Request for Proposal

Furnish and Deliver Materials/Supplies

September 19, 2013

A VASCUPP Member Institution
Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia
Furnish and Deliver Materials/Supplies
Request for Proposal #HH091913
September 19, 2013

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This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: http://www.procurement.virginia.edu/pagerfp. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement and Supplier Diversity Services web site: http://www.procurement.virginia.edu/pagehome

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (the “University”), a Virginia public corporation, seeks an experienced firm to Furnish and Deliver Materials/Supplies. 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 its services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

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

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage its 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 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.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks an experienced firm to Furnish and Deliver Materials/Supplies to begin January 1, 2014.

The University invites firms responding to this RFP to submit proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals. The University will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met.

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

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm for the delivery of building and maintenance supplies, materials, and services necessary to help the University achieve its goals as outlined in this RFP. In order to achieve this goal the Selected Firm may be requested to provide those goods and services outlined in this section.

A. The University seeks multiple firms to furnish and deliver building products and maintenance supplies, and general materials, in support of the operations and maintenance functions at the University. Services are not being solicited in this RFP, nor are janitorial and housekeeping supplies. The University’s Department of Facilities Management will be the primary end user of these services, however, other departments at the University may utilize and purchase from Selected Firms. Frequently purchased materials include, but are not limited to, plumbing and
electrical supplies, hardware, building supplies, HVAC materials, construction material, and general supplies. If your firm has a cooperative contract the University is accessing or is able to access and your firm is unable to offer a deeper discount, above and beyond the cooperative contract pricing, no response to this Request for Proposal is needed. Firms are encouraged to offer the best possible pricing, as end users will be more inclined to use more cost effective firms over others.

B. The most frequently used delivery locations for the University’s Department of Facilities Management in Charlottesville are the following:

- Facilities Management Material Division Warehouse, 575 Alderman Road
- Old Hospital Loading Dock, Jefferson Park Avenue
- Main Heating Plant, Jefferson Park Avenue

Facilities Management’s regular working hours are 7:00 a.m. – 3:30 p.m., Monday through Friday and the University’s regular working hours are 8:00 a.m. – 5:00 p.m., Monday through Friday, except on established holidays observed by the University.

C. The Selected Firms will deliver a wide variety of materials and supplies at the best possible price. The University expects Selected Firms to commit to:

- Maintaining a readily available inventory of required materials.
- Expediting delivery of materials and supplies to specified delivery locations.
- Providing technical, administrative, and field support services as needed to assist University departments.
- Minimizing or eliminating inventory stock outages on frequently purchased materials.
- Providing emergency services to include weekend and holidays.
• Providing a cooperative, quick resolution to any problems that occur during the term of the resulting Agreement.
• Participating in a continual evaluation process with contract administrators involved in contract performance.
• Submitting on a quarterly basis SWaM reports to the administrator listed in this document.

D. Financial proposals for any and all items will be based upon the Selected Firms’ discount off of manufacturer’s suggested list price. If no manufacturer’s price list exists, Selected Firms will establish a list price and a corresponding discount for those materials that will apply to all University purchases. Selected Firms will extend any special promotional sales prices/discounts immediately to the University during the term of the Agreement. Selected Firms will guarantee that the University will be granted pricing levels that meet or exceed the best terms applicable to any other customer.

E. Price Escalation/De-escalation:
• Price adjustments may be permitted only for changes in the Selected Firm’s cost of materials not to exceed the increase in the cost of operations per C.P.I – U (Consumer Price Index – All Urban Consumers – other services). No price increases will be authorized for 60 days thereafter and only where verified to the satisfaction of the University. Decreases will be implemented at any time during the contract and must be communicated immediately to the University.
• Selected Firms will provide at least 30 days’ notice of any price increase to the University. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Selected Firm must provide documentation of the amount and proposed effective date of any change in price. Submitted documentation must verify that the requested price increase is general in
scope and not applicable only to the University and verify the amount or percentage of increased which is being passed on to the Selected Firm by the Selected Firms’ suppliers. The Selected Firms will honor all purchase orders received prior to the effective date of the price adjustment at the Agreement prices.

- The University intends to conduct frequent compliance reviews, during which Selected Firms’ invoices will be audited to ensure compliance with its Agreement terms.

F. Standard Procedures

- Selected Firms will provide delivery service to specified sites on a daily basis. Orders will be placed using either a University issued Purchase Order (“PO”) or the University’s purchasing card.

- If materials are backordered, the Selected Firm will provide an estimated time of delivery for those items.

- If materials are direct shipped from a supplier, the University’s unique PO must appear on the packing list.

- The University reserves the right to independently solicit bids for any items. No specific amount of business or order quantities is guaranteed for any Agreement resulting from this RFP.

- Selected Firms will provide the University with a point of contact to coordinate field support and expedite orders, correct order deficiencies, and provide information on overdue orders.

- Invoicing for the University’s Department of Facilities Management will be electronic (cXML) invoicing, referencing the University’s unique PO number, work order number, and work center number for each order placed.
G. Electronic Catalog and Invoicing

It is the intent of the University to enter into Agreement with Selected Firms who are willing to provide the University with electronic or punch-out catalog in the University’s Marketplace ordering system. The University will be selective in which firms will be awarded a catalog opportunity, depending on product offering and usage by Facilities Management. In addition, electronic delivery of purchase orders, electronic delivery of invoices, and electronic payment of invoices is expected. The provisions of this request are listed below:

- **e-Commerce Incentive**
  The Selected Firm agrees to pay the University $2,500 as an annual e-Commerce incentive payment. Payment of the e-Commerce incentive amount will arrive at the University no later than February 1 of each respective year covered by a resulting Agreement.

  Payment will take the form of a check. All checks, for the e-Commerce Incentive and any other fee/rebate/payment made by the Selected Firm, will be made payable to the University of Virginia.

  In consideration of for this fee, the University will:
  - Reserve placement for the Selected Firm as a SciQuest Punch-Out catalog vendor in the Marketplace. The Punch-Out Catalog pricing will be formatted in such a way that the Selected Firm’s list pricing for an item is clearly discernible along with the applicable discount and net pricing (after discount) to the University;
  - Identify Selected Firm as a contract supplier within the UVa Marketplace; and
  - Maintain a Contract Summary Sheet (“CSS”) for the Selected Firm at the University’s Procurement and Supplier Diversity Services contract website;
• **Electronic Invoicing**

The Selected Firm commits to invoicing the University electronically, on all transactions beginning no later than six months after fully executed agreement. “Electronic Invoicing” is defined as a University-approved methodology for automated University receipt and entry of invoices. Among the methodologies currently approved are:

- cXML delivery of invoices (for which the University would deliver, and the Selected Firm would accept, cXML delivery of University purchase orders;
- SciQuest’s purchase order to invoice flip (“POTIF”) methodology;
- Any methodology approved by the University in the future; or
- Any combination thereof.

Simply delivering copies of invoices via facsimile transmission or e-mail is not considered to be “Electronic Invoicing” for the purposes of this Agreement. For all orders involving catalog products, the Selected Firm agrees to invoice at pricing no greater than the catalog pricing in place at the time of the creation of the purchase order.

• **Non-catalog Order and Non-Electronic Invoice Submission**

For non-catalog orders, the Selected Firm commits to invoicing the University electronically, on all transactions involving non-catalog products, beginning no later than, six months after fully executed agreement.

For those orders where the University determines that electronic invoices are not practical, the Selected Firm will submit one original invoice, referencing the correct, valid University purchase order number, to:

- The address of the University’s Accounts Payable Department, as provided on the Purchase Order; or
- As otherwise instructed by the University’s Accounts Payable Department.
It is the expectation of the University that the Selected Firm will primarily direct its University business through the Selected Firm’s Marketplace catalog offering. If for any continuous 30-day period the Selected Firm’s catalog transaction volume is below 80% of its overall number of transactions (measured by both line volume or overall dollar amount), the University reserves the right to terminate the resulting agreement and the Selected Firm’s catalog placement in the Marketplace immediately.

Unless otherwise specifically requested in writing by the University, the Selected Firm will not submit any non-electronic invoice for any transaction in which the Selected Firm previously submitted an electronic invoice.

- Payment Methods and Terms

The Selected Firm will participate in one of the specific University approved forms of electronic payment. In exchange, the University and the Selected Firm agree that the Selected Firm’s payment terms will be 2%/15 Net 45.

In the event of termination of this Agreement, the Selected Firm’s payment terms after termination will remain at 2%/15 Net 45 and the Selected Firm agrees to continue electronic invoicing.

The University will compute early payment 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 properly formatted invoice is received in Accounts Payable, whichever is later. The University will take the early payment discount if payment is made within the specified time frame.
Contract Administrator

The individual named below will serve as the Contract Administrator and will be the point of contact at the University for day-to-day operations under this Agreement. The Contract Administrator cannot approve amendments or price changes to the resulting Agreement. The Selected Firm will channel all communication through:

Heather Hite
Buyer Specialist
University of Virginia
Procurement and Supplier Diversity Services
Carruthers Hall
1001 N. Emmet Street
PO Box 400202
Charlottesville, Virginia 22904-420
Phone: 434-982-5077
Email: hch3h@virginia.edu

With All Checks Sent To:
Dolores Hildebrand
Assistant Director, Business Operations
University of Virginia
Procurement and Supplier Diversity Services
Carruthers Hall
1001 N. Emmet Street
PO Box 400202
Charlottesville, Virginia 22904-420

The Selected Firm will not make any commitments, comments, or actions on behalf of the University without the explicit direction of the Contract Administrator. The University reserves the right to change its Contract Administrator, upon notice to the Selected Firm.
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 for delivery of specified materials 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 quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;

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

G. 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

H. The firm’s ability to comply with providing the University with an electronic catalog and electronic invoicing.

V. Contents of the Proposal

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

A. Goods and Services
1. Describe how the firm plans to furnish and deliver goods, which is the primary goal of this RFP. Explain how you will determine inventory levels your firm will keep in stock on behalf of the University.

2. 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.

3. State the name of the individual responsible for implementing and reporting on the Selected Firm’s Small, Woman-owned, and Minority-owned (SWaM) program.

4. Provide the Top 50 items sold, by frequency, over the past year and pricing charged to the University. Provide the Top 10 most expensive, specific items sold to the University over the past year. Include in your response the part number, layman’s detailed description, and price.

B. Firm Information, Personnel, References

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

2. Provide information on those individuals assigned to work with the University including a description of their experience in providing similar goods and 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 the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at https://vascupp.org.
5. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.

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. Explain your firm’s process for returns or restocking process. Clarify your firm’s intent to extend free delivery to the University.
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. 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].

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. 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 2012 SWAM plan spend goal for firms certified by the Commonwealth of Virginia’s Department of Minority Business Enterprise (DMBE) is 44%. Targets for each business segment are as follows:

<table>
<thead>
<tr>
<th>Business Segment</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Enterprises</td>
<td>5%</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>7%</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>32%</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 its 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, Office of the VP for Management and Budget’s Request for Commitment letter.

F. 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:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP</td>
<td>09/19/13</td>
</tr>
<tr>
<td>Preproposal Conference</td>
<td>10/04/13</td>
</tr>
<tr>
<td>Deadline for Receipt of Proposals</td>
<td>11/01/13</td>
</tr>
<tr>
<td>Oral Presentations &amp; Negotiations</td>
<td>12/03/13 (beginning)</td>
</tr>
<tr>
<td>Contract Award</td>
<td>03/14/14</td>
</tr>
</tbody>
</table>

B. Issuance of RFP and Questions
The Issuing Office for this RFP is:
Procurement and Supplier Diversity 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: Heather Hite, buyer specialist  
Telephone: (434) 982-5077  
Fax: (434) 982-2690  
TDD: (434) 982-HEAR  
Email: hch3h@virginia.edu

Any questions concerning this RFP will be directed to Heather Hite 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 Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference

A conference for firms receiving this RFP will be held on Friday, October 4, 2013 10:00 a.m. (EDT) in Newcomb Hall, Commonwealth Room, located at the south end of the 3rd floor of Newcomb Hall, Charlottesville, Virginia (map viewed at this web site: http://www.virginia.edu/Map/). “Cash Only” parking is available at the Central Grounds Parking Garage, 400 Emmet Street, Charlottesville, Virginia. 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 3:00 p.m. (EDT) on Wednesday, October 2, 2013 of the names, titles, and phone numbers of the individuals who
will attend. Firms traveling to Charlottesville can go to the following website for travel arrangement assistance:  http://www.virginia.edu/placestostay/

D. Proposal Deadline

All proposals must be received at the Issuing Office by 3:00 p.m., (EDT), on Friday, November 1, 2013. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University. Firms must submit an electronic original proposal that will be received by the University by the proposal deadline to hch3h@virginia.edu. In addition to the original proposal, firms must provide two hard copies of the original proposal in individual, bound volumes. All electronic proposal documents, whether originals or copies, should be formatted as Microsoft Word documents.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure. RFP Section VI-J, Virginia Freedom of Information Act, applies.

E. Oral Presentations and Negotiations

Oral presentations and negotiations 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. Firms must also be prepared to exhibit its ability to comply with a punchout catalog and provide a live demonstration. Oral presentations and Negotiations are tentatively scheduled for December 3, 2013 through December 13, 2013.
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 and Supplier Diversity 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 and Supplier Diversity 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 and Supplier Diversity 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, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that
includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.*

**IMPORTANT:** 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/fees 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 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
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 $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**

All electronic and information technology procured through this RFP must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at [http://www.section508.gov](http://www.section508.gov).

Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

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, 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.
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 or similar terms and conditions, for two additional two-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 its 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 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 its 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 $1,000,000 per occurrence and a $3,000,000 aggregate limit with coverage for the following:

{X } Premises/Operations  {X } Products/Completed Operations
{X } Contractual  {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 coverages for vehicles operated by its employees.

{X} Any Automobile {X} Owned and Non-Owned Automobiles

*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. Cooperative Purchasing / Use of Agreement by Third Parties
It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, this Agreement may be extended to the entities indicated above to purchase goods and services in accordance with this Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm may modify the terms and conditions of this Agreement to accommodate specific governing laws, regulations, polices, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm.
The Selected Firm will notify the University in writing of any such entities accessing this Agreement. The Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. 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 this 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 this Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

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

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. **Electronic Procurement**

The Selected Firm agrees to provide and maintain an electronic catalog in the University’s Electronic Marketplace (the “Marketplace”). Catalogs can be hosted in the Marketplace or a punchout from the Marketplace to the Selected Firm’s website. The University requires the following from its catalog vendors.
Punchout Catalog Firms will:
- Notify the University’s Contract Administrator of pricing and product changes prior to making a change.
- Clearly notate shipping terms, return policy and cancellation policy in the punchout catalog.
- Provide training or help details in the punchout catalog.
- Allow customization of the punchout catalog with the University’s marks, logos and/or necessary language.
- Agree that to the extent the terms and conditions of this Agreement are in conflict with those in the punchout catalog, this Agreement will take precedence.
- Provide an error message as connectivity interruptions arise.
- Have a privacy policy that complies or is similar to the Platform for Privacy Preferences Project (P3P) standards.

The Selected Firm will:
- Ensure that the Catalog data is maintained, updated and accurate.
- Invoice at catalog prices or lower and accept payment of catalog price if there is a discrepancy.
- Negotiate freight terms for Marketplace purchases.
- Agree that all catalog content and the format in which catalog content is presented will be of a mutually acceptable nature.
- Agree to develop and maintain a delivery performance standard and provide annual reports on such performance.
- Disclose to the University all non-University revenue that is generated with the catalog such as, but not limited to: advertising fees, search functionality prioritization fees, rebates of any kind, etc.
- Register in eVA and maintain its registered status for the term of this Agreement. Additionally, maintain the necessary number of eVA sites for orders to be placed from the Marketplace.
- If necessary will maintain and update accurate Ship to addresses in its system.
• Provide reports as required by the University update and maintain its catalog in the system. Such reports may include, sales by item, price and quantity sold per time, percentage increase in sales, average lead time, percentage of on-time deliveries and delivery errors.
• Support a manual process for change orders.
• Encourage University user to utilize the UVa Marketplace for placing orders.

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

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

T. **Future Goods and Services**

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

U. **Ordering Procedures**

The University does not place verbal orders for the Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Selected Firm’s provision of the Goods and Services. Accordingly, at the University’s request, the Selected Firm will issue a proposal/quotation listing the Goods and 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 Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm provides Goods and
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.
Attachment 3

Procedure for Resolution of Contractual Claims

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

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

A. The Selected Firm must provide the written claim to:
   Assistant Director of Procurement and Supplier Diversity 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 and Supplier Diversity Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity 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 and Supplier Diversity 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 and Supplier Diversity 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 and Supplier Diversity 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 and Supplier Diversity 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 and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and the Selected Firm mutually agree.

G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement and Supplier Diversity 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 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