Request for Proposal

Point of Care
Clinical Information Resource

January 14, 2010

Issued by
Procurement Services
Charlottesville, Virginia

A VASCUPP Member Institution
I. GENERAL INFORMATION

Request for Proposal (RFP) Name:  Point of Care Clinical Information Resource

RFP Number:  MW011410

Issue Date:  January 14, 2010

Preproposal Questions: Any questions or necessary additional information concerning this RFP must be sent to the buyer listed below no later than 3:00 p.m. EST on Friday, January 29, 2010 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date:  3:00 p.m. EST on Friday, February 12, 2010.  Firms will send six copies of their proposal to the address listed in the contact information below.  In addition, please provide an electronic version of your proposal (Word document preferred).  The University of Virginia (the “University”) reserves the right to reject proposals received after the stated due date and time.

Expected Award Date:  June 15, 2010

Term of Agreement:  The expected term of a resulting Agreement or Purchase Order will be for five years, with the ability to renew on the same terms and conditions for two additional one-year periods.

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Michael Warlick
Phone: 434-924-8918
Fax: 434-982-2690
Email: warlick@virginia.edu

NOTE 1: If RFP proposal is sent U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.
This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at 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 above. Additional information can be found on Procurement Services web site: http://www.procurement.virginia.edu.

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

II. BACKGROUND INFORMATION

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 21,000 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.

The University’s Health System is a nationally renowned academic medical center committed to providing outstanding patient care, educating tomorrow's health care leaders, and discovering new and better ways to treat diseases. The University’s Health System consists of four components:

A. The University’s Medical Center is an integrated network of primary and specialty care, offering services ranging from wellness programs and routine checkups to the most technologically advanced care. The Health System includes the 579-bed hospital and numerous clinics on the University Grounds, as well as a number of practices throughout Charlottesville and its neighboring counties. Patient care services information from 2007 – 2008 includes:
   1. Beds available: 579
   2. Average daily census: 483
   3. Inpatient admissions: 30,002 (excludes nursery)
   4. Average length of stay: 5.89 days (excludes nursery)
   5. Outpatient visits: 642,777
6. Clinic visits of acquired practices: 115,048
7. Emergency room visits: 61,548

B. The University’s School of Medicine, founded in 1825, consistently attracts the nation's brightest students. The research advances made by School of Medicine (SOM) faculty are resulting in new and better therapies for patients, especially in the areas of cardiovascular disease, neurodegenerative disease, and vaccine development. In the 2007 issue of U.S. News & World Report, the University’s SOM was ranked 25th in research among the nation's medical schools. The SOM consists of 21 clinical departments, eight basic science departments, 16 research centers and a major research library. The SOM awards an MD degree as well as a PhD in Basic Medical Sciences.

C. The University’s School of Nursing has earned a national reputation for excellence in education, research, and practice. Ranked among the top public nursing schools in the country, the School of Nursing offers undergraduate, master's level, and doctoral programs.

D. The Claude Moore Health Sciences Library offers expert information services in every area of health care. Open to the public, the library features skilled professionals available to help health care specialists and patients find the latest health news and online information.

At the University, over 12,400 permanent 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.

III. SCOPE OF SERVICES

It is the University's intent to enter into an Agreement with the Selected Firm to provide access to a Point of Care Clinical Information Resource (POCCIR) designed to quickly provide valid and relevant answers to clinical questions 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 Selected Firm must offer terms for institutional subscription for the point of care clinical information resource.

B. User Access to the Product
   1. The Selected Firm must offer on-site Web-based access to its product for the University’s users (“authorized users”) via network authentication.
      - Network authentication should comply with industry standards and should
2. Among authorized users, there should be no limit on the number of simultaneous users of the product.

3. The product should offer a means for authorized users to have off-site Web-based access to the product. Off-site locations include, but are not limited to, work locations not directly connected to the University’s networking, non-University facilities, including home and non-work related locations.

4. Access via mobile devices (e.g. iPod Touch, smart phones) should be available for the product.

5. The product should feature system redundancy to ensure minimal interruption during planned and unplanned down times. Maintenance and upgrades to hardware and software that require system downtime should be conducted during periods of low volume use.

C. Content/Scope

1. The product should cover, at a minimum, internal medicine topics, including subspecialty areas, with additional coverage of other specialties such as Pediatrics and Obstetrics/Gynecology, desirable.

2. The product should cover a number of topics within the various subject areas.

3. Topics should include background information, e.g. pathophysiology, etiology, epidemiologic factors, etc., however, this information should be relatively concise (less information than a typical textbook chapter.)

4. Topics should emphasize providing patient-oriented information, including diagnosis, differential diagnosis and treatment, and conclude with a recommendation.

5. The product should incorporate available high-quality, clinically relevant evidence into the topics.
   a. The product should employ a systematic, well-described process for including evidence. The highest level of evidence should be included first, and lower levels should be incorporated when appropriate.
   b. The product should employ a simple grading system for evidence. Evidence should be graded for both validity and relevance, where relevance is defined as patient orientation of the information.

6. There should be high-quality, evidence-based practice guidelines available via the product. Guideline recommendations should be included in related topics, and links should be made available to the original source guideline.

7. There should be current, authoritative drug information available within the product, or linked to from the product.

8. There should be evidence-based and current patient information/handouts available from product topics, or linked to from the product.
9. There should be clinical images available within the product.

D. Currency of Information
1. The product should include a systematic process for reviewing and updating topics, and a description of this process should be made available.
2. Topics should include dates of last review/revision.
3. The product should offer alerting features to deliver new content to individual users. Alert content should focus on information that is highly patient-oriented, and with the potential to change current practice.

E. Finding Results
1. Relevant search results should be found quickly, within a maximum of two minutes, but preferably in 30 seconds or less.
2. Advanced searching options should be available to perform a focused search or to narrow results.
3. Browsing should be available as an additional means for discovering content.

F. Presentation of Results
1. Product topic content should be delivered in concise, narrative format that is quickly and easily read.
2. Product topics should conclude with a key recommendation for action directed toward the practicing physician.

G. Usability/Navigation
1. The product should offer intuitive navigation for searching for information and reading through results.
2. Product topics should cross-link to other relevant information including other relevant topics and drug information.
3. Product should offer printing of topics.
4. Product should offer other output options, including e-mailing, downloading, and exporting records.

H. References
1. The product should provide in-text notations where information is referenced to facilitate access to the primary literature, evidence-based guidelines, etc.
2. The product should include a bibliography of references for each topic.
3. Bibliographies should offer links to University’s Library subscriptions via a link resolver.
4. Bibliographies should offer links to PubMed.
I. Quality Control

The Selected Firm should provide authorship information for product content as follows:

1. Individual authors and their credentials should be listed for each entry.
2. Individual authors’ affiliations and relationships to corporate entities should be disclosed.
3. Entries should be reviewed for clinical relevance and accuracy, with the process for this review adequately described.

J. Electronic Medical Record System Integration

The Selected Firm should offer, or plan to offer, integration of its product with electronic medical record systems, preferably Epic. Integration of product content should occur via hot buttons (InfoButtons) or other means of context sensitive linking.

K. Vendor Support

1. The Selected Firm should offer access to customer service representatives, including a toll free phone number, e-mail, and online help services.
2. The product should offer detailed statistics on usage for selective time periods (e.g. weekly, monthly, and annually). Statistical reports should show precise number of users, searches run, documents retrieved and subject areas of retrieved documents.

IV. CONTENTS OF THE PROPOSAL

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University. Unnecessarily elaborate brochures, artwork, expensive paper, bindings, and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offerors lack of cost consciousness.

A. Cover Letter and Signature Page

A cover letter must be bound into the proposal and must include the signature of an authorized representative of the firm. Include in the letter the person(s) responsible for developing its RFP response and the firm’s primary contact during the RFP process, to include phone numbers and email address.

B. Goods and Services

Describe in detail how the firm can provide the services set forth in Section III, Scope of Goods and Services, specifically and clearly responding to each paragraph and subparagraph in the order addressed.
C. Product Trial Period

Describe the Firm’s willingness to provide trial access to their product for the University and its affiliates for a period of at least two weeks during the selection process.

D. Firm Information, Personnel, References

1. Provide a brief history of the firm.
2. 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.
3. Provide a list of institutions of higher education with which the firm has signed a term contract.
4. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
   b. Length of service at the account
   c. Reason for the loss
5. Provide a copy of the firm's most recent audited financial statements.
6. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at http://www.vcu.edu/procurement/coopcon.htm.
7. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.

E. Financial Proposal

1. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.
2. Describe how the University will benefit from cost savings by accepting the firm's proposal.
3. State the firm's capability for accepting electronic payments through Automated Clearing House (ACH) and/or purchasing card and provide any additional discounts that may result from paying electronically.

F. Contractual Arrangements

1. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
2. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
3. 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.

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

G. 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 2009 SWAM plan spend goal for firms certified by DMBE is:

<table>
<thead>
<tr>
<th>Business Enterprise Type</th>
<th>Goal Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Enterprises</td>
<td>4.0%</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>5.0%</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>31.0%</td>
</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.

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 the Commonwealth of Virginia’s Department of Minority Business Enterprise (DMBE). All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm.

If the firm is not a SWAM firm, describe the firm’s partnering relationships with SWAM firms and how it plans to support the University’s goal to increase business annually by 5% with these firms in accordance with Attachment 4, Executive VP and COO’s Request for Commitment letter.

H. Other Information

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

NOTE: Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior
to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

V. BASIS OF SELECTION

The University will evaluate proposals and, if a firm(s) 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 a point of care clinical information resource 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 that 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. Any other factors relevant to the firm's capacity and willingness to satisfy the University.
VI. TERMS AND CONDITIONS

This solicitation and any subsequent award is subject to:

A. The University’s Mandatory Contractual Provisions, Attachment 1

B. The University’s Preferred Contractual Provisions, Attachment 2

C. The Selected Firm registering as a vendor with the University of Virginia: https://www.procurement.virginia.edu/forms/USVendorRegForm.html

D. The Selected Firm registering and accepting eVA Terms and Conditions prior to award: http://www.eva.virginia.gov/

Attachment 1
Mandatory Contractual Provisions

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

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

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

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

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

If to the University:
Eric N. Denby
Director of Procurement Services
Carruthers Hall
University of Virginia
If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at
the Selected Firm's address indicated in such proposal; or to such other person or address
as either may designate for itself in writing and provide to the other.

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

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

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

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

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

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

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

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

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business To Government Registration
The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov), is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.
K. **eVA Transaction Fee**
The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at [www.eva.virginia.gov](http://www.eva.virginia.gov).

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

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

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

B. Term of Agreement
The expected term of this 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. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

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

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

E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

G. Termination
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University,
does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.

I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for five years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period.

J. Contractual Claims
This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

K. Insurance
Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

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 with coverage for the following coverage:

- Premises/Operations
- Personal Injury
- Additional Insured*
- Contractual
- Products/Completed Operations

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

- Any Automobile
- 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. Use of Agreement by Third Parties
It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

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

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

M. Favored Nations
The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

N. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement Services.
O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site:

P. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

Nancy Noblette
Administrative Assistant to the Director of Procurement Services
E-mail: nrn9g@virginia.edu

The quarterly SWAM business reports will contain this information:
- SWAM firm’s name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University’s account.

The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 4.M. of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

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

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

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

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

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

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

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

T. Future Goods and Services
The University reserves the right to have the Selected Firm provide additional Goods and Services under the same favored nations pricing, terms, and conditions across the Selected Firm’s product and service line. Such additional Goods and Services may include Goods and 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 most favored nations pricing, terms, and conditions.

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

The University’s Contract Administrator will be the sole representative of the University and will have sole authority to act on the University’s behalf with regard to System Acceptance; provided; however, that in the event of a dispute regarding any material aspect of System Acceptance unable to be resolved by the University’s Contract
Administrator, then the University's Procedure for Resolution of Contractual Claims will be followed: [http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf](http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf)
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women-and minority-owned (SWAM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer

LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228