Request for Proposal

Faculty Compensation Plan

September 22, 2011

Issued by

The University of Virginia
Procurement and Supplier Diversity Services
Charlottesville, Virginia

A VASCUPP Member Institution
I. GENERAL INFORMATION

Request for Proposal (RFP) Name: Faculty Compensation Plan

RFP Number: MW092211

Issue Date: September 22, 2011

Brief Description: The University of Virginia (“University”) and its School of Medicine (SOM) are seeking an experienced consulting firm to assist the SOM with the development of a new compensation plan for the faculty in its Department of Medicine (DOM).

RFP Schedule

● Preproposal Conference Call: An optional Preproposal Conference Call will be held on Wednesday, September 28, 2011 at 4:00 p.m., EDT. The purpose of the Preproposal Conference Call is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP. The conference call number is 866-842-5779 and the access code is 4342430326.

● Proposal Due Date: October 5, 2011 (Wednesday) by 3:00 p.m. EDT. Please send ten copies of your proposal to the address listed below. In addition, please send a copy of your proposal via email to the buyer using the contact information in the box below. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

● Oral Presentations/Negotiations: Oral Presentations/Negotiations are tentatively scheduled for the week of October 24, 2011.

● Expected Award Date: November 11, 2011.

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.

The RFP has been posted on Procurement and Supplier Diversity Services web site and 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. Addenda and attachments are posted if issued. 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 above. Additional information can be found on Procurement and Supplier Diversity Services web site at [http://www.procurement.virginia.edu](http://www.procurement.virginia.edu)

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

### REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA  
Department of Procurement and Supplier Diversity Services  
1001 North Emmet St, Carruthers Hall  
P.O. Box 400202  
Charlottesville, VA 22904-4202  

Buyer: Michael Warlick  
Phone: 434-924-8918  
Fax: 434-982-2690  
Email: [warlick@virginia.edu](mailto:warlick@virginia.edu)

**NOTE 1:** 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.

**NOTE 2:** During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Shannon Wampler, the University’s Senior Supplier Diversity Coordinator, at (434) 924-3173 or [SWAM@virginia.edu](mailto:SWAM@virginia.edu). Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.

### II. BACKGROUND INFORMATION

When Thomas Jefferson founded the University of Virginia (“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 24,541 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.

The University’s School of Medicine (“SOM”) has a long tradition of excellence in a collaborative atmosphere within the school, and within a health system that also includes the University Physicians Group (UPG), the School of Nursing, the University Medical Center, and the Health Sciences Library (collectively “UVA Health System”). It is one of the largest schools within the University, with approximately 1,100 salaried faculty, 1,000 visiting faculty and 1,500 staff. The SOM consists of 21 clinical departments (including the Department of Medicine (“DOM”), eight basic science departments, 16 research centers and a major research library.

The University’s DOM was founded in 1906 and celebrated its 104th anniversary in 2010. The DOM is comprised of approximately 275 faculty members and has an annual budget of over $100M. There are ten Divisions and one Center in the Department: Allergy and Clinical Immunology; Cardiovascular Medicine; Endocrinology and Metabolism; Gastroenterology; General Medicine, Geriatrics and Palliative Care; Hematology/Oncology; Infectious Diseases/International Health; Nephrology; Pulmonary and Critical Care; Rheumatology; and the Center for Immunity, Inflammation and Regenerative Medicine.

The University’s University Physicians Group (“UPG”) is an academic medical group practice committed to the uncompromised delivery of quality patient care. UPG was founded in 1979 as a non-private, non-profit organization and serves to further the interests and goals of the UVA Health System. UPG performs billing and collections functions for physician professional services; manages primary care practices; oversees physician payroll and benefits, including a pension plan; negotiates commercial payer contracts; participates in clinical outreach business development; and offers legal and financial services. UPG employs 1,150, which includes the 700+ physician faculty. Both UPG and SOM combined have annual expenditures in excess of $500 million. This amount contains expenses for operating costs as well as capital expenditures for facilities and equipment.

### III. SCOPE OF SERVICES

It is the University's intent to enter into an Agreement with the Selected Firm to provide consulting services to assist in the development of a new faculty compensation plan for faculty in the DOM that incentivizes and rewards productivity and quality outcomes in all mission areas (Clinical, Administration, Research, Teaching, Service/Strategy) with strong preference towards an XYZ compensation model where X is the individual base salary, Y is variable compensation throughout the year based on individual productivity and quality outcomes, and Z is an annual incentive based on broader unit performance.
The Services provided should include those services necessary to help the University achieve its goals as outlined in this RFP.

A. General Guidelines
1. Become familiar with existing compensation plan.
2. Identify institutional priorities and how compensation plan can support achievement of said priorities.
3. Identify faculty satisfaction issues and how compensation plan can complement current efforts to address faculty recruitment, satisfaction and retention.
4. Update the DOM compensation plan in order to bring it in line with institutional goals and individual job satisfaction.

B. Proposed Process
1. Interview School of Medicine, Department of Medicine, University Physicians Group, and Medical Center leadership, key faculty members, and key administrators to determine desired faculty behaviors related to institutional priorities.
2. Review history and current status of current compensation plan.
3. Develop and conduct faculty job satisfaction survey with all Department faculty members to gather input on factors leading to higher faculty job satisfaction.
4. Benchmark current faculty activity to national standards.
5. Model possible compensation plans that address job satisfaction issues identified in survey and key institutional priorities identified during interviews.
6. Facilitate meetings with faculty as models are developed in order to solicit input and feedback.
7. Develop and execute Department-wide communication plan to keep faculty informed of progress.
8. Review models with leadership and assist with selection of final model.
9. Develop communication and implementation plan for new model.
10. Facilitate planning for the dry run period.

IV. CONTENTS OF PROPOSAL

Proposals should include information requested in this section and presented in the order as outlined. Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

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 the firms’ lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.
Firms will provide the following information:

A. A letter of introduction. Include the name of the firm’s primary contact during the RFP process with their phone numbers and email address.

B. A narrative describing the size of the firm and the type of consulting in which the firm is engaged. Include relevant experience at colleges and universities, and/or health care systems that dealt specifically with faculty compensation, including the XYZ compensation model.

C. A list of references, including telephone and email contact information, from organizations for which the firm has completed similar faculty compensation plans, including XYZ modeling.

D. Name and biography including credentials, qualifications, and experience of the principal(s) who will be assigned to this project. Also include a biography for any staff assigned to this project.

E. Overview of your preferred process for facilitating the development and implementation of a new faculty compensation plan.

F. Detailed description of services to be provided as set forth in this RFP, including a timetable with an end date to complete work no later than March 31, 2012. State the firm's willingness to meet the University schedule for this procurement.

G. Financial Proposal
   1. The firm’s proposed fee for providing the Services. Provide separate pricing for specific components of the project.
   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 agreement to receive payments electronically via Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. For more information about these payment methods, click here: [http://www.procurement.virginia.edu/pagepaymentmethods](http://www.procurement.virginia.edu/pagepaymentmethods). Prior to contract award, the Selected Firm will be required to contact University Procurement and Supplier Diversity 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].

H. Contractual Arrangements:
   1. Provide the University with any form or contract the University may be requested to sign.
   2. 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.
3. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. 
A list of the VASCUPP Members can be found at 

I. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement. For more information about SWAM and the University’s SWAM plan, please refer to Attachment 3 and this site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf. Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

NOTE: 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 its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

V. BASIS OF SELECTION

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

A. The firm's plan to provide the University with the Services requested;

B. The firm’s experience and references in providing faculty compensation plans, specifically the XYZ compensation model, and the experience and qualifications of the assigned principal(s) and staff;

C. The firm’s financial proposal;

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

E. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses. Note: A 10% minimum weight will be given to this criterion in evaluating proposals; and
F. Any other factors relevant to the firm's capacity and willingness to meet the University requirements.

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. All proposals received will be carefully evaluated by the University. The University then 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 within, certain matters will automatically be deemed part of the proposal.

VI. TERMS AND CONDITIONS

This solicitation and any subsequent award are subject to:

A. The University’s Mandatory Contractual Provisions, Attachment 1. Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the these provisions. 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.

B. The University’s Preferred Contractual Provisions, Attachment 2. Unless a firm expressly and specifically states its exception to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.

D. The Selected Firm registering as a vendor with the University of Virginia. 
https://www.procurement.virginia.edu/pagevendorregistrationform

E. Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. 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 [http://www.procurement.virginia.edu/pagepaymentmethods]. Prior to contract award, the Selected Firm will be required to contact University Procurement and Supplier Diversity 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].

F. The Selected Firm registering and accepting eVA Terms and Conditions prior to award. 
http://www.eva.virginia.gov/
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 and Supplier Diversity 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 and Supplier Diversity Services
   Carruthers Hall
   University of Virginia
If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

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

G. Workers' Compensation and Employers' Liability
The Selected Firm will (i) maintain Employers Liability coverage of at least $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

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

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

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

I. Information Technology Access Act
In accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

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

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

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity 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.

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. Services
During the term of this Agreement, the Selected Firm will provide for the University the 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 expected term of this Agreement will be for one year, with the ability to renew on the same or similar terms and conditions, for four additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

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

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

E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, 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 three 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. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm perform self-audits within reasonable parameters established by the University.

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 maintain a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence and an aggregate of $1,000,000, with coverage for premises and operations.

**Automobile Insurance:**
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per accident on all owned, hired, and non-owned vehicles operated by their employees.
Professional Errors & Omissions:
The Selected Firm and any Subcontractor will maintain professional errors & omissions insurance for the consulting services provided in this RFP with a minimum liability limit of $1,000,000 per claim.

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 and Supplier Diversity 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: [https://vascupp.org/hem.pdf](https://vascupp.org/hem.pdf)
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:

Lorie Strother
SWAM Contract Administrator
Procurement and Supplier Diversity Services
E-mail: ljs8n@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 9. G. 4 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 the Accounts Payable Division, 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 Services described in this RFP will be paid on a Net 30 days after receipt of the 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 and Supplier Diversity 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
([http://www.procurement.virginia.edu/pagepaymentmethods](http://www.procurement.virginia.edu/pagepaymentmethods))

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

S. Ordering Procedures  
The University does not place verbal orders for the Services. The University may place orders for the Services by issuing a formal written Purchase Order in advance of Selected Firm’s provision of the Services. Accordingly, at the University’s request, the Selected Firm will issue a proposal/quotation listing the Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize the Selected Firm to provide the Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm provides Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

T. 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. It is disclosed to a third party by the disclosing party with an obligation of confidentiality; or
5. It 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 make by it which contain any portions of the information unless otherwise provided for by the parties.

U. Compliance
The Selected Firm will comply with all applicable laws, industry standards and applicable University policies in performing services under this Agreement. Any Selected Firm personnel visiting the University’s facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities.

The Selected Firm warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Selected Firm, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

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

W. Agreement Signature
Any resulting agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.
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 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 a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

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. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. 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,

Colette Sheehy
Vice President for Management and Budget