Emergency Generator Maintenance Program

June 15, 2010
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Request for Proposal #DM061510
June 15, 2010

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I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (the “University”), a Virginia public corporation, seeks an experienced qualified firm(s) to design and implement a complete program to provide Preventative Maintenance, Emergency Service, and Repair of the University’s emergency generators. 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(s).
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 20,300 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 12,400 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.
In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks qualified experienced firm(s) to provide preventative maintenance and repair services of approximately 85 emergency generators located at the University’s Academic and Health System Buildings. The generators are identified in Attachment 6, Academic Emergency Generators and Attachment 7, Health System Emergency Generators.

The University and its Facilities Management Division seek qualified Selected Firm(s) to furnish all labor, materials, tools, and resources necessary to design and implement a maintenance, repair and inspection procedure for all the identified emergency generators in the University’s buildings to the satisfaction of the University and It Facilities Management Division. In addition to normal maintenance and repairs, the Selected Firm(s) will have the capability and resources to design, install and maintain new systems or replacement systems as required by the University and its Facilities Management Division.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm(s) to design and implement a complete maintenance and repair program for the Emergency Generators installed at the University’s Academic and Health System, to include those goods and services necessary to help the University achieve its goals as outlined in this RFP.

The Selected Firm(s) will provide emergency generator maintenance and repair as specified in the University’s plans and/or specifications of the project, the University’s Facilities Design and Construction Guidelines manual and any recognized codes and standards including, but not limited to; Building Officials & Code Administrators {BOCA}, Virginia Uniform Statewide Building Code, Occupational Safety and Health Administration {OSHA}, Environmental Protection Agency {EPA} regulations, National Fire Protection Association {NFPA} regulations, governing work in the State of Virginia.
Due to the size of the Facilities Design and Construction Guidelines, a copy is not provided with this RFP; however Firms may review a copy and / or obtain a copy upon request. In order to achieve this goal the Selected Firm(s) may be requested to provide those goods and services including, but not limited to, those outlined in this section.

The University operates approximately 85 emergency generators located on the Grounds of the academic campus and health system complex. The University currently has Preventative Maintenance and Repair Contracts to maintain the University’s emergency generators. These emergency generators are critical to the support of education, research, and health care services provided by the University. The Selected Firm(s) will demonstrate a thorough understanding of the unique demands and functional requirements of academic and medical center environments. The Selected Firm(s) will demonstrate flexibility in accommodating new and changing requirements, while providing reliable customer service and proven service performance. The University reserves the right to add or delete equipment and items from the resulting Agreements with five days written notice. New or additional items may be added with prior written notice from the University with terms and conditions to be mutually agreed upon by the University and the Selected Firm(s). The Selected Firm(s) must meet the following minimum requirements:

A. Quarterly Preventative Maintenance to include:
   1. Work Schedule
      a. The quarterly preventative dates are:
         • Begin March 6 with completion no later than April 5
         • Begin June 5 with completion no later than July 5
         • Begin September 5 with completion no later than October 5
         • Begin December 4 with completion no later than January 10
      b. The March 6 date will be when the annual preventative maintenance (Annual P.M.) will be performed.
2. Maintenance
   a. Extract an engine oil test and conduct a spectrochemical analysis quarterly and submit the written report to the University’s Contract Administrator(s) to be named later.
   b. Minimum of one oil change per year (includes oil and filters), which will be accomplished during the first Annual P.M.
   c. At a minimum, provide rust inhibitor, replacement of light lamps, air filters, replacement of battery electrolyte and adding water to batteries as required quarterly.
   d. The cost of these items, and any others that are proposed, are to be included in the quarterly unit rate preventative maintenance price.

3. Annual P.M.
   a. Perform quarterly preventative maintenance requirements and replace crankcase oil, oil filters, fuel filters, water filters, and air filters.

B. Repairs to include:
   1. Furnish all labor, materials, equipment, supervision and necessary incidentals to provide routine repairs.
   2. Provide all new genuine manufacturers or authorized replacement materials to the University at the Selected Firm(s) cost.
   3. Repairs will be performed on a time and materials basis and/or a fixed price quotation.

C. Emergency Services
   1. Provide on an as needed basis with a standard response time of two hours, twenty-four hours a day, and 365 days a year upon an E-mail, telephonic, or written request for service by the University’s Contract Administrators or designees.
   2. Perform emergency service work on a time and material basis based on contract hourly rates with materials invoiced at the Selected Firm(s) cost.
D. Personnel Requirements to include:

1. All work will be performed by journeymen mechanics, properly trained and qualified to perform this type of work in strict accordance with these specifications or the manufacturer(s) recommendations, whichever is more stringent.

2. Mechanics of the Selected Firm(s) must be approved by the University prior to performing any type of service.

3. Any mechanic personnel changes during the contract term will be submitted in writing by the Selected Firm(s) to the University’s Contract Administrators within three working days prior to the change.

4. The University reserves the right to refuse assignment of any mechanic deemed by the University to have inadequate training, credentials, or who demonstrates an inability to effectively maintain the equipment.

5. Completed work may be inspected and/or accepted or rejected by the University at any time. Any problems resulting from incorrect repair or preventative maintenance procedures will be corrected at no expense to the University.

E. Special Work Requirements

1. Provide uniforms for all personnel assigned to work at the University on behalf of the Selected Firm(s). Uniforms will contain the Selected Firm’s name and person’s name designated on the upper portion of the shirt. Uniforms must be worn at all times while on University property to designate affiliation with the Selected Firm(s).

2. Adhere to the University’s smoking policy. As of October 1, 2009, the University’s Medical Center became a smoke-free zone. Smoking is prohibited in buildings, parking garages, and on the Grounds as illustrated in Attachment 5, Health System Smoke Free Area Map. Appropriate signage is posted to identify and demarcate smoke-free zones.
3. Obtain parking permits from the University’s Department of Parking and Transportation for all vehicles parked on University Grounds. At no time will the Selected Firm(s) utilize Health System Parking Garages. Parking permits, tickets and/or towing charges are the sole responsibility of the Selected Firm(s). The University is not liable for any damage or expense resulting from illegally parked vehicles.

IV. Basis of Selection

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

A. The firm's plan to assist the University to meet its goals to design and implement a complete maintenance and repair program for the Emergency Generators installed at the University’s Academic and Health System, as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;

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

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

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

E. The 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

F. 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.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of a firm’s lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

A. Goods and Services

1. Describe how the firm plans to provide preventative and routine/repair maintenance services for emergency generators for the Academic and Health System Complex at the University of Virginia, which is the primary goal of this RFP.

2. Provide a copy of the checklist form the firm utilizes for Quarterly Preventative Maintenance Inspections listed by systems (i.e. cooling system, fuel system, electrical system, etc.).

3. Include a narrative of how the firm will notate and notify the University of required and/or recommended repairs discovered during the Quarterly Preventative Maintenance Inspections.

4. Provide a plan of operation to achieve the objectives set forth in Section II Background Discussion and Goals of the University and Section III, Scope of Goods and Services, specifically responding to each paragraph and subparagraph in the order addressed.

5. Detail how the firm plans to furnish and install new or replacement emergency generators.

6. Supply daily/weekly/monthly rental rates and delivery time period for emergency generators that may be required on an as needed basis.

7. Describe how the firm plans to work with the University to provide the desired Goods and Services.
B. Firm Information, Personnel, References, and Operations

1. Provide a brief history of the firm and its experience qualifications, and success in providing the desired services.

2. Provide information on those individuals assigned to work with the University including documentation of training and experience in providing the desired services. Specifically identify the name and contact information for the individual assigned to act as the coordinator for both the firm’s proposal and any subsequent responses required of the firm as a part of the RFP process.

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 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.

7. 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.

8. State law requires that certain projects within the scope of this RFP be performed by a contractor licensed by the Commonwealth of Virginia. Other projects within the scope of this RFP need not be performed by a licensed contractor. If a firm desires to be considered for all projects within the scope of this RFP, the firm will provide with its proposal a copy
of the firm’s Commonwealth of Virginia Contractor’s License. If the firm does not provide with its proposal a copy of the firm’s Commonwealth of Virginia Contractor’s License, the firm will be considered by the University, if at all, only in connection with the award of a contract or contracts for projects which, in the sole and absolute discretion of the University, need not be performed by a licensed contractor.

C. Financial Proposal

1. Describe the fees that will be charged for the goods and services. Ensure that fees are provided for all Goods and Services’ categories proposed by the firm.

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

3. Provide pricing for Quarterly Preventative Maintenance and Load Bank Testing as listed in Attachment 6, Academic Emergency Generators and Attachment 7, Health System Emergency Generators. Each unit must be priced. Include all applicable hourly or daily rates. The proposed fee must include all travel and related expenses.

4. Describe how the University will be charged for all new/replacement equipment. Provide a discount schedule off a published list price for all new equipment. Include any additional discounts available for early payment of invoices.

5. The University may procure additional Products and Services (“Services”) from the Selected Firm(s) throughout the term of the Agreement as a result of this RFP. The exact pricing of these Services will be determined at the time of purchase and be provided under Most Favored Nations Pricing, identified in Attachment 2, Preferred Contractual Provisions, Section M., Favored Nations.

6. State the firm's willingness to work closely with the University’s designated representatives to accomplish preventative and routine/repair
and maintenance services within the timeframes established by the University.

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

8. Provide information regarding any/all warranties.

9. State the firm’s agreement to receive payments electronically via Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. Prior to contract award, the Selected Firm will be required to contact University Procurement Services’ Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

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 Service Accounting (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 the Commonwealth of Virginia’s Department of Minority Business Enterprise (DMBE) is 40%. Targets for each business segment are as follows:

<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 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: 06/15/10
- Preproposal Conference: 06/29/10
- Deadline for Receipt of Proposals: 07/2010
- Oral Presentations/Negotiations: 08/10/10 and 08/11/10 (if needed)
- Contract Award: 11/03/10

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: Diane Morse, VCO Buyer Specialist
Telephone: (434) 982-5076
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: dm5h@virginia.edu
Any questions concerning this RFP will be directed to Diane Morse 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 rose.

C. Preproposal Conference
An optional conference for firms receiving this RFP will be held on Tuesday, June 29, 2010 at 10:00 a.m. in Facilities Management Annex Conference Room (behind Leake Building), 575 Alderman Road Charlottesville, Virginia 22903 (map viewed at this web site):
http://www.virginia.edu/webmap/HStadiumHereford.html

While attendance at this conference will not be a prerequisite to submitting a proposal, interested parties who intend to submit a proposal are very strongly advised to attend. 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 2:00 p.m. on Friday, June 25, 2010 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., Tuesday, July 20, 2010. Five 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. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Oral Presentations and Negotiations are tentatively scheduled for Tuesday, August 10 and Wednesday, August 11, 2010.

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.; and
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.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described 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 citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm 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. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that it’s pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.
Attachment 1
Mandatory Contractual Provisions

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

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

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

D. Amendments
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement 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

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

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

H. Drug-Free Workplace

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

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

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

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

J. eVA Transaction Fee

The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA 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.

K. 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___________________

Subject to Section V., Contents of the Proposal, item B. Firm Information, Personnel, References and Operations, #8 of this RFP, a copy of the license must be furnished upon request to the University or VASCUPP member institution.
L. Unauthorized Alien Use.

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

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

B. Term of Agreement
The term of this Agreement will be for three years, with the ability to renew on the same terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm(s). The Selected Firm(s) and the University will mutually agree at least 90 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator
The University will identify Contract Administrators 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.

**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 with an aggregate limit of not less than $4,000,000 for products/completed operations and the general aggregate, also with coverage for the following coverage’s:

- {X} Premises/Operations
- {X} Products/Completed Operations
- {X} Contractual
- {X} Independent Contractors
- {X} Personal Injury
- {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 coverage’s for vehicles operated by their employees.
Any Automobile    Owned and Non-Owned Automobiles
Transportation of Hazardous Substances

Umbrella/Excess Liability:
The Selected Firm and any Subcontractor will maintain excess liability coverage of at least $2,000,000 per occurrence that provides coverage uniform with the underlying general liability insurance.

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. 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 the 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: nrn9g@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. 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 [Phone: (434) 924-4212 or email: uva-prs-boa@virginia.edu]. Accordingly, the Selected Firm agrees to accept Bank of
America’s ("BoA") ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

R. Marketing

The University encourages the Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in the Selected Firm’s Goods and Services. However, the Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that the Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.
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
Attachment 5 Health System Smoke Free Area
## Attachment 6
### Academic Emergency Generators

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<th>UVA Equip. #</th>
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**Quarterly PM Total**
### Health System Emergency Generators

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| Quarterly PM Total | Total |