New Employee Orientation eLearning Modules

RFP# MW111212
November 12, 2012

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

A VASCUPP Member Institution
I. GENERAL INFORMATION

A. Purpose of this Request for Proposal (RFP)
The Rector and Visitors of the University of Virginia (the “University) and its Human Resources department seeks an experienced firm to provide full design and development services for four eLearning modules (i.e., electronically delivered learning and teaching) associated with the University’s New Employee Orientation program.

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

For ease of reference, each firm 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.

B. RFP Schedule and Information:

● **Preproposal Conference Call**
  An optional Preproposal Conference Call will be held on Monday, November 19, 2012 at 2:00 p.m. EST. The purpose of the Preproposal Conference 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 conference code is 9504017060. If your firm plans on participating in the Preproposal Conference Call please send an email to the buyer listed below beforehand.

● **Proposal Due Date**: Thursday, December 6, 2012 by 3:00 p.m. EST. Please provide two hard copies of your proposal to the address listed below. In addition, please send an electronic version of your proposal via email to the buyer listed. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

  Note: Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must follow the requirements as set forth in Section I.G, Virginia Freedom of Information Act, below.

● **Negotiations**: Negotiations are tentatively scheduled for January 17 - 18, 2013.
C. Communication with the University

1. During this procurement, all communication with the university regarding this RFP must be directed to the Procurement & Supplier Diversity Services office and the buyer listed below. FAILURE TO ADHERE TO THIS REQUIREMENT MAY RESULT IN THE REJECTION OF THE FIRM’S PROPOSAL. The only exception is for issues directly related to Small, Women-owned and Minority-owned (“SWAM”) business and SWAM subcontracting opportunities. Such SWAM issues may be directed to Les Haughton, the University’s Director of Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu.

2. Refer all questions / correspondence to the issuing office:

   University of Virginia
   Procurement & 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

   Note: If your proposal is submitted via the U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

3. 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]

D. Expected Term

The expected term of any resulting agreement will be for five years, with the ability to renew on the same terms and conditions for two additional one-year periods if mutually agreeable to the University and the Selected Firm.

E. Proposal Offer Period

By submitting a proposal, the firm agrees that its proposal constitutes an offer which will remain open and irrevocable for a period of 150 days from the deadline for submitting proposals.
F. Rejection of Proposals
The University reserves the right to reject any or all proposals received. Non-acceptance 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.

G. 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.

II. BACKGROUND INFORMATION

A. University Background
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 24,000 plus 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.

B. New Employee Orientation Background

University Human Resources hosts a comprehensive orientation experience for new faculty and staff that delivers an inviting and informative introduction to the University of Virginia. Designed to meet a range of needs, the program provides information on employee benefits and policies, organizational structure and University culture and history.

The New Employee Orientation program is administered by University Human Resources’ Employee Development team. The Employee Development team offers a variety of courses, programs, and services to make the employment experience successful and rewarding. The University is a wonderful place to work for employees who want more than just a "job" -- it's a place to build a career and a place to make a difference. Our programs encourage life-long learning that offers both personal and professional enrichment.

As the University continues to evolve the orientation experience, we intend to create a welcoming and more holistic “process” for orienting new employees. This process will focus on delivering the right content at the right time to support the new employee’s successful transition into the university community. The vision for the New Employee Orientation includes the following components:

<table>
<thead>
<tr>
<th>Component</th>
<th>Description</th>
<th>Timing</th>
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<tbody>
<tr>
<td>Introductory letters</td>
<td>Prepares new employees for the orientation process</td>
<td>After verbal acceptance of job offer</td>
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<tr>
<td>In-person learning experience</td>
<td>Half-day learning experience that focuses on University culture and creating an affinity for the University</td>
<td>First day of work or next available session (offered twice/month)</td>
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<tr>
<td>eLearning modules</td>
<td>Four web-based modules that focus on the following areas:</td>
<td>First month of employment; available immediately after in-person learning experience</td>
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<tr>
<td></td>
<td>• University Policies and Practices</td>
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<td></td>
<td>• Benefits and Leave</td>
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<td></td>
<td>• Safety and Security</td>
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<td></td>
<td>• Getting Paid</td>
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<tr>
<td>Checklist</td>
<td>Tool for managers and new employees to review location-specific information and to remind employees about important tasks to complete</td>
<td>First six months of employment</td>
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<tr>
<td>Personal contact</td>
<td>Follow-up from HR to answer questions and reinforce checklist content</td>
<td>Two weeks and four weeks after in-person learning experience</td>
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III. SCOPE OF GOODS & SERVICES

The University is seeking a firm to provide full design and development services for the four eLearning modules. This includes developing the look and feel, determining instructional strategies, storyboarding, creating graphics and media if necessary, and producing a finished product that will work in Oracle LMS v. 12.1 (or whatever version is current at time of delivery).

Content for these modules exists today as part of the current New Employee Orientation instructor-led class. This project requires converting that existing content to eLearning based on the following information:

<table>
<thead>
<tr>
<th>Audience:</th>
<th>All new faculty and staff employees</th>
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<tbody>
<tr>
<td>Finished Length:</td>
<td>75 minutes of unique content in four modules</td>
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<tr>
<td>Learning Objectives</td>
<td>According to Bloom’s Taxonomy, these modules will focus on knowledge and comprehension. Upon successful completion of these modules, learners will be able to</td>
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<tr>
<td>– Recognize important University policies and practices (module 1)</td>
<td></td>
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<td>– Recall critical personal decisions about benefits that new employees must make (module 2)</td>
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<td>– Identify how to contribute to a safe and secure work environment (module 3)</td>
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<td>– Perform time recording tasks and read payslips (module 4)</td>
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<thead>
<tr>
<th>Content Outline</th>
<th>Module 1: University Policies and Practices</th>
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<tr>
<td>– Welcome video and letters from executive leaders</td>
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<tr>
<td>– Important Policies and Practices</td>
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<tr>
<td>o Equal Opportunity Programs</td>
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<td>o Drug &amp; Alcohol Use Policy</td>
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<td>o IT and Electronic Communications Policy</td>
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<tr>
<td>– Virginia/UVa Laws, Policies, and Practices</td>
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<tr>
<td>o Freedom of Information Act</td>
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<tr>
<td>o Code of ethics/standards of conduct</td>
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<tr>
<td>o Probationary period</td>
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</table>
Module 2: Benefits and Leave
- Benefits
  - Health/prescription/dental
  - Vision
  - Flexible Spending Account
  - Retirement
    - Life & Disability
    - Tax Deferred Savings Plan
    - 457 Plan
    - Cash Match
  - Workers’ Compensation
  - Backup Care
  - Education Benefits
- Leave

Module 3: Safety and Security
- Physical safety and security
- Workplace violence
- Emergency preparedness
- Computing/Information safety and security

Module 4: Getting Paid
- Payroll calendar
- Reading your payslip
- Entering your time in SSTL (Self-Service Time and Leave)

Content Approach:
The modules must be engaging and informative. Learners should feel positive and proud of their decision to join the University.

Messages should be at a level where they provide appropriate information for new employees, without being too detailed or overwhelming. Content should be designed in such a way that minimal to no annual updates are required as details change. This is especially important for benefits and leave information. Learners should be directed to appropriate resources for additional detail they may need.

Creative Approach:
Creatively, the modules should take advantage of existing University branding in tone and look and feel, evoking the rich heritage and traditions, academic excellence, quality, and pride of place that distinguish the University. Photographs are generally preferable to illustrations or avatars.

Multimedia Elements:
**Level of Interactivity:** knowledge- and comprehension-based
- Examples include
  - Multiple choice or true/false questions
  - Hot spot click reveals
Drag-and-drop exercises
Matching activities
Step-by-step visual representations

**Level of Animation:** primarily static graphics and transitions synched to audio
- Examples include
  - Photos
  - Basic illustrations/artwork
  - Audio cues animation, such as fade-ins, timed reveals, and other basic animation
  - Builds of diagrams/charts synchronized to audio
- There will likely be a need for some recorded system demonstrations and/or screen shots for the following topics: reading a payslip, entering time, and signing up for benefits.

**Level of Media:**
- Audio narration
- Potentially some video if it adds instructional value. We would depend on you to provide recommendations for video clips. We may have access to some video production capabilities, depending on final decisions made about video.

Note: In your pricing, provide a line item for video production if you are recommending video components.

<table>
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<tr>
<th><strong>Existing Materials and Resources:</strong></th>
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<tr>
<td>Access to photos taken by University photographers</td>
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<td>Approved University colors and logos</td>
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<tr>
<td>Existing instructor-led content</td>
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<td>Access to subject matter experts</td>
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<tr>
<td>Recorded system demonstrations and screen shots can be provided as needed</td>
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<tr>
<th><strong>Technical Requirements:</strong></th>
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<tr>
<td>All module files will be placed on a University of Virginia server. Deliverables should be supplied using XML files that adhere to industry standards for SCORM (Sharable Content Object Reference Model) specifications. XML files can be stored either in a zip or jar file.</td>
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<tr>
<td><strong>Learning Objects:</strong> Single or Hierarchy is supported. Information supplied in the XML files is used to create the content structure and learning objects in Oracle Learning Management (OLM).</td>
</tr>
<tr>
<td><strong>Tests:</strong> Tests, test sections, question banks, questions and responses can be included and must use the IMS Questions and Test Interoperability specification (QTI). Information supplied in the XML files will be used to create tests in Oracle Learning Management (OLM).</td>
</tr>
</tbody>
</table>
Modules must be Section 508 compliant.

**Tracking:** It will be necessary to track the completion of each module. Modules should complete on the last screen of each module. In addition, it will be necessary to bookmark where the user has left off if they exit prior to completion.

**CMI Objectives:** Are supported. Information supplied in text files using AICC specifications are used to create CMI objectives contained in learning objects.

**Module Strategy:** The goal is to be able to assign one module or multiple modules to a user. Most often, all modules (if multiple) will be assigned to a user. We need the flexibility to use either method for providing modules to users.

Note: In your pricing, provide a line item for the cost of combining all four individual modules into a single module as an additional deliverable.

**Minimum Required Deliverables:**
- Project plan
- Storyboard, including audio script
- A representative sample for approval before all modules are fully developed
- Two copies of the completed modules and all source material on hard media (examples: disk drive, USB, etc.)

**Expected Delivery Date**
- Four months after an award

## IV. CONTENTS OF THE PROPOSAL

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

A. A brief history of the firm. Include the name of the firm’s primary contact during the RFP process, to include phone numbers and email address.

B. Goods & Services
   1. Provide the proposed approach for the online modules as set forth in Section II, Background Information, and Section III, Scope of Goods & Services. Include details on how your firm would create an engaging learning experience. Also explain how the firm would design the content in a way that will minimize annual updates as details change.
2. Provide a sample of the firm’s proposed user interface, showing content placement and navigation buttons.

3. Indicate if and how (if appropriate) the firm will meet the following project requirements:
   a. Learner Engagement
   b. Minimizing Annual Updates
   c. University Branding
   d. Interactivity
   e. Animation
   f. Learning Object Standard (SCORM)
   g. Experience designing for integration with Oracle LMS
   h. Tracking
   i. Delivery Date

4. Provide a proposed timeline for the development and delivery of all modules, including significant milestones, deliverables, and review periods.

5. Provide a breakdown of the job functions required for this proposal and the estimated hours for each.

6. Specify any assumptions the firm is making in this proposal.

C. Relevant Experience
   Describe similar projects on which the firm has worked or highlight qualifications that uniquely qualify the firm to do this work. Provide samples and/or references where similar goods and services have been provided. Include the name of the firm / organization, the year the project was implemented, the complete mailing address, and the name of the contact person and its telephone number and email address.

D. Financial Proposal
   1. The firm’s proposed pricing. Provide the price for completing the work, given the information provided and any assumptions you are making. In your pricing, provide line items for the following special items:
      a. Combining all four modules into a single module as an additional deliverable.
      b. Video production

   2. 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, reference the contractual provision in Attachment 2 regarding this subject and also this link: [http://www.procurement.virginia.edu/pagepaymentmethods](http://www.procurement.virginia.edu/pagepaymentmethods).
E. Contractual Arrangements

1. Provide a statement that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions (with any proposed modifications), and agrees that these provisions will become a part of any final agreement.

2. Provide the University with any form or contract the University may be requested to sign.

3. 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.

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 [http://www.vcu.edu/procurement/coopcon.htm](http://www.vcu.edu/procurement/coopcon.htm)

F. 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](http://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.

G. Provide any other information which the University should consider in evaluating the firm’s proposal.

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 as described in Section II, Background Information, and Section III, Scope of Goods & Services, to include the firm’s proposed solution, including its creativity, instructional soundness, organization of content, ability to engage the learner, and the extent to which it minimizes annual updates.

B. The firm’s experience in providing Services similar to those described in this RFP, to include the firm’s references from clients;

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.

Note: The University reserves the right to make separate awards to multiple firms to provide the type of services similar to what is outlined in this RFP on an as-need-basis to the University. These awards, if made, would most likely be made after an award has already been made to a firm to provide the services specifically requested in this RFP.

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 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 and/or provides proposed modifications, then the proposal from the firm will automatically be deemed to include those provisions.**

C. The Selected Firm registering as a vendor with the University of Virginia. [https://www.procurement.virginia.edu/pagevendorregistrationform](https://www.procurement.virginia.edu/pagevendorregistrationform)
A. **Nondiscrimination**
During the performance of this Agreement, the Selected Firm(s)(s) 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(s)(s) 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 may assign or otherwise transfer its right or delegate its obligations under this Agreement without the other party’s express written consent. Notwithstanding the foregoing, either party may assign this Agreement pursuant to the sale, transfer, or merger of such party’s business, or that portion of such party’s business corresponding to the products and/or services to be provided under this Agreement, provided that the assignee agrees to be bound by all of the terms and conditions of this Agreement. The party seeking to assign this Agreement will provide the other party written notice at least thirty (30) days prior to any proposed assignment. The receiving party of such notification, however, reserves the right to terminate this Agreement within sixty (60) days upon such notification.

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)(s)'s proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm(s) 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
   University of Virginia
   P.O. Box 400202
   Charlottesville, Virginia  22904-4202
   Phone: 434-924-4019
   Fax:     434-982-2690

If to the Selected Firm(s):

   The person signing the Selected Firm(s)'s proposal in response to the University's RFP, at the Selected Firm(s)'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(s) is not an employee of the University, but is engaged as an independent contractor. The Selected Firm(s) 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)'s performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm(s) 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(s) 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(s), 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(s) agrees to 1) provide a drug-free workplace for the Selected Firm(s)'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)'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(s) 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(s), 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 this 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 this 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 Registration**

The eVA Internet electronic procurement solution 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 and 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(s) is required to register in the eVA Internet e-procurement solution prior to an award being made and to remain eVA registered during the term of this Agreement. The Selected Firm(s) will be subject to an eVA transaction fee, for which the Selected Firm(s) will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at [www.eva.virginia.gov](http://www.eva.virginia.gov).

K. **Contractor License Requirements**

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

L. **Unauthorized Alien Use**

The Selected Firm(s) 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(s) furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

M. **Governing Law**

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.
Attachment 2
Preferred Contractual Provisions

A. Payment Terms
The Selected Firm(s) 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(s) agrees to accept Bank of America’s (“BoA”) ePayables® (ghost card) method of electronic payment or BoA’s PayMode® (direct deposit) payment method of electronic payment. For more information go to this link: http://www.procurement.virginia.edu/pagepaymentmethods.

For ePayables, the payment term is Net 20. For PayMode, the payment term is Net 30 unless a cash discount is offered for early payment (1% 15/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.

B. 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 this Agreement or price changes.

C. 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.

D. Indemnification
The Selected Firm(s) 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 this Agreement by the Selected Firm(s) or its agents or subcontractors, including the provision of any services or products. The Selected Firm(s) 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.
E. **Termination**
If the Selected Firm(s) 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(s).

F. **Non-Appropriation**
Funding for any Agreement between the University and a Selected Firm(s) 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 this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

G. **Right of Audit**
The University reserves the right to audit or cause to be audited the Selected Firm(s)'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(s) 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(s) perform self-audits within reasonable parameters established by the University.

H. **Contractual Claims / Dispute Resolution**
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 can be found at: [http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf](http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf)

I. **Insurance**
Listed below is the insurance the Selected Firm(s) must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm(s) construe these minimum required limits to be their limit of liability to the University. Each Firm will maintain insurance which meets or exceeds the requirements of the University. No Agreement will be executed by the University until the Firm satisfied the insurance requirements of the University. The Selected Firm(s) 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(s).
Commercial General Liability:
The Selected Firm(s) and any Subcontractor will maintain a minimum Limit of Liability for bodily injury and property damage of $500,000 per occurrence, and an aggregate limit of at least $1,000,000, with coverage for:
- Premises – Operations
- Personal Injury

Errors and Omissions:
The Selected Firm(s) and any Subcontractor will maintain Professional Errors and Omissions liability insurance with a limit of not less than $1,000,000 per claim.

Automobile Insurance:
The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence with the following coverages for vehicles operated by their employees.

*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."

J. Use of Agreement by Third Parties
It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by the Selected Firm(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. The Selected Firm(s) will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm(s) will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with the Selected Firm(s) and will fully and independently administer its use of this 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(s) 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 the need may be.
K. 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(s) by the University's Director of Procurement and Supplier Diversity Services.

L. 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

M. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The Selected Firm(s) 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(s) 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(s) 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(s) 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)’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm(s)’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm(s) 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.”

N. Favored Customer
The Selected Firm(s) 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.

O. Services
During the term of this Agreement, the Selected Firm(s) 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 that has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

P. 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.

Q. Future Goods and Services
The University reserves the right to have the Selected Firm(s) provide additional goods and/or services that may be required by the University, under the same terms and conditions of this Agreement, which may include, but not limited to those described within. Such additional goods and services may include other products, components, accessories, subsystems or related services. These additional goods and services will be provided to the University at Favored Customer pricing conditions.

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

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

T. 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 by Selected Firm/Vendor (or its
subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

Selected Firm/Vendor warrants to the University that the University will own all rights, title and interest in any and all intellectual property created in the performance of this Agreement 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. Selected Firm/Vendor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance of this Agreement to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise 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.

U. Confidentiality

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each may 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.

To the extent particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this section, will be controlling. In addition, the agreement and the associated price/fees are not considered confidential.

V. No End User Agreements
This Agreement is the entire agreement between the University (including University employees and other End Users) and the Selected Firm. In the event that the Selected Firm enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements will be null, void and without effect, and the terms of this Agreement will apply.

W. Agreement Signature
This 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 The University. 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