Request for Proposal

Pouring Rights

November 18, 2011

A VASCUPP Member Institution
Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia
Pouring Rights
Request for Proposal #KC111811
November 18, 2011

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I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (the “University”), a Virginia public corporation, seeks an experienced firm to provide financial support to the University in exchange for certain promotional and availability rights for beverages. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

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

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth and the University encourage firms to provide for the participation of small
II. Background Discussion and Goals of the University

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson’s spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University’s standing as a leader in education, research, and community service.

The 21,106 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 12,400 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and graduates who have consistently been among the forefront of our nation’s shapers. At the University, our bright future is the direct result of our great history.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks an experienced firm to provide financial support to the University in exchange for certain promotional and availability rights for beverages.

A. University’s Department of Athletics

The University’s Department of Athletics (“University Athletics”) is an integral part of the University's commitment to educational excellence. Its mission is to enhance and support
the intellectual purpose of the University and its exemplary academic standards and traditions.

Critical to the University Athletics mission are high academic achievement; nationally competitive and successful teams; comprehensive integration of student athletes within the University and local communities; a strict adherence to NCAA, ACC, and University rules and regulations; fiscal integrity, which is embodied through the generation and efficient use of resources; the attraction and retention of the highest quality student athletes and staff which includes equitable opportunities for women and minorities.

University Athletics pursues its mission by uniting the varied constituencies of the University community through its intercollegiate and intramural programs. These programs are designed to build support for and add value to the academic purposes of the institution while developing students with strong values of leadership, sportsmanship, equity, citizenship, physical fitness, teamwork, and a commitment to excellence.

The operating principles of University Athletics require that in pursuing its mission, it will consistently provide exemplary service to all of its internal and external constituencies.

Established in 2002 University Athletics ten-year goals are as follows:

• Graduate 100% of its student athletes.
• Win 12 national championships and 70 conference championships.
• Fully endow all of its scholarships and provide operational support required to meet the other stated goals.
• Build and maintain the highest quality facilities in the country with the purpose of attracting and developing the best student athletes to the University annually.
• Based on how coaches rate their top prospects, attract top prospective student athletes to the University annually.
• Fully comply with Title IX.

The University Athletics is comprehensively one of the top programs in the country and was ranked third in 2009-10 and seventh in the 2010-11 Learfield Sports Directors Cup standings. Virginia sponsors 25 intercollegiate athletics programs, twelve for men and
thirteen for women, offering athletic opportunity to more than 650 men and women annually.

Live Game Broadcasts, Atlantic Coast Conference
The University is a member of the highly visible Atlantic Coast Conference (ACC). An all-time high 189 national television appearances highlight the 2011-12 ACC basketball schedule. In addition each of the league’s 96 conference games will be broadcast live. In the first year of a new 12-year agreement with ESPN, all of the conference games on the league’s schedule will be carried by either: ESPN, ESPN2, ESPNU, ESPN3, the ACC Network or the ACC Regional Sports Networks (RSN). All conference games carried by the ACC Network or the Regional Sports Networks (RSN) will also be carried by ESPN3, as well as selected games by ESPN. Virginia is scheduled to make at least 22 television appearances during the 2011-12 season, including at least 11 before a national television audience.

The television future of ACC football is also secure because of the new 12-year television agreement.

Television Programming
The University produces Cavalier Sports Weekly, broadcast weekly for thirty-one shows over thirty-three weeks throughout the academic year highlighting University sports programs. Cavalier Sports Weekly is broadcast on major network affiliates in Charlottesville and throughout the Mid-Atlantic on Comcast Sports-Net.

Radio Coverage and Internet
There is live play-by-play coverage of twelve football and over forty basketball games each year on the Virginia Sports Radio Network, which offers maximum coverage of the Cavaliers’ action to fans. The network is anchored by Charlottesville Radio Group stations 97.5FM 3WV and AM1070 WINA, and a 50,000-watt clear channel AM station, WRVA 1140, out of Richmond, Virginia. Additionally, the ACC has signed a national deal with satellite radio provider, Sirius to broadcast all ACC football and men’s basketball games.
The 260 hours of prime time football, men's and women's basketball, baseball, and lacrosse play-by-play are also available for displaced fans live over the Internet on VirginiaSports.com, the official athletic web site of Virginia athletics. Over 1,600,000 page views a month are received during the peak athletic season. VirginiaSports.com provides details on all twenty-five athletic programs throughout the year including game updates, player and team profiles, video highlights and other informative pieces.

A weekly call-in radio show offers additional coverage and a chance for fans to interact with the head coaches throughout the season on many of the play-by-play network affiliates.

Signage and Sponsorship Opportunities
Signage, both static and LED, is available at Scott Stadium, John Paul Jones Arena, Klöckner Stadium, and Davenport Field through sponsorship packages with Virginia Sports Properties. In addition to permanent, back-lit signage in football, sponsors and advertisers can be featured on the 100-foot videoboard tower at Scott Stadium. The 1824 square foot videoboard (using 16x9 widescreen format) is a focal point of each football game offering replays, fan interactive contests, and exciting crowd shots. LED ribbon boards are part of the fascias at the stadium. Two, 150’ x 3’, are at the stadium with the capability of displaying graphics and feature full-motion animation. The stadium has 56 luxury suites for lease to the public.

John Paul Jones Arena has a number of A/V Display Programming available including:

• Four-sided, 16:9 center-hung video display
• Eight-sided, 4:3 center-hung, LED displays
• Circular LED center-hung ring
• Primary LED fascia
• Vomitory LED
• Noisemeter LED
• Two 16:9 front lobby video displays
• Luxury suites and concourse monitors
• Courtside LED signage

Print
Print advertising opportunities including game programs, schedule cards and schedule posters, ticket backs, and stadium drinking cups. More than 16,000 football game program
copies of 128 pages (approximately half copy, half advertisement) are available for sale at home football games. For home men’s basketball games 85,000 game programs of 32 pages (approximately half copy, half advertisement) are given away. Each program is updated every game with player statistics and opponents rosters and the football programs have an exclusive game poster featuring a Virginia player.

The Athletic facilities that are considered part of this RFP are:
Scott Stadium at the Carl Smith Center
John Paul Jones Arena
Onesty Hall
McCue Center
Klöckner Stadium (soccer and lacrosse)
Davenport Field (baseball)
Lannigan Track
Turf Field (field hockey and lacrosse)

Intramurals Recreational Sports facilities are:
Memorial Gymnasium
Snyder Tennis Center
Slaughter Recreation Center
North Grounds Recreation Center
Aquatic and Fitness Center
The Park

B. University Dining Services

The University’s Dining Services (“University Dining”) strives to provide nutritious, appealing, and satisfying food in clean and pleasant surroundings at the most reasonable cost. The mission of the University to assist the total development and well being of the students is supported by University Dining’s provision of a variety of opportunities for interaction and relationship building among students, faculty, and staff in a pleasant environment that is responsive to changing student preferences. University Dining manages dining, catering, vending, and concessions services for the University.

University Dining’s commitment to excellence has been recognized by a variety of organizations. In 2011, University Dining’s executive chef was awarded the gold medal at the National Culinary Excellence competition after two years of silver medals. In addition to being a Virginia Green dining restaurant member, University Dining’s sustainability efforts earned the Virginia Department of Environmental Quality’s Exemplary Environmental Enterprise (E3) designation and a Governor’s Environmental Excellence
Award in 2010. For the past three years, the University has received a grade of “A” for food and recycling from the College Sustainability Report Card.

The approximately 3,440 first year students are required to live on the University's Grounds, in order to ease their transition to college life. Participation in the dining program is also required during the first year to foster a sense of community. Thereafter, students elect to live and dine on University Grounds. Currently 6,530 students live in on-Grounds University housing, and approximately 8,600 students have purchased meal plans and dine in our six residential dining rooms and 20 retail locations. More than 500 University employees have enrolled in the Faculty/Staff Dining Discount Program that was introduced in 2011. See Attachment 5, Student Enrollment, for information on student enrollment and housing assignable spaces.

Additional dining services are offered during the summer to support the University’s vibrant Conference Services program, which hosts over 12,000 guests attending 110 youth camps and adult conferences, along with the first year student orientation program which brings over 3,800 students and their parents on Grounds. During this period approximately 4,200 students are enrolled in summer session courses.

University Dining serves meals to approximately 33,500 students, faculty and staff from 25 locations on a daily basis. See Attachment 7, Dining Services Locations and Description of Operations, and visit Dining Service’s web site: [http://www.campusdish.com/en-us/CSMA/VIRGINIA](http://www.campusdish.com/en-us/CSMA/VIRGINIA) to view the University's Dining Rooms and Retail Locations. These locations offer a tremendous amount of logo and product recognition to the Selected Firm(s).

University Dining’s Concession operation provides food and beverages for attendees at approximately 175 athletic and entertainment events per year at four venues for nine team sports and JPJ Arena shows. Program enhancements including healthy menu options like wraps and salads, increased hawker sales of food and beverages, and expanded payment options that include credit cards at all locations have increased per capita sales. The Concessions program also supports University and community non-profit organizations by
contracting them to staff the Concessions stands in exchange for percentage of sales contributions to the groups. The University also has 266 vending machines on Grounds of which 164 are soda and 8 are juice machines. See Attachment 6, Vending Machine Information. The beverage machines offer another source of exposure for the Selected Firm(s) (s) products and logos. The Dining Service locations where beverages are served:

Observatory Hill Dining Hall
Crossroads Food Court and Convenience Store
Newcomb Hall Dining Hall
Runk Dining Hall
C3 at Runk
Language Houses – French House, Spanish House, Shea House
Pavilion XI
Castle
Sidley Austin Cafe
Colonnade Hotel Garden Room Faculty Dining
West Range Cafe
Fine Arts Cafe
Poolside Cafe at the Aquatic and Fitness Center
Alderman Cafe
Einstein Brothers Bagels at the Bookstore
C3 at Newcomb
C3 at Lambeth
Catering
Concessions
Einstein Brothers Bagels at Rice Hall
Café McLeod
The Dining Room at John Paul Jones Arena
Clark Hall
Wilsdorf Cafe
POD at Medical Education Building
Street Eats
Starbuck

The University is offering vending and pouring rights in specific areas as outlined herein. The major goal of this RFP is to enhance current operations and service levels while maximizing the University's financial support. The University reserves the right to award this RFP to multiple firms. The beverages that can be considered part of the pouring rights portion of this RFP include, but are not limited to, soft drinks, juice, fountain dispensed and bottled iced tea, and water. Please reference Attachment 6, Vending Machine Information, and Attachment 7, Annual Product Usage for additional background information.
In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks an experienced firm to provide financial support to the University in exchange for certain promotional and availability rights for beverages.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm(s) to provide financial support of the University in exchange for certain promotional and availability rights for beverages and to help the University achieve its goals as outlined in this RFP. In order to achieve this goal the Selected Firm(s) may be requested to provide those goods and services outlined in this section. The University reserves the right to award this RFP to multiple firms.

A. The Selected Firm(s) will be expected to provide the following for the University’s Dining Services:

1. Financial Support
   a. Financial support of the University’s dining program.
   b. Competitive pricing for all fountain and bottled beverages. See Attachment 8, Annual Product Usage for list of products to price.

2. Equipment
   a. New fountain beverage machines with custom fronts will be provided and installed at all University dining locations and all concession areas as specified by the University.
   b. New beverage merchandising coolers to sell bottled and canned beverages.
   c. New state of the art vending machines provided for all University facilities. These machines will be equipped with debit card readers and meet ENERGY STAR criteria.

3. Products
   a. Residential dining fountain products will include at minimum: 100% natural apple, cranberry, grapefruit, and orange with pulp juices; regular or pink lemonade, and fruit punch; name brand high recognition sports drink; sweetened iced tea; and a variety of current popular carbonated beverages.
   b. Retail fountain and bottled products will include a variety of current popular carbonated and non-carbonated beverages.
4. Service and Support
   a. Daily service to all University locations for fountain, can and bottled beverages.
   b. Repair service for all equipment within 24 hours after call.
   c. Emergency service to all locations, especially fountain machines within one hour.
   d. Special assistance during major events such as graduation, family weekend, first-year orientation, home football games and other student programming initiatives.
   e. Marketing support including scholarships for Dining marketing interns, sponsorship of various Dining events, promotions, give away, samplings and printed materials.
   f. Assistance with sustainability programming including recycling efforts.

B. The Selected Firm(s) will be expected to provide the following for University Athletics:
   1. Financial support for all 25 intercollegiate athletic sports.
   2. Scholarships or other support for academic achievements.
   3. New signage and scoreboard systems.
   4. Develop an annual marketing plan for University Athletics to include, but not be limited to:
      a. Athletic youth days and tournament support.
      b. Game day promotions, giveaways, samplings and production of printed materials.
   5. Sponsorship of youth athletic clinics and scholarships to youth athletic camps.
   6. Complimentary product to be used by its sports teams.

C. The University is willing to provide the Selected Firm(s) with the following:
   1. Exclusive fountain beverage pouring rights in University dining facilities and all athletics facilities (primarily Scott Stadium, the Arena, Memorial Gym, Davenport Field and Klockner Stadium). Should the Selected Firm(s) not be able to provide a specified product, the University has the right to purchase the product from an alternate source. The exclusive pouring rights do not apply to catered events but
may apply to convenience stores and vending depending on the terms of the resulting agreement.

2. Exclusive beverage signage rights in all athletics and intramural venues (to include temporary and/or permanent signage).

3. Product and logo identification on stadium cups and dispensing equipment.

4. Exclusive vending presence in all athletics and intramural facilities (excluding isotonic beverages, energy replenishment, etc.) and an exclusive, preferred, or representative presence in all other University vending locations depending on the terms of the agreement. Vending to include all soft drink, juice, and water.

5. Use of University Athletics names, symbols, emblems, designs, colors, uniforms and logos (the "Marks") on and off Grounds for the beverage category after obtaining written approval from the Director of the University's Department of Intercollegiate Athletics.

D. Additional considerations such as:

1. Season tickets to all home games, where applicable;
2. Preferred parking passes to all events, where applicable;
3. ACC Men's Basketball Tournament tickets;
4. Cavalier Sports Weekly television show advertising;
5. Radio play-by-play and call-in show advertising;
6. Signage advertising;
7. Print advertising;
8. Additional promotional opportunities through the lease of a corporate suite at Scott Stadium or the Arena for the prevailing corporate lease rates; and
9. Other marketing opportunities as mutually agreed.

IV. Basis of Selection

The University will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:
A. The firm's plan to assist the University to meet its goals 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 with programs of this type, including the quality of product line offered and service capability;

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 financial stability of the firm, amount of financial support proposed for vending, pouring and advertising rights, and the price of products;

E. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided; including proposed promotional strategies;

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

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

Note: The University reserves the right to award to different Selected Firm(s) to respectively provide any part of the Goods and / or Services discussed in this RFP.

V. Contents of the Proposal

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

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

A. Operations
1. Describe how the firm plans to provide financial support to the University in exchange for beverage pouring rights and for certain promotional opportunities, which is the primary goal of this RFP.

2. Provide a plan of operation and marketing plan to achieve the objectives set forth in Section III, Scope of Goods and Services.

3. Provide information relating to the firm's products and how the University would obtain them under the term of an Agreement. Specific information should also be provided about the following:
   a. Procedures for obtaining products on a routine and emergency basis;
   b. Delivery schedules for products and equipment; including standard and special sizes;
   c. Prices (if any) of equipment available to the University.

4. Provide a plan for assisting the University with recycling efforts.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience with programs of this type as described in this RFP.

2. Provide information on those individuals assigned to work with the University including a description of their experience. Specifically, identify one service manager to handle the University's account including his/her name and qualifications.

3. Provide a list of institutions of higher education with which the firm has signed a term contract for pouring right and the length of service for each account. The University may contact and / or visit any of these accounts.

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. A copy of the firm's most recent audited financial statements.

6. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the
firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.

C. Financial Proposal

1. Provide the amount of fees to be paid to the University, and the payment schedule. Fee proposals must be structured to address the following three scenarios:
   a. Exclusive fountain beverage pouring rights in all University dining facilities and athletic facilities, and exclusive presence in all Athletic and University vending locations and convenience stores.
   b. Exclusive fountain beverage pouring rights in all University dining facilities and athletic facilities, exclusive vending in all athletic locations and a 70% preferred presence in all University vending locations and convenience stores.
   c. A 30% representative presence in all University non-athletic vending locations and convenience stores.
   d. The firm should detail in its proposal the monetary value it associates with the following list of Goods and Services (refer to Section III Scope of Goods and Services):
      i. Equipment. As detailed in Section III. A. 2.
      ii. Service and Support. As detailed in Section III. A. 4
      iii. Athletic department support. Provide specific response for each item (1 through 6) in Section III. B.
      iv. For each of the University considerations listed in Sections III. C and Section III. D.

2. All prices to be paid to the firm by the University for products specified in Attachment 8, Annual Product Usage.

3. The University’s preferred method of payment for Goods is via the University Purchasing Card (“P-card”). State the firm's capability for accepting payment via this method.
D. Contractual Arrangements

1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
4. Provide a written statement with the firm’s proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.

E. Site Visits

It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the firm and the University to view its operation. Each firm will indicate whether it will reimburse the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

F. Small, Women-owned and Minority-owned (SWAM) Business

The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University’s 2011 SWAM plan spend goal for firms certified by the Commonwealth of Virginia’s Department of Minority Business Enterprise (DMBE) is 42%. Targets for each business segment are as follows:

<table>
<thead>
<tr>
<th>Business Segment</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Enterprises</td>
<td>5.0%</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>6.0%</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>31.0%</td>
</tr>
</tbody>
</table>

This goal does not allow for "set aside" purchases. SWAM firms must compete equally with majority firms and be able to provide the University with quality goods and services at competitive prices. To view the University’s current quarterly achievements, click here [Current SWAM Report](#). As this report shows, the University is in need of assistance in
the Minority-owned and Women-owned categories. Please tailor your firm’s SWAM plan to assist the University in meeting its goal and targets.

Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by DMBE. All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm.

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

VI. Information about this RFP
A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP</td>
<td>11/18/11</td>
</tr>
<tr>
<td>Preproposal Conference</td>
<td>12/06/11</td>
</tr>
<tr>
<td>Deadline for Receipt of Proposals</td>
<td>01/05/12</td>
</tr>
<tr>
<td>Oral Presentations</td>
<td>01/17/12</td>
</tr>
<tr>
<td>Negotiations</td>
<td>01/17/12 thru 02/16/12</td>
</tr>
<tr>
<td>Contract Award</td>
<td>06/01/12</td>
</tr>
</tbody>
</table>

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:
Procurement and Supplier Diversity Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia 22904-4202

**NOTE:** If RFP proposal is sent U. S. Postal Service use the P. O. Box. The University does not take responsibility for lost or misdirected mail.
Any questions concerning this RFP will be directed to Kevin Crabtree as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference
A conference for firms receiving this RFP will be held on Tuesday, December 6, 2011, 10 a.m. EST in Carruthers Hall Conference Room E, Charlottesville, Virginia (map viewed at this web site: [http://www.virginia.edu/Map/](http://www.virginia.edu/Map/). Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Rebecca Sims by email (pur-rfp@virginia.edu), no later than 1 p.m. EST on Thursday, December 1, 2011 of the names, titles, and phone numbers of the individuals who will attend. Firms traveling to Charlottesville can go to the following website for travel arrangement assistance: [http://www.virginia.edu/placestostay/](http://www.virginia.edu/placestostay/)

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m., EST on Thursday, January 5, 2012. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University. Firms must submit an electronic original proposal that will be received by the University by the proposal deadline. The
electronic original proposal must be submitted via electronic mail to kc5yc@virginia.edu. In addition to the original proposal, firms must provide ten hard copies of the original proposal in individual, bound volumes. All electronic proposal documents should be formatted as Microsoft Word document.

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

E. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Oral presentations are tentatively scheduled for Tuesday, January 17, 2012. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are scheduled to take place between January 17, 2012 and February 16, 2012.

F. Communications Between the University and the firms Regarding This RFP

Informal Communications
From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm(s) and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:

1. Requests from the firms to any department at the University, with the exception of Procurement and Supplier Diversity Services for information, comments, speculation, etc.; and
2. Requests from any department at the University, or any employee of the University, with the exception of Procurement and Supplier Diversity Services for information, comments, speculation, etc.

Formal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm(s) and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement and Supplier Diversity Services. Formal communications will include but not be limited to:

1. Preproposal Conference
2. Oral presentations
3. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm(s)

All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements,
terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

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

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal
The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions
Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.
a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.


Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals

The University reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm(s) exists, or when the University rejects all proposals.

J. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal,
and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.
Attachment 1
Mandatory Contractual Provisions

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

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

D. Amendments
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing the Selected Firm(s) proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm(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
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690

If to theSelected Firm(s):
The person signing the Selected Firm(s) proposal in response to the University's RFP, at the
Selected Firm(s) address indicated in such proposal; or to such other person or address as either
may designate for itself in writing and provide to the other.

F. Independent Contractor
The Selected Firm(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) 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) 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(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 the agreement.

I. Information Technology Access Act

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

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

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

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

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

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

J. 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(s) (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(s) 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 free and clear of claims of any nature by any third party including without limitation
copyright infringement claims. The Selected Firm(s) 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.

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

L. eVA Transaction Fee
The Selected Firm(s) 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(s) will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at [www.eva.virginia.gov].

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

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

N. 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 the Agreement, it will not knowingly employ an unauthorized alien.
A. Goods and 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 which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement
The term of this Agreement will be for six years with additional renewal options negotiable.

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(s) 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(s) or its agents or subcontractors, including the provision of any services or products. The Selected Firm(s) 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(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).

H. 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 the Agreement may be terminated by the University effective the last day for which appropriated funding is available.

I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm(s) books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Selected Firm(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.

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(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. The Selected Firm(s) 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(s) satisfies 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 provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $3,000,000 aggregate with coverage for the following:

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

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 $1,000,000 per occurrence with the following coverages 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(s).
Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm(s) 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(s) will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm(s) 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(s) 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(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.

N. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm(s) by the University's Director of Procurement and Supplier Diversity Services.

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: [https://vascupp.org/hem.pdf](https://vascupp.org/hem.pdf)
P. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The Selected Firm(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: mailto: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) 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(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.”

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

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

R. Payment Terms

If the Selected Firm(s) choose to not accept payment via the University’s preferred method of payment, the University’s P-card, then the Selected Firm(s) agrees to receive payments electronically. The firm will contact the University’s Payment Processor Specialist group in Procurement and Supplier Diversity Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email: uva-prs-boa@virginia.edu]. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: “5% 15/Net 30” would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.
Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

S. Marketing

The University encourages the Selected Firm(s) 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(s) 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(s) engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

T. Future Goods and Services

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

U. Ordering Procedures

The University does not place verbal orders for the Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Selected Firm(s) provision of the Goods and Services. Accordingly, at the University’s request, the Selected Firm(s) 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(s) 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(s) to provide the Goods and Services before receipt of a formal written Purchase
Order corresponding to its proposal/quotation. If the Selected Firm(s) provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
Attachment 3
Procedure for Resolution of Contractual Claims

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

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

A. The Selected Firm(s) must provide the written claim to:

   Assistant Director of Procurement and Supplier Diversity Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia  22904-4202

B. Although the Selected Firm(s) may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm(s) must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm(s). If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact the Selected Firm(s) and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm(s) mutually agree.

D. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm(s) within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.
E. The Selected Firm(s) may appeal the decision to:

   Director of Procurement and Supplier Diversity Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202

   By providing a written statement explaining the basis of the appeal, within 15 days after the
   Selected Firm(s) receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services
   will review the written materials relating to the claim and decide whether to discuss the merits of
   the claim with the Selected Firm(s). If such discussion is to be held, the Director of Procurement
   and Supplier Diversity Services will contact the Selected Firm(s) and arrange such discussion.
   The manner of conducting such discussion will be as the Director of Procurement and Supplier
   Diversity Services and the Selected Firm(s) mutually agree.

G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the
   Selected Firm(s) within 60 days after the Director of Procurement and Supplier Diversity Services
   receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

H. Nothing in this Attachment 3 will preclude either party from filing a claim in any court of the
   Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition
   to such other remedies as are expressly provided in this Agreement; provided, the Selected Firm(s)
   may not file such claim unless and until it has complied fully with the procedure set forth in this
   Attachment 3.
Greetings:

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

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

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

Sincerely,

Colette Sheehy
Vice President for Management and Budget
### Student Enrollment

**Fall Term**

<table>
<thead>
<tr>
<th>School</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Undergraduate</td>
<td>14,286</td>
<td>14,039</td>
</tr>
<tr>
<td>Graduate &amp; 1st Professional*</td>
<td>6,462</td>
<td>6,525</td>
</tr>
<tr>
<td>Continuing Education (on Grounds)</td>
<td>358</td>
<td>485</td>
</tr>
<tr>
<td>Total</td>
<td>21,106</td>
<td>21,049</td>
</tr>
</tbody>
</table>

*1st Professional: Law and medical school students

Enrollment is projected to grow to 22,800 by 2018

---

### University Housing Assigned Spaces

**Fall Term**

<table>
<thead>
<tr>
<th>Housing Type</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year Residence Halls</td>
<td>3,621</td>
<td>3,431</td>
</tr>
<tr>
<td>Residential Colleges, and Language Houses</td>
<td>733</td>
<td>744</td>
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<tr>
<td>Suite Style</td>
<td>393</td>
<td>503</td>
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<tr>
<td>Apartment Style</td>
<td>1,483</td>
<td>1,468</td>
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<tr>
<td>Family</td>
<td>299</td>
<td>287</td>
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<tr>
<td>Total</td>
<td>6,529</td>
<td>6,433</td>
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</table>


## Attachment 6

### Vending Machine Information

<table>
<thead>
<tr>
<th>Type of Machine</th>
<th>Total Number of Machines</th>
<th>Machines Equipped with Card Readers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soda machines (20 &amp; 12 oz)</td>
<td>164</td>
<td>71</td>
</tr>
<tr>
<td>Snack</td>
<td>89</td>
<td>28</td>
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<tr>
<td>Juice</td>
<td>8</td>
<td>4</td>
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<tr>
<td>Food</td>
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<td>0</td>
</tr>
<tr>
<td>Starbucks</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>266</strong></td>
<td><strong>105</strong></td>
</tr>
</tbody>
</table>
Note: vendor supplied equipment represents Pepsi and Coke supplied equipment only; University supplied equipment represents equipment designated for at least some beverage use but not necessarily 100% of the space.

**Observatory Hill Dining Hall and Crossroads Food Court and Convenience Store**

The Observatory Hill Dining Hall is located on the southwest corner of Alderman and McCormick Roads. For years, Observatory Hill Dining Hall has been the first year students’ initial exposure to a residential dining room, and a brand new state of the art building constructed adjacent to the original dining hall began serving students in August, 2005. Conveniently located near many of the residential housing facilities, Observatory Hill is open for breakfast, lunch, and dinner during the week, and for brunch and dinner on weekends. Observatory Hill’s menu includes made-to-order stir fry, a full deli, grill, pizza and freshly prepared pasta, home-style meals, premium salad bar, soups, homemade breads, take-out, and desserts. The menu also highlights healthy recipes, and extensive vegetarian and vegan options are available daily.

The Crossroads food court and convenience store is located on the first floor of Observatory Hill. Located in the heart of the first year residence area, the food court/convenience store stays open as late as 2:00 a.m. for late night snacking and socializing. Sbarro Italian Eatery offers fresh pizza and pasta, Pao’s Deli features Panini sandwiches and specialty soups and salads, and Grille Work’s menu includes grilled sandwiches and sides. In addition to the food court, all the necessary convenience items are available. The Crossroads stocks personal and school supplies, snacks, frozen dinners, cereal, grocery products, and much more.

Observatory Hill has seating for approximately 125 people on the first floor, approximately 625 people on the second floor, approximately 280 on the third floor, and exterior seating for more than 250. The overall building is more than 60,000 square feet covering three floors.

- Fountain machines, Observatory Hill: six 8-head beverage, three 4-head juice
- Fountain machines, Crossroads: one 8-head beverage
- Glass fronts, Crossroads: seven walk-in doors, University supplied; one single door cooler, vendor supplied
Newcomb Hall Dining Hall

Newcomb Dining is convenient to the entire high-traffic area of Central Grounds. Located adjacent to the newly expanded Bookstore, Alderman and Clemons libraries and the parking garage, Newcomb Hall serves as the Student Center and is the hub of University life. Featuring North and South serveries, common seating areas, and dining rooms, Newcomb Hall is the Ground’s second largest board operation. Diners can choose from a myriad of high profile residential dining concepts, including daily hot and cold entrées with accompaniments, pasta, grill, deli station, pizza, salad bars, a wokery, Treat Yourself Right bars, The Granary, Tortillaz!, Market Market, Italia, Carving Station, bakery, take-out, and so much more.

Newcomb Dining is currently undergoing an $18 million renovation and expansion that will create a kitchenless facility offering a variety of new contemporary menu concepts as well as a dedicated to-go venue and a quick service restaurant while adding 400 seats. To accommodate the renovation and expansion project, the Newcomb Dining facility will be temporarily relocated to a semi-permanent facility to be located in front of Peabody Hall for the fall, 2012 semester. Construction is projected to be completed in November, 2012.

- Fountain machines: (current facility) seven 8-head beverage, three 4-head juice
- Fountain machines: (plans for temporary facility, Fall 2012) five 8-head beverage, two 4-head juice
- Fountain machines: (plans for renovated facility, Spring 2013, second floor residential/retail/grab-n-go) eleven 8-head beverage, three 4-head juice

Runk Dining Hall

Runk Dining is open to all students but serves primarily the Hereford Residential College and the Gooch/Dillard first year student community. The adjacent Green Room hosts a variety of Residential College and University programs. Runk’s menu offers the Mongolian Grill rice and noodle bowl cuisine, Changing Scenes premium entrees and carving station, Treat Yourself Right bars, hot entrées, self-service deli and salad bars, vegan and vegetarian dishes, homemade bagels, breads, take-out and desserts.

- Fountain machines: three 8-head beverage, one 4-head juice
C3 at Runk Convenience Store
The C3 at Runk is a compact but well-stocked store located in the lobby of Runk Dining Hall. Open daily until midnight it carries a variety of snack and convenience items, such as ice cream, Frito Lay chips, sodas, frozen foods, health and beauty products, and more.
- Glass fronts: three 2-door, vendor supplied

Language Houses – French House, Spanish House, Shea House
The stately old Barringer Mansion at 1404 Jefferson Park Avenue has been transformed into an elegantly warm and cozy corner of Provençe for the French residential language house. It stands on the easternmost edge of the Grounds near the medical complex of the Medical Center, the Nursing and Medical schools, and Student Health. The French House is open Monday through Thursday evenings only for French House residents. The Spanish House, located right next door, serves dinner Monday through Thursday to all of the resident Spanish students. Next door to the Spanish House is the Shea House, which serves dinner to 75 residents involved in six language immersion programs and serves lunch to over 400 non-resident guests each weekday as a supplemental location to Newcomb Hall.
- Fountain machines, Shea House: two 8-head beverage

Pavilion XI
Pavilion XI is in the middle of many traffic patterns of Central Grounds. It is on the first floor of Newcomb Hall. The Pavilion is adjacent to the Central Grounds Parking Garage and the University Bookstore. This is a central gathering place for students and staff alike. The Food Court is upbeat and fast-paced, offering a wide variety of dining choices including Chick-fil-A, Freshens Yogurt Energy Zone, specialty salads, Montague’s specialty sandwiches, Burrito Theory, Topios pizza, a variety of sushi made fresh daily on location, bakery goods, snacks, and ice cream.
- Fountain machines: two 8-head beverage, one 6-head beverage
- Glass fronts: one single door, one double door, two triple door all vendor supplied
- Air-curtains: three, University supplied

Castle
On the ground floor of Bonnycastle Dorm, the Castle is convenient to the McCormick Road Dorm area. This dining facility offers Grille Works burgers, chicken, and sides, Claymores subs, sandwiches and pizzas, snacks, and a variety of convenience items.
Sidley Austin Cafe
Sidley Austin Cafe is located on the first floor of the Student Faculty Center at the University’s School of Law, easily accessible to the Law School, the Judge Advocate General (JAG) School, and other North Grounds facilities. The Cafe offers fresh bakery goods, Greenberry’s specialty coffees, daily hot entrée specials, Grille Works items, Montague’s Deli sandwiches, pizza and calzones, sushi, grab-n-go items, and salad bar.

Colonnade Hotel Garden Room
The Colonnade Hotel is part of the original structure of the historic Academical Village and is located on the south end of the West Range. The Colonnade Hotel is a great place for faculty and staff and their student guests to come for business meetings, or just to dine with friends. Two meeting rooms accommodate faculty and staff looking for working lunch space. The Garden Room, located on the second floor of the Colonnade Hotel, features a hot buffet bar as well as a soup, salad, and sandwich buffet, and signature desserts.

West Range Cafe
The West Range Cafe is located on the first floor of the Colonnade Hotel and offers all the amenities of a full service Java City coffeehouse – specialty coffee beverages, signature brew coffees, and non-coffee drinks. The Cafe serves a full line of specialty bakery items, as well as sandwiches and salads, and provides a warm, casual setting for meeting friends over a latte or cappuccino.

Fine Arts Cafe
The recently renovated Fine Arts Cafe is on the ground floor of the Fiske-Kimball Fine Arts Library and serves the Architecture School and Rugby Road communities. The Cafe menu
focuses on sustainable foods and offers grill items, wraps and rice bowls featuring natural, organic and local ingredients, and fair trade coffees and hot teas.

- Glass fronts: one double door, vendor supplied, one double door, University supplied

**Poolside Cafe**

Poolside Cafe is inside the Aquatics & Fitness Center, on Alderman Road next to Scott Stadium, across from the Alderman Road Residence Halls. A stop at the Poolside Cafe is on the itinerary of everyone who works out—or just thinks about working out—at the Fitness Center. Poolside's signature offering, known all across Grounds, is the Freshens Fruit 'n' Smoothie, made in 25 different varieties, from fresh fruit, Freshens low fat yogurt, and fruit juices. The Poolside Cafe also offers fresh bagels, gourmet salads and sandwiches, sushi, and more for a meal, a snack, or an anytime pick-me-up.

- Glass fronts: one triple door, vendor supplied
- Air-curtains: two, University supplied

**Alderman Cafe**

Alderman Cafe is located on the fourth floor of Alderman Library and is a place for faculty and students to meet outside the traditional classroom and office settings. The Cafe offers fresh baked pastries, bagels, scones, muffins, and a full line of Greenberry’s specialty coffees and teas.

- Air-curtain: one, University supplied

**Einstein Brothers Bagels at the Bookstore**

Einstein Brothers Bagels is located in the newly expanded and renovated UVA Bookstore, across the plaza from Newcomb Hall, and offers a wide variety of freshly baked bagels and muffins, gourmet breakfast and lunch sandwiches, hearty soups, signature salads, indulgent desserts, specialty coffees, and frozen blended beverages.

- Fountain machines: one 6-head beverage
- Air-curtains: one, University supplied

**C3 at Newcomb**

The C3 at Newcomb is a busy convenience store just outside the entrance to Pavilion XI on the first floor of Newcomb Hall. It is convenient for students living on the Lawn and at Brown College or for anyone with classes on Central Grounds. The store offers all your grab-n-go essentials, including personal supplies, grab-n-go sandwiches and salads, and snacks. Ben and
Jerry’s ice cream, soft drinks, and an assortment of juices are also available. As a part of the Newcomb Dining renovation and expansion project this store will be replaced with a new, larger POD store at the building’s new west plaza entrance. Completion is anticipated in September 2012.

- Glass fronts: two double door, vendor supplied; two double door, University supplied

**C3 at Lambeth**

C3 at Lambeth is located right inside the Lambeth Field apartment complex. It is tailored to and closely attuned to the needs and expressed preferences of the Lambeth Field residents. Here is everything for the apartment dweller: cleaning, personal, and school supplies; soups, dairy products, soft drinks, and beverages in all sizes; sandwiches and munchies; a full array of snacks, chips, and candy, and ice cream.

- Fountain machines: one 8-head beverage
- Glass fronts: Two double door, vendor supplied; four walk-in doors, University supplied

**Cafe McLeod**

Cafe McLeod opened in August 2010 in the Nursing School’s newly renovated McLeod Hall, extending Dining’s service to include south Grounds. Sharing space designed to foster a stronger link between the Nursing School and University Health System and provide space for informal networking, the Cafe is open on weekdays and offers a wide variety of Java City specialty coffee and espresso beverages, Bleeker Street Cafe gourmet sandwiches and Paninis, seasonally inspired soups and salads, grab-n-go items, and snacks.

- Fountain machines: one 8-head beverage
- Air-curtains: one, University supplied

**The Dining Room at John Paul Jones Arena**

The 300 seat dining room at the John Paul Jones Arena provides a dedicated dining area for Varsity student athletes and members of the Athletic Department for dinner Sunday through Thursday during the school year. The dining room features menus specifically designed to meet the special nutritional needs of the University’s student athletes. When not in use as an athletic dining room, this 7,900 square foot area is often used to host catered events held in conjunction with Arena concerts and shows.

- Fountain machines: two 8-head beverage, two 4-head juice
Clark Hall
Home of the Department of Environmental Sciences and the Science and Engineering Library, the Clark Hall coffee shop is located in the large open mural room of the Virginia registered landmark building. The shop is open daily and offers locally based hand-roasted Greenberry’s coffee and espresso beverages as well as a variety of teas and frozen java drinks. Freshly baked pastries and a variety of grab-n-go sandwiches, salads, and snacks complement the beverage menu.
- Air-curtains: one, University supplied

Einstein Brothers Bagels at Rice Hall
Einstein Brothers Bagels at Rice Hall opened in August 2011 in the new state-of-the-art six story building that is home to the Engineering School’s information technology engineering programs. The cafe is open daily and is located on the first floor adjacent to the cyber cafe and lobby. It offers barista service gourmet coffee and espresso drinks and a diverse menu of baked goods, specialty salads, made-to-order breakfast and lunch sandwiches, and decadent desserts.
- Fountain machines: one 6-head beverage
- Air-curtains: one, University supplied

Wilsdorf Cafe
Wilsdorf Cafe is located in the Engineering School’s recently opened cutting-edge five story materials science, chemical engineering and nanotechnology programs building. The cafe is open on weekdays and is a convenient destination for the students, faculty and staff of Wilsdorf Hall as well as a number of other McCormick Road academic buildings and the McCormick Road residential area. The cafe menu includes Java City gourmet coffee and espresso beverages, fruit smoothies, freshly baked pastries, salads, sandwiches and snacks.
- Glass fronts: one double door, vendor supplied
- Air-curtain: one, University supplied

P.O.D. at the Claude Moore Medical Education Building
Scheduled to open in January 2012 in the new high technology Medical Education Building, the Provisions on Demand market is designed to meet the needs of students, faculty and staff looking for fresh, healthy and convenient grab-n-go sandwiches, salads, bakery items, brewed coffee and beverages from a store front kiosk.
- Glass fronts: one double door, vendor supplied
Street Eats
To provide more options and flexibility to students’ meal plans and schedules as well as provide a trendy alternative to dining at Newcomb Hall which has experienced some renovation-related temporary space reductions, six food trucks located in and around the Central Ground’s McIntire Amphitheatre are available for weekday lunches. Two of the mobile kitchens are managed by Dining Services while the other four are local vendors contracted to Dining Services. Plans are underway to expand the mobile locations to offer breakfast at several University administrative buildings as well.

Starbucks
Starbucks opened in fall 2010 in the spectacular South Lawn Commons, located between Nau and Gibson Halls, which provide classrooms and support space for the College and Graduate Schools of Arts and Sciences. The Starbucks café offers the signature brewed coffee, espresso-based drinks, other hot and cold drinks, pastries, salads, sandwiches and Panini and snacks that customers are familiar with the world over.

Catering
University of Virginia Catering offers an outstanding array of highest quality food and beverage selections designed to meet the varied needs of the community. Services range from the simplest of coffee breaks to elegantly served receptions and dinners. Customers are welcome to browse through a variety of menu guides or work with the Catering staff to develop a unique customized event.

Concessions
From August – June, a concession provides food and beverage services at five venues for nine team sports. From the 61,500 seat Scott Stadium to the more intimate Memorial Gym, Concessions fuels the Cavalier fans with a variety of snacks, hot foods, and hot and cold beverages.

- Fountain machines: thirty-four 8-head and seventy-eight 6-head beverage
- Glass fronts: 41 counter top, 65 single door, 18 double door, 13 triple door, all vendor supplied.
- Roll-around ice coolers: 70, vendor supplied
<table>
<thead>
<tr>
<th>Product</th>
<th>Thru Aramark</th>
<th>Thru UVA</th>
<th>Total (Aramark + UVA)</th>
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</thead>
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<tr>
<td>5 gal BIB</td>
<td>2,015 ea</td>
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<td>2066</td>
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<td>3 gal BIB</td>
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<td>8.5 oz</td>
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<td>12 pk cans</td>
<td>2,736 cs</td>
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<td>1 liter</td>
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<td>12 oz 8 pk</td>
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<tr>
<td>Tea</td>
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</tr>
<tr>
<td>3 gal BIB</td>
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<tr>
<td>Gal</td>
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<td>430</td>
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<tr>
<td>20 oz</td>
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<td>12 pk cans</td>
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</tr>
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<td>10 oz</td>
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<tr>
<td>Fruit Juice</td>
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<tr>
<td>BIB 3 gal</td>
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<tr>
<td><strong>Other Non-Carb</strong></td>
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<tr>
<td><strong>Coffee Drinks</strong></td>
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<tr>
<td>15 oz</td>
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<td>15</td>
<td>636</td>
</tr>
<tr>
<td>9.5 oz</td>
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<tr>
<td>6.5 oz</td>
<td>134 cs</td>
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<td><strong>Sports Drinks</strong></td>
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<tr>
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<td>841 ea</td>
<td>70</td>
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<td>32 oz</td>
<td>356 cs</td>
<td>108</td>
<td>356</td>
</tr>
<tr>
<td>12 oz</td>
<td></td>
<td></td>
<td>108</td>
</tr>
<tr>
<td>24 oz</td>
<td>71 cs</td>
<td></td>
<td>71</td>
</tr>
<tr>
<td>20 oz</td>
<td>2,687 cs</td>
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<td><strong>Energy Drinks</strong></td>
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<td>8.3 oz</td>
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</tr>
<tr>
<td>6 oz</td>
<td>122 cs</td>
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<td>122</td>
</tr>
<tr>
<td><strong>Total Volume</strong></td>
<td>62,539</td>
<td>6976</td>
<td>69515</td>
</tr>
<tr>
<td><strong>Total Without Post-Mix</strong></td>
<td>54,964</td>
<td>17253</td>
<td>72217</td>
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# Current Fountain Machine and Cooler Inventory

## Fountain Machines

<table>
<thead>
<tr>
<th>Location</th>
<th>Fountain Machine</th>
<th>Per Location</th>
<th>Machine Heads per Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidley Austin</td>
<td>Fountain</td>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>Castle</td>
<td>Fountain</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>Garden Room</td>
<td>Fountain</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Newcomb Dining (current)</td>
<td>Fountain</td>
<td>7</td>
<td>56</td>
</tr>
<tr>
<td></td>
<td>Juice</td>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>Newcomb Dining (temporary)</td>
<td>Fountain</td>
<td>5</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>Juice</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>Newcomb Dining (renovated)</td>
<td>Fountain</td>
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<td>88</td>
</tr>
<tr>
<td></td>
<td>Juice</td>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>O’Hill Dining</td>
<td>Fountain</td>
<td>6</td>
<td>48</td>
</tr>
<tr>
<td></td>
<td>Juice</td>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>Pavilion XI</td>
<td>Fountain</td>
<td>3</td>
<td>22</td>
</tr>
<tr>
<td>Dining Room at JPJ Arena</td>
<td>Fountain</td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Juice</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>Runk Dining Hall</td>
<td>Fountain</td>
<td>3</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Juice</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Shea House</td>
<td>Fountain</td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>Crossroads</td>
<td>Fountain</td>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>Einsteins – Bookstore</td>
<td>Fountain</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Einsteins – Rice Hall</td>
<td>Fountain</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>C3 at Lambeth</td>
<td>Fountain</td>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>Café McLeod</td>
<td>Fountain</td>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>Concessions</td>
<td>Fountain</td>
<td>112</td>
<td>740</td>
</tr>
<tr>
<td><strong>Total (current):</strong></td>
<td></td>
<td><strong>152</strong></td>
<td><strong>1,018</strong></td>
</tr>
</tbody>
</table>
### Coolers

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of Coolers per Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidley Austin Cafe</td>
<td>one Coke (single door)</td>
</tr>
<tr>
<td></td>
<td>two Pepsi (one single door, one triple door)</td>
</tr>
<tr>
<td>Crossroads</td>
<td>one Coke (single door)</td>
</tr>
<tr>
<td>Lambeth</td>
<td>two Pepsi (double door)</td>
</tr>
<tr>
<td>Castle</td>
<td>two Coke (single door)</td>
</tr>
<tr>
<td></td>
<td>four Pepsi (three single door, one triple door)</td>
</tr>
<tr>
<td>Fine Arts Cafe</td>
<td>one Pepsi (double door)</td>
</tr>
<tr>
<td>West Range Cafe</td>
<td>one Pepsi (double door)</td>
</tr>
<tr>
<td>Pavilion XI</td>
<td>one Coke (single door)</td>
</tr>
<tr>
<td></td>
<td>three Pepsi (one double door, two triple door)</td>
</tr>
<tr>
<td>C3 at Runk</td>
<td>three Pepsi (double door)</td>
</tr>
<tr>
<td>Poolside Cafe</td>
<td>one Pepsi (triple door)</td>
</tr>
<tr>
<td>West Range Café</td>
<td>one Pepsi (double door)</td>
</tr>
<tr>
<td>Concessions</td>
<td>137 (41 counter top, 65 single door, 18 double door, 13 triple door)</td>
</tr>
<tr>
<td></td>
<td>70 roll around ice coolers (50 large, 20 small)</td>
</tr>
<tr>
<td>C3 at Newcomb</td>
<td>two Pepsi (double door)</td>
</tr>
<tr>
<td>Wilsdorf Cafe</td>
<td>one Pepsi (double door)</td>
</tr>
<tr>
<td>POD at Medical Education</td>
<td>one Pepsi (double door)</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>164 beverage + 70 ice</strong></td>
</tr>
</tbody>
</table>