Request for Proposal

Cyclotron Laboratory for Production Of Radiolabeled Imaging Agents
April 17, 2009

A VASCUPP Member Institution
Issued by
Procurement Services
Charlottesville, Virginia
## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Overview of the RFP Process</td>
<td>1</td>
</tr>
<tr>
<td>II. Background Discussion and Goals of the University</td>
<td>2</td>
</tr>
<tr>
<td>III. Scope of Goods and Services</td>
<td>4</td>
</tr>
<tr>
<td>IV. Basis of Selection</td>
<td>13</td>
</tr>
<tr>
<td>V. Contents of the Proposal</td>
<td>14</td>
</tr>
<tr>
<td>VI. Information about this RFP</td>
<td></td>
</tr>
<tr>
<td>A. Procurement Schedule</td>
<td>18</td>
</tr>
<tr>
<td>B. Issuance of RFP and Questions</td>
<td>19</td>
</tr>
<tr>
<td>C. Preproposal Conference</td>
<td>19</td>
</tr>
<tr>
<td>D. Proposal Deadline</td>
<td>20</td>
</tr>
<tr>
<td>E. Oral Presentations and Negotiations</td>
<td>20</td>
</tr>
<tr>
<td>F. Communications</td>
<td>20</td>
</tr>
<tr>
<td>G. Formation of the Agreement with the Selected Firm</td>
<td>21</td>
</tr>
<tr>
<td>H. Provisions Deemed Included in the Proposal</td>
<td>22</td>
</tr>
<tr>
<td>I. Rejection of Proposals</td>
<td>23</td>
</tr>
<tr>
<td>J. Virginia Freedom of Information Act</td>
<td>24</td>
</tr>
<tr>
<td>Attachment 1 - Mandatory Contractual Provisions</td>
<td>25</td>
</tr>
<tr>
<td>Attachment 2 - Preferred Contractual Provisions</td>
<td>30</td>
</tr>
<tr>
<td>Attachment 3 - Procedure for Resolution of Contractual Claims</td>
<td>44</td>
</tr>
<tr>
<td>Attachment 4 - Executive VP and COO’s Request for Commitment</td>
<td>46</td>
</tr>
<tr>
<td>Attachment 5 - Grant Award #1S10RR025087-01 Abstract</td>
<td>47</td>
</tr>
<tr>
<td>Attachment 6 –Cyclotron Facility Diagram Approximation</td>
<td>48</td>
</tr>
</tbody>
</table>
This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at http://www.procurement.virginia.edu/pagerfp. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement Services web site: http://www.procurement.virginia.edu/pagehome

I. Overview of the RFP Process

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

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

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement
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 Schools of Medicine and Engineering have established successful research programs in the development and application of imaging methodologies for non-invasive serial studies of the molecular mechanisms underlying ischemic heart disease, cancer, diabetes, lung inflammation, and drug addiction in small animals and humans.
Imaging is carried out by the University’s Molecular Imaging Center (UVaMIC) that houses state of the art imaging devices including magnetic resonance (MR), X-ray computed tomography (CT), fluorescence and bioluminescence imaging (BLI), single photon emission computed tomography (SPECT), and positron emission tomography (PET) scanners. Radiotracer imaging (PET and SPECT) provides a good balance between sensitivity and spatial resolution and is best for imaging small amounts of targeted imaging agents; however, an extensive infrastructure is necessary for the production of custom targeted PET and SPECT imaging agents. The University has established such an infrastructure with the appropriate chemists and radiochemistry lab space; however, there are no cyclotrons nearby, so the University is relegated to receiving a small number of sufficiently long-lived PET isotopes from afar. This situation greatly increases the University’s costs, decreases the efficiency of syntheses, and entirely precludes the University from using some of the shorter-lived isotopes (e.g., $^{[11]C}$Carbon with a 20 minute half-life, or $^{[15]O}$Oxygen with a two minute half-life) that are necessary for a variety of studies. Accordingly, the University intends to purchase a cyclotron, accessories and related services. Full utilization of the enhanced capabilities afforded by the cyclotron will be assured through an existing comprehensive technical, scientific, and administrative plan. The relevance to public health of the addition of a cyclotron to the already extensive imaging resources available at the University is that the presence of a cyclotron will enable research that is now not possible on new ways of detecting, characterizing, and treating diseases utilizing PET and SPECT scanning.

The cyclotron and related services must satisfy the requirements of the University’s relevant grant funding. The grant award abstract documentation relevant to the required cyclotron system is provided as RFP Attachment 5, Grant #1S10RR025087-01 Award Abstract.

As an optional part of this RFP, the University is also soliciting firms to propose solutions related to the management and/or operation of the laboratory/facility that will house the cyclotron. The University anticipates that cyclotron will be housed in the Life Sciences Annex (LiSA) Building located at the University’s Fontaine Research Park in
Charlottesville. Approximately 3000 square feet of space within the building will be dedicated to the cyclotron laboratory, of which approximately 1,000 square feet will potentially be available for exclusive use by the Selected Firm. The remainder of the cyclotron laboratory space will house the cyclotron or will be reserved for the exclusive use of the University. (See Attachment 6, Cyclotron Facility Diagram - Approximation.) Note that the cyclotron facility is expected to be located in proximity to FEI Company Titan transmission electron microscopes (TEMs, approximately 30 - 80 feet center-to-center separation). Firms must demonstrate that the electromagnetic fields generated by their equipment placed in this space do not interfere with the TEMs. Options proposed by firms choosing to respond to the optional cyclotron facility management portion of this RFP must be mindful of the University’s non-profit, tax-exempt status, particularly as it relates to the generation of unrelated business income and the “private business use” of tax-exempt financed property.

In support of its mission and in an effort to develop and maintain the highest quality research environment and related services for its customers, the University seeks an experienced firm (or firms) to provide those goods and services related to a cyclotron appropriate for the production of radiolabeled imaging agents to include, at the University’s option, services related to the management and/or operation of the cyclotron laboratory/facility.

The University reserves the right to award to different Selected Firms to respectively provide any part of the goods and/or services discussed in this RFP.

III. Scope of Goods and Services
It is the University's intent to enter into an Agreement with the Selected Firm for a cyclotron system (the “System”) for non-invasive serial studies of the molecular mechanisms underlying ischemic heart disease, cancer, diabetes, lung inflammation, and drug addiction in small animals and humans. The System will provide access to both short and long lived positron and single gamma emitting isotopes that will be useable for
the production of radiolabeled imaging targeted imaging agents. The Selected Firm will provide a complete System which will include all labor, materials, components, subsystems, taxes, customs duties, freight, insurance, installation, integration, warranty/service, training, and fees, including travel and other expenses which are required to ensure a fully functional and operational System and to help the University achieve its goals as outlined in this RFP (the “Goods and Services”). Specifications for the System to be provided by the Selected Firm are detailed in this Section. System components will be appropriately matched and integrated to seamlessly operate in a manner that will ensure full functionality and achievement of the stated specifications.

The System must satisfy the requirements of the University’s relevant grant funding. The grant award abstract documentation relevant to the required cyclotron System is provided as RFP Attachment 5, Grant #1S10RR025087-01 Award Abstract.

The specifications in this section detail key characteristics, components, and functional capabilities of the System to be provided by the Selected Firm. The Selected Firm will provide the System, as a part of the Goods and Services which will include, but not be limited to:

A. Cyclotron facilities

1. System integration and layout for the cyclotron production targets, chemistries, all PET and SPECT laboratories and real basic/detailed design, special techniques, cyclotron facility project supervision.

2. Review of building design and equipment for regulatory compliance applicable to the production of radiopharmaceuticals for use in human clinical and research work.

3. For cyclotrons that require a vault, the Selected Firm will provide a recommended vault for radiation safety including concrete plug door or concrete maze configuration.

4. Cyclotron facility project supervision site visits after the projects start and a visit for final site approval before rigging of equipment. The Selected Firm will also supervise the rigging.
5. The Selected Firm will ensure that the System and any ancillary equipment will not exceed electromagnetic interference (EMI) tolerance levels of nearby TEMs. The System and ancillary equipment will be located on the same floor as either one or two FEI Company Titan transmission electron microscope, and will be separated from the microscopes by approximately 30 – 80 feet. These microscopes are sensitive to EMI. The tolerances are 10 nT/p-p (0.1 mG/p-p) for static (DC) and extremely low frequency (ELF) AC magnetic field emissions from any AC ELF and DC EMI source. Note that these tolerances apply, for example, to the change in magnetic field occurring when the System is turned on and off. The Selected Firm must ensure that the cyclotron System manufacturer verifies that its cyclotron System and any ancillary equipment does not exceed the above levels of EMI at a distance of 30 feet from the cyclotron perimeter.

B. Cyclotron [most highly preferred]
The cyclotron System will include all parts needed for the production of radioisotopes (magnet system, ion source, RF system, vacuum system, control system, all power supplies and the primary and secondary cooling systems) and will provide capabilities which will include, but not be limited to:

1. Ability to produce beams of protons with energies of 11 MeV or greater.
2. Control of the system can be chosen by the operator to be fully automated, semi-automated, or manual.
3. The accelerated particle beam should be of sufficient energy and intensity so that multiCurie amounts of $^{11}$C, $^{15}$O, $^{13}$N and $^{18}$F in specified chemical forms can be synthesized using suitable precursor materials.
4. Incorporation of any additional packages that can be used to increase the beam current or stability.
5. If there is a deuteron source, the ability to change the deuteron source out with a second proton source.
6. A workstation that can be used to run the cyclotron System from a remote site.
7. Shielding for maintenance of sources, for Dees, and for targets.
8. Technical manuals (English) including operations, wiring diagram, maintenance and service manuals, and parts list.
9. Cyclotron System Acceptance tests including operations tests of cyclotron safety features and interlocks, beam energy, current, and duration tests.

C. Target Subsystems
The cyclotron System will include, but not be limited to, these target subsystems:
1. Target subsystems for the production of regular isotopes (¹⁸F⁻, ¹⁸F₂, ¹¹C, ¹³N, and ¹⁵O-water, ¹⁵O₂ gas, solid targetry). [most highly preferred]
2. Targets for the production of less commonly used radioisotopes, e.g., ⁶⁴Cu, ¹²⁴I, ⁷⁶Br, ¹²³I, and ¹¹¹In.

D. Chemistry Production Subsystems
The cyclotron System will include, but not be limited to, these chemistry production subsystems:
1. ¹⁸F⁻ synthesizer for the production of ¹⁸F labeled compounds such as FDG, FLT, FES, Annexin V, Choline, and FHBG.
2. ¹⁸F₂ gas synthesizer for the production of ¹⁸F labeled compounds such as FDOPA.
3. ¹¹CH₃I for the production of high specific activity ¹¹C labeled compounds such as methyl iodide, methyl triflate, choline, and PIB.
4. Synthesizer to produce ¹¹C labeled compounds such as acetate, carbon dioxide, and hydrogen cyanide.
5. Synthesizer to produce ¹¹C labeled carbon monoxide.
6. ¹³N based synthesis unit.
E. Hot cells and accessories.
The cyclotron System will include at least three large hot cells and a bank of four minicells.

F. Quality Control Equipment
The cyclotron System will include, but not be limited to, this quality control equipment:
1. An HPLC for FDG.
2. Gas Chromatography for PET.
3. TLC for PET.
4. Nuclear spectroscopy system for analysis of radionuclide purity of produced radiolabeled compounds.
5. Dose calibrator.
6. pH meter with probes.
7. LAL Endotoxin test system.
8. Sterility test system.

G. Cyclotron Facility Management/Operation (optional)
As a part of the Goods and Services, the University reserves the right to have the Selected Firm manage and maintain the on-Grounds University cyclotron facility/laboratory. The main mission of the cyclotron facility/laboratory will be to support research projects as directed by University faculty. In order to reduce ongoing facility operating expenses for the University, it may be advantageous for the University to consider the potential for the Selected Firm to have additional access to the University’s cyclotron facility for the purpose of radiopharmaceutical production. If undertaken by the Selected Firm, such radiopharmaceutical production would be used in large part to offset the cyclotron System’s operational and maintenance costs and to generally support the University’s research mission, while being mutually beneficial to the Selected Firm. Any arrangement for cyclotron facility management/operation as outlined in this section must necessarily be designed in a manner that would preserve the
non-profit, tax-exempt status of the University. Firms should note that the construction of the building in which the cyclotron System will be located was financed with tax-exempt debt and therefore is subject to IRS rules regarding limitations on private business use. The Selected Firm will be required to work with the University to ensure that the private use of the cyclotron facility does not exceed the applicable limitations. Under such an arrangement, it is anticipated that the Selected Firm will:

1. Operate the radiopharmaceutical production program in space provided by the University.
2. Pay for renovations of the existing space to accommodate the cyclotron System and associated labs.
3. Provide factory-authorized service for the cyclotron System and associated laboratories.
4. Provide for the operation of the cyclotron System for the production of radiopharmaceuticals and for radioisotopes for the University researchers’ requirements to be used for both animal and human imaging during hours approved by the University.
5. Operate the radiopharmaceutical portion of the laboratory to current and future FDA standards appropriate for production of compounds for use in humans and file for, and operate under, a New Drug Application (NDA) or Exploratory IND (eIND) when applicable. The Selected Firm will also license and operate a radiopharmacy in conjunction with the cyclotron facility.
6. File for necessary approvals to allow for the production and use of investigational radiopharmaceuticals for University animal and human research studies.
7. Provide project management services to the University to assure that the cyclotron facility is designed to meet the regulatory requirements of the Commonwealth of Virginia, the Nuclear Regulatory Commission (NRC), State and University Environmental Health requirements, and the FDA requirements for the future Investigational New Drug (IND), Exploratory
IND (eIND), New Drug Application (NDA) and Abbreviated NDA (aNDA).

8. Provide annual reports to the University citing compliance with all applicable laws and/or regulations pertaining to the radiopharmaceutical production program.

9. For any clinical radiopharmaceuticals that the Selected Firm produces, it will manage the operations, and the internal regulatory compliance program (operating under appropriate licensed conditions).

10. Have the ability to distribute to external customers the radioisotopes it produces in the University’s facility subject to the terms of this Agreement.

11. Provide equipment, labor, and consumable materials (including O-18 water) utilized for the preparation of the radiopharmaceuticals. The Selected Firm will provide the target materials required for the production of radioisotopes required by researchers.

12. Maintain the cyclotron, the targetry, the laboratories, and all equipment in the laboratories.

13. Maintain separate space and equipment for the Selected Firm’s radiopharmaceutical production. The only shared equipment will be the cyclotron and targetry.

14. Absorb all costs related to radiopharmaceutical production equipment.

15. Provide a technician to operate the cyclotron during the day for the University’s research purposes.

16. Not interfere with University’s researchers’ exclusive work. (The only overlapping equipment for non-collaborative research should be the cyclotron and targetry, in order to minimize disruption of the University’s research program.)

17. Provide a yearly grant for research collaborative studies between the University and the Selected Firm. The grant amount and other specifics will be mutually agreed upon.
18. Provide access to novel targeted imaging agents that the Selected Firm is working on. The University will separately negotiate with the Selected Firm to participate in clinical trials that the Partner initiates for new imaging agents.

19. Collaborate with respect to testing novel imaging agents that are of interest to both the University and the Selected Firm.

20. Operate and maintain the cyclotron and associated equipment in manner that will result in the cyclotron and associated equipment being in “as new” condition at the end of the Term of this Agreement.

H. Radiation Safety

The Selected Firm will provide radiation monitoring health physics portable instrumentation and stationary dosimeters to measure neutron radiation as a part of the Goods and Services.

I. Training

The Selected Firm will provide suitable training for operation, maintenance, calibration, and system administration of the System on-site at the University. Such training will be provided by the Selected Firm for up to three University personnel, after the System is fully operational at the University. The Selected Firm will provide sufficient training to ensure operation and administrative competency of the System by University personnel. The training will be scheduled/coordinated with the University’s Contract Administrator and will include, but in no way be limited to, modules on:

1. System operation
2. System Administrator

Additionally, the Selected Firm will specifically provide suitable:

3. Cyclotron Training for three cyclotron engineers; and
4. Chemistry Training for three chemists.
The Cyclotron Training and Chemistry Training may be performed either on-site at the University or at the Selected Firm’s factory location; however, any travel and/or lodging expenses associated with a factory training venue must be included. Cyclotron Training will address, at a minimum: introduction to the cyclotron; subsystems; System Acceptance tests; and other pertinent System features. Chemistry Training will address, at a minimum: the production of radiolabeled compounds using the synthetic modules included with the System; and quality control for the relevant System instruments. Cyclotron Training and Chemistry Training will be scheduled/coordinated with the University’s Contract Administrator.

J. System Transport, Delivery, Installation and Integration
The Selected Firm will transport deliver, install and integrate the System at no additional charge. System components will be appropriately matched and integrated to seamlessly operate in a manner that will ensure full functionality and achievement of the stated specifications. System installation and integration will include all labor, materials, components, subsystems, taxes, customs duties, freight, insurance, installation (including local rigging supervision and initial cryogen filling), integration, training, and fees, including travel and other expenses which are required to ensure a fully functional and operational System on-site at the University. (All System equipment will be installed and commissioned including, but not limited to: cyclotron, hot cells, radiation monitoring system, and quality control equipment.)

K. Warranty and Service
The Selected Firm will provide a minimum three-year premium service contract including parts and labor warranty on the System which will incorporate a comprehensive service and maintenance program to ensure that the System remains fully functional and operational. If located on site, the Selected Firm will respond immediately to University service requests; otherwise the Selected Firm will respond promptly (within 24 hours) to ensure continuous System availability.
Accordingly, attributes of the Selected Firm’s service/support program will include, but not be limited to:

1. 24-hours/7-day-week technical support availability via telephone.
2. Field service/maintenance will be provided by qualified technicians who are trained to install and support the cyclotron and chemistry systems of the technology utilized by the System described in this RFP.
3. Included parts, labor, and travel expenses related to maintenance/repairs.
4. Remote assistance, if not on-site
5. Minimum of two preventative maintenance visits per year if not on-site.

Warranty will commence as of the date of System Acceptance by the University. The Selected Firm warrants that the System, including software and any other components, does not and will not abridge or violate any patent right, copyright, or similar claim or property right.

L. Additional Equipment/Future Goods and Services
As an optional part of this RFP, The University may elect to procure additional Goods and Services. Such additional Goods and Services may include, but not be limited to: PET scanners; microfluidic synthesizer units; and/or other related accessories, software and/or equipment that would complement the cyclotron System and/or otherwise enhance the overall PET production and/or imaging program at the University.

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 cyclotron System/laboratory for the production of radiolabeled imaging agents as 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.

Note: The University reserves the right to award the Agreement for all or part of the Goods and Services to one or more firms.

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. Goods and Services

1. Describe how the firm plans to provide a cyclotron System/laboratory for the production of radiolabeled imaging agents and any related Goods and 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, specifically responding to each paragraph and subparagraph in the order addressed.
3. Describe how the firm plans to provide, deliver, install and integrate the System, including how the firm will work with the University to ensure provision and support of an operational System in a timely fashion.

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

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in providing and/or supporting cyclotrons (and facilities) 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 in providing and/or supporting cyclotrons (and facilities) similar to those described in this RFP.

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 institutions of higher education with which the firm has signed a term contract.

5. 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

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

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

8. 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 a fully functional and operational System as described in this RFP. The firm must detail all Goods and Services’ fees associated with purchasing and maintaining the System including labor, material components, delivery, installation, integration, training, service, travel and any other expenses necessary to ensure a turnkey System and/or operate the cyclotron laboratory/facility.
2. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.
3. Describe how the University will benefit from cost savings by accepting the firm's proposal.
4. State the firm's capability for accepting electronic payments through a University-approved method and provide any additional discounts that may result from paying electronically and provide any additional discounts that may result from paying electronically. (Contact the University’s Payment Processor Specialist group in Procurement Services to set up the firm’s preferred method of receiving electronic payments at: (434) 924-4212 (phone), or uva-prs-boa@virginia.edu (email).

D. Contractual Arrangements
1. Provide the University with any form or contract the University may be requested to sign.
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.

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

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 2008 SWAM plan spend goal for firms certified by Commonwealth of Virginia’s Department of Minority Business Enterprise (DMBE) is 40%.

Targets for each business segment are:

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<thead>
<tr>
<th>Business Segment</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Minority Business Enterprises</td>
<td>4.0 %</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>5.0 %</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>31.0 %</td>
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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 and targets.

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 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.

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: 04/17/09
- Preproposal Conference: 05/08/09
- Deadline for Receipt of Proposals: 05/19/09
- Oral Presentations: 06/22/09 and 06/24/09
- Negotiations: 07/07/09 and 07/08/09
- Contract Award: 10/30/09
B. Issuance of RFP and Questions
The Issuing Office for this RFP is:
Procurement Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia  22904-4202

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

Attention: Steve Heldreth, Major Procurements Manager
Telephone: (434) 924-4217
Fax :  (434) 982-2690
TDD:  (434) 982-HEAR
Email:  heldreth@virginia.edu

Any questions concerning this RFP will be directed to Steve Heldreth 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 Friday, May 8, 2009 at 10:30 a.m. EDT in Carruthers Hall Conference Room #E, Charlottesville, Virginia (map viewed at this web site: [http://www.virginia.edu/Map/](http://www.virginia.edu/Map/). Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.
Firms planning to attend the Preproposal Conference should notify Rebecca Sims by email [pur-rfp@virginia.edu] no later than 12:00 p.m. EDT on Tuesday, May 5, 2009 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 on Tuesday, May 19, 2009. Eight copies of each proposal must be provided in individual, bound volumes. Firms must also include an electronic copy of the proposal on a CD-ROM, excluding any pre-printed materials such as financial statements. The electronic copy should be formatted as a Microsoft Word document.

E. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Oral presentations are tentatively scheduled for Monday, June 22, 2009 and Wednesday, June 24, 2009. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are scheduled for Tuesday, July 7, 2009 and Wednesday, July 8, 2009.

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

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

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

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

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

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

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

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

2. **Preferred Provisions**

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

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

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

I. **Rejection of Proposals**

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

J. Virginia Freedom of Information Act
Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.
Attachment 1

Mandatory Contractual Provisions

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

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

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

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

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

If to the University:
Eric N. Denby
Director of Procurement Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690

If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor

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

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

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

License #_________________________  Type_________________________
A copy of the license must be furnished upon request to the University or VASCUPP member institution.

M. Unauthorized Alien Use.

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

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

B. Term of Agreement
The term of this Agreement will begin upon execution of the Agreement by the
University’s Director of Procurement Services and will end after expiration of the System
warranty, which will extend a minimum of three years after System Acceptance. This
Agreement includes the ability to renew on the same terms and conditions, for additional
periods totaling seven years 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 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. Additionally, the Selected Firm is responsible for identifying, securing, and maintaining insurance: 1) required by regulation; and 2) sufficient to protect the University from liability and damages resulting from the Selected Firm’s and any Subcontractors’ actions or inactions pursuant to this Agreement.

Comprehensive Commercial General Liability:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $2,000,000 per occurrence and a $2,000,000 general aggregate that includes products liability with coverage for the following:
{X} Premises/Operations {X} Products/Completed Operations
{X} Contractual {X} Independent Contractors
{X} Personal Injury {X} Underground Explosion & Collapse
{X} Additional Insured

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

{X} Any Automobile {X} Owned and Non-Owned Automobiles
{X} Transportation of Hazardous Substances

**Umbrella/Excess Liability:**
The Selected Firm and any Subcontractor will maintain excess liability coverage of at least $3,000,000 per occurrence that provides coverage uniform with the underlying general liability insurance.

**Professional Errors and Omissions Liability:**
The Selected Firm will maintain professional errors and omissions liability coverage of at least $2,000,000 per claim.

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: “The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents.”

**L. Use of Agreement by Third Parties**
It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement in accordance with Section 2.2-4304 of the Code of Virginia. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.
Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

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

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 at this web site:


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 rights to apply to subcontractors.

R. Payment Terms

The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: “5% 15/Net 30” would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in Accounts Payable, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.
The Selected Firm agrees to receive payments electronically and provide any additional discounts that may result from paying electronically. The firm will contact the University’s Payment Processor Specialist group in Procurement Services to set up its preferred method of receiving electronic payments prior to award of any agreement resulting from this RFP [Phone: (434) 924-4212 or email uva-prs-boa@virginia.edu].

S. Confidentiality

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party, and not to make any internal use of such material not required under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

1. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or
2. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
3. Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or
4. Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or contractual obligations under this Agreement; or
5. Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
6. The receiving party is obligated to produce as required by law, lawfully issued subpoena, or a court order, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

Upon written request of a disclosing party, the receiving party will return all information disclosed in written or tangible form, and the receiving party will destroy all of its copies, excerpts, or notes made by it which contain any portions of the information unless otherwise provided for by the parties.

To the extent that particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this section, shall be controlling.

T. System Acceptance

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

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

U. Future Goods and Services

The University reserves the right to have the Selected Firm provide additional goods and services under the same pricing, terms, and conditions to make modifications or
enhancements to the System and/or complement the Goods and Services purchased by the University. Such additional Goods and Services may include other Systems or related goods and/or services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at Favored Nations pricing, terms, and conditions.

V. Project Manager

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

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

W. Intent to Protect the University’s Non-Profit Status

It is the intent of the Selected Firm and the University to preserve the non-profit status of the University, to preserve the tax-exempt status of University debt issuances, and to fully comply with applicable law/statute/regulation and those requirements incorporated into pertinent grants related to the acquisition and/or operation of the cyclotron System and related Goods and Services. The parties have entered into this Agreement with the intention and informed understanding that this Agreement will not endanger the
University’s non-profit status or the tax-exempt status of University debt issuances. The Selected Firm acknowledges that the building in which the cyclotron System will be located was financed with tax-exempt bonds and therefore is subject to certain IRS limitations on private business use. Further, the parties agree that they have specifically taken into account the provisions of 26 U.S.C. §141 et seq. (and its implementing regulations), Revenue Procedure 1997-13 and OMB Circular A-110 in making such judgment. Either party will have the right to request re-negotiation of the Agreement if, in good faith, counsel to either party determines in his/her judgment that the terms of this Agreement may reasonably be interpreted to: (i) violate any law, statute, regulation or grant condition applicable to it; (ii) jeopardize the status of the University as a recipient of governmental funds or the status of the University as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor statute; or (iii) endanger the tax-exempt status of any debt issued by or behalf of the University. If such re-negotiation is unsuccessful within the 30-day period of time following written notification by the party requesting re-negotiation to the non-notifying party, then either party may terminate this Agreement without penalty.

X. Electronic Procurement Clause
The Selected Firm agrees to provide and maintain an electronic catalog in the University’s Electronic Marketplace (the “Marketplace”). Catalogs can be hosted in the Marketplace or a punchout from the Marketplace to the Selected Firm’s website. The University requires the following from its catalog vendors.

Hosted Catalog Firms will:
• Periodically update items, descriptions and pricing. Not to exceed four times per year.
• Use SciQuest functionality to identify product classifications such as hazardous materials, radioactive, controlled substances, etc.
• Address pricing discrepancies within one business day.
• Invoice all items at catalog prices until a new price file is submitted and approved by the University.
• Not increase prices more than once per year and will allow 30 days to review any price changes prior to changing invoiced prices.

Punchout Catalog Firms will:
• Notify the University’s Contract Administrator of pricing and product changes prior to making a change.
• Clearly notate shipping terms, return policy and cancellation policy in the punchout catalog.
• Provide training or help details in the punchout catalog.
• Allow customization of the punchout catalog with the University’s marks, logos and/or necessary language.
• Agree that to the extent the terms and conditions of this Agreement are in conflict with those in the punchout catalog, this Agreement will take precedence.
• Provide an error message as connectivity interruptions arise.
• Have a privacy policy that complies or is similar to the Platform for Privacy Preferences Project (P3P) standards.

The Selected Firm will:
• Ensure that the Catalog data is maintained, updated and accurate.
• Invoice at catalog prices or lower and accept payment of catalog price if there is a discrepancy
• Negotiate freight terms for Marketplace purchases.
• Agree to develop and maintain a delivery performance standard and provide annual reports on such performance
• Register in eVA and maintain its registered status for the term of this Agreement. Additionally, maintain the necessary number of eVA sites for orders to be placed from the Marketplace.
• If necessary will maintain and update accurate Ship to addresses in its system
• Provide reports as required by the University update and maintain its catalog in the system. Such reports may include sales by item, price and quantity sold per time, percentage increase in sales, average lead time, percentage of on-time deliveries and delivery errors.

42
• Support a manual process for change orders.
• Encourage University user to utilize the UVa Marketplace for placing orders

The University reserves the right to remove the Selected Firm’s catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at anytime during the term of this Agreement.
Attachment 3

Procedure for Resolution of Contractual Claims

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

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

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

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

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

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

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

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

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

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

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women-and minority-owned (SWAM) businesses. As one of our most important 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
Grant Number: 1S10RR025087-01
PI Name: BERR, STUART S.
PI Email: berr@virginia.edu
PI Title:
Project Title: IBA Cyclone 18/9 Cyclotron
Award Amount: $1,992,300

Abstract: DESCRIPTION (provided by applicant): The University of Virginia (UVa) Schools of Medicine and Engineering have established successful research programs in the development and application of imaging methodologies for non-invasive serial studies of the molecular mechanisms underlying ischemic heart disease, cancer, diabetes, lung inflammation, and drug addiction in small animals and humans. Imaging is carried out by the UVa Molecular Imaging Center (UVaMIC) that houses state of the art imaging devices including magnetic resonance (MR), X-ray computed tomography (CT), fluorescence and bioluminescence imaging (BLI), single gamma emission tomography (SPECT), and positron emission tomography (PET) scanners. Radiotracer imaging (PET and SPECT) provides a good balance between sensitivity and spatial resolution and is best for imaging small amounts of targeted imaging agents. However, an extensive infrastructure is necessary for the production of custom targeted PET and SPECT imaging agents. We have established such an infrastructure with the appropriate chemists and radiochemistry lab space. However, there are no cyclotrons nearby, so we are relegated to receiving a small number of sufficiently long-lived PET isotopes from afar. This greatly increases the cost, decreases the efficiency of syntheses, and entirely precludes us from using some of the shorter lived isotopes (e.g., [11C]Carbon with a 20 minute half-life, or [15O]Oxygen with a 2 minute half-life) that are necessary for a variety of studies. We are requesting funds for radioisotope production equipment that will provide the missing link in our current setup for the synthesis of targeted imaging agents. We propose to purchase the IBA 18/9 cyclotron and accessories. Full utilization of the enhanced capabilities afforded by the cyclotron will be assured through an existing comprehensive technical, scientific, and administrative plan. PUBLIC HEALTH RELEVANCE The relevance to public health of the addition of a cyclotron to the already extensive imaging resources available at UVa is that the presence of a cyclotron will enable research that is now not possible on new ways of detecting, characterizing, and treating diseases utilizing PET and SPECT scanning.

Institution: UNIVERSITY OF VIRGINIA CHARLOTTESVILLE
BOX 400195
CHARLOTTESVILLE, VA 229044195
Fiscal Year: 2008
Department: RADIOLOGY
Project Start: 01-JUL-2008
Project End: 30-JUN-2009
ICD: NATIONAL CENTER FOR RESEARCH RESOURCES
IRG: ZRG1
Attachment 6
Cyclotron Facility Diagram
Approximation

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