purchase Orders and for the established parameters for Equipment Identification herein. Furthermore, the Selected Firm agrees that all invoices submitted to the University, regardless of the method of procurement, will comply with the invoicing requirements stated herein.

1. Purchase Order
   a. A separate PO will be issued for each piece of equipment to be purchased or rented under the Agreement(s) to be formed as a result of this RFP. The PO will list the make and model of the machine, as well as all optional parts and accessories to be included. POs for renewal of equipment rentals will also list the serial number of the equipment rented.
   b. A separate PO will be issued for the service for each separate Unit. The period covered by the service PO will be stated in the purchase order. The same method will be used for equipment rental POs.

2. Equipment Identification
   a. The base piece of equipment plus all of the specific optional parts and accessories will be deemed to be one unit (the “Unit”).
   b. Each Unit will be referenced by the SN of the base piece of equipment only; individual serially numbered components, parts, or accessories will not be separately priced for invoicing purposes.

3. Invoicing Frequency
   a. One invoice will be provided per Unit purchased within five business days of Unit Acceptance.
   b. A separate invoice per month per Unit will be provided for each rental Unit and for each Unit for which service is contracted.

4. Invoice Content and Form
   a. Equipment Purchase Invoices
      The Selected Firm’s invoice(s) for the purchase of an equipment Unit must match the corresponding PO in form and content. The invoice must clearly list the following information:
• Invoice number and invoice date
• PO number
• Make, model and S/N of the Unit (see Equipment Identification above)
• Description of optional parts and accessories purchased as part of the Unit
• A single comprehensive charge for the Unit (including base equipment and all optional parts and accessories purchased and shipping)
• Customer account number, if needed by the Selected Firm

b. Rentals and Maintenance/Service Invoices

The Selected Firm’s invoice(s) for rental or maintenance/service charges must match the related PO on form, content, and line item, and must clearly list the following:

• Invoice number and invoice date
• PO number
• Make, model and S/N of the Unit (see Equipment Identification above)
• Billing period (including beginning and ending dates of period covered by copy charges). The University reserves the right to define the billing period.
• A separate line for black-and-white copy usage. This line must clearly show beginning meter reading, ending meter reading, number of service copy credits, per copy rate being charged (in bold type), number of copies being billed (in bold type), and dollar amount being charged for the black-and-white copies (right justified).
• A second separate line for color usage, as applicable. This line must clearly show beginning meter reading, ending meter reading, number of service copy credits, per copy rate being charged (in
bold type), number of copies being billed (in bold type), and dollar amount being charged for the color copies (right justified).

- Total invoice dollar amount

5. Invoice Charge Basis
   a. Equipment Purchase

   POs will be issued at contracted pricing for equipment. Only agreed upon shipping charges may be charged and invoiced. By the acceptance of the PO and delivery of the Unit(s) associated with the PO, the Selected Firm agrees to be bound by the pricing, terms and conditions of the PO (and this Agreement), and will not invoice the University for any dollar amount/quantity differing from the dollar amount/quantity of the PO.

   b. Rentals and Service

   Rental and maintenance/service black-and-white and color copy rates per the Agreement resulting from this RFP will be reflected in all POs issued. The Selected Firm(s)’s invoiced copy charge rates must conform exactly to the rates per the accepted PO. Rental and maintenance/service charges must be calculated by subtracting the applicable ending meter reading from the beginning meter reading to determine the actual copies made, further subtraction of the service credit copies from the actual copies made to determine the billable copies, and by multiplying the billable copies by the applicable contractual rate. The resulting dollar amount will be rounded to the nearest cent on a 5/4 basis. The same method will be used to calculate each of black-and-white and color copy charges invoiced.

   c. PCS will provide the Selected Firm(s) with the appropriate ending meter readings each month applicable to rentals and service, no later than the second to last business day each month. While the Selected Firm(s) may verify meter readings on a mutually agreed upon timetable, the meter readings provided by University must be used in the invoice charge calculations. The Selected Firm(s) may not use estimated meter readings for any billing purposes.
d. All rental and service charges, to PCS, must be based on per copy rates per the contracted terms. No “base”, flat monthly, training, or supplies may be separately charged to the University.

6. Invoice Accuracy and Correction

It is the responsibility of the Selected Firm to ensure the accuracy (including, but not limited to, agreement/coordination of beginning meter readings with prior period ending meter readings, and agreement/coordination of pricing/rates to PO pricing/rates), completeness, and correct format of all invoices. The Account Manager will be responsible to coordinating the correction of invoice errors. Invoice errors may be reported via e-mail to the Account Manager, or via telephone followed by confirming e-mail. A corrected invoice and credit documentation referencing the incorrect invoice must be supplied to the University within two business days of the University’s reporting of the invoice error. The Selected Firm may not interrupt service to the University due to payment delays caused by the Selected Firm’s invoice errors.
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.
Executive Vice President and Chief Operating Officer’s Request for Commitment

Greetings:

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

We conduct substantial business with small firms. We have 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