Rear Loading Refuse Collection Truck

July 23, 2007

Issued by
Procurement Services
Charlottesville, Virginia
This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. It is the firm’s responsibility to ensure that the entire RFP and associated links, in its latest version, is reviewed prior to due date of a proposal. To receive a hard copy of the RFP or addenda, please contact Becky Sims, Contracts Administrator, at (434) 924.1346 or email pur-rfp@virginia.edu. For questions about the content of the RFP, contact the buyer listed in Section VI, Proposal Deadline. Additional information can be found on Procurement Services web site: http://www.procurement.virginia.edu/main/

The University of Virginia (the “University”) seeks a qualified firm to provide a rear loading refuse collection truck.

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

I. Background Information

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

The over 20,390 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 11,960 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.

II. Scope of Services

It is the University's intent to enter into an Agreement with the Selected Firm for those services (“Services”) necessary to help the University achieve its goals as outlined in this RFP. The following specification is to set forth as the general requirements for a hydraulically actuated 13 cubic yard packer body of the rear loading type mounted on the specified cab and chassis with the following minimum specifications. The body will be capable of compacting and transporting refuse to a landfill or transfer station and dispensing the load by means of hydraulic ejection. The body will not be required to be tilted, lifted, or otherwise displaced from the chassis in order to eject the load.

All equipment furnished under a resulting Agreement will be new. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use will also be included. The equipment furnished will conform to all ANSI Safety Standards A245.1-1984.

The Selected Firm will provide these Services:

A. Capacity and Body specifications
   - The body will have a minimum capacity of 13 cubic yards.
   - The unit will have an average compaction rate up to 750 - 850 pounds per cubic yard.
   - Maximum overall width not to exceed 96".
   - Maximum overall length and height (with tailgate in locked position) above the chassis frame not to exceed: 209.5” in length, 71” in height. The cab to axle dimension will be 102”.
   - Body Weight (exclusive of options) will not exceed 9800 pounds.
   - The body will be constructed entirely of 10 gauge, 80,000 psi steel.
   - All pivot points will be provided with grease zerks.
   - Body sides, roof will be curve shell design without the need of side bracing. Continuous operation at maximum loads without harmful deformation or wear.
   - The roof will be constructed of 10 gauge 80,000 psi steel.
   - The roof will be curved upward and braced with a 3/16" x 2" x8" rectangle tube centered on the inside of the body steel.
   - The body sides will be constructed of 10 gauge, 80,000 psi steel. Sides will be braced along the bottom 3 1/2" x 12" from tailgate tapered to a point at the front of the body. Braces will be interconnected with floor gussets and continuously welded. Rear
Portion of side brace will connect to a 12" x 16" triangular gussets and all seams continuously welded for maximum strength.

- The body floor will incorporate a trough design (flat floors not acceptable).
- The body upper floor sides will be 10 gauge high tensile sheet steel.
- The body floor center will be 1/4" plate high tensile steel.
- The trough will be constructed of two 8" C-Channel sills to hold the ejection blade line under the most extreme load conditions. (Formed C-Channels are not acceptable!)
- Side access door will be located on the street side of the body sidewall.

B. Tailgate dimensions and construction:

- Hopper opening width will not be less than 74".
- Hopper capacity will not be less than 2.5 cubic yards.
- Hopper cycle time with the standard PTO and pump will not exceed an average of 25-27 seconds.
- Tailgate sides will be constructed of a minimum of 10 gauge high tensile sheet steel.
- Tailgate sides will be reinforced by bracing constructed of 7 gauge formed steel and fully welded in a horizontal position for maximum support.
- The slide blade guide track will be constructed of AR400 steel reinforced by formed 1/4" high tensile steel. (Free floating design is not acceptable).
- The tailgate will be equipped with an automatic hydraulic locking system with a pilot check valve to ensure constant pressure for a tight seal.
- The tailgate will be raised by two double acting cylinders equipped with clevis ends and restrictors to prevent precipitous tailgate decent in the event of a broken hydraulic line.
- The tailgate perimeter edge will be reinforced by 2" x 2" structural tube steel.
- Tailgate will be equipped with a chemically inert seal to provide a watertight seal.
- Hopper floor will remain stationary during the packing cycle and will be equipped with a drain plug.
- Hopper floor will be a minimum of 1/4" high tensile sheet adequately braced to withstand maximum pressures imposed upon it. Hopper back 1/4" T-1 steel.
C. Packing Mechanism Construction

- The sweep blade will be of the backhoe packing type, and designed to have a minimum clearance to thoroughly clean the hopper bottom during cycling.
- The sweep blade face plate will be constructed of 1/4" high strength sheet steel and will be reinforced with internal and lateral braces constructed of 3/8" - 6" x 6" angle.
- The sweep blade will be powered by two 5" x 16" double acting cylinders equipped with bronze bushings.
- The slide blade face plate will be constructed of 1/4" high strength sheet steel.
- The slide blade will be powered by two 4" x 36’ double acting cylinders.
- The linear slide movement of the blade will be accomplished on two 4 1/2" x 2 1/4" x 24” high density UHMW guide bearing blocks.
- The pivotal rotation of the sweep blade will be accomplished through the sweep blade pivot pins which will consist of two 2” diameters steel stress proof pins.
- Both ends of the pivot shaft will be equipped with bronze bushings.

D. Ejection Blade Construction

- Ejection blade will form the front of the body and be hydraulically operated and designed to have a minimum clearance to thoroughly clean the body during cycling.
- The load will be discharged by means of a positive ejection system. A double acting, telescopic cylinder will extend and retract the full length of the body.
- The ejection blade will slide in a channel sill on high density UHMW slide bearing blocks.
- The telescopic cylinder will be horizontally positioned.
- No clamping cylinder or clamping mechanism will be required.

E. Controls

- The ejector blade and tailgate raise control will be mounted outside the front left hand side of the body.
- An electrical device will be supplied to automatically raise the engine speed to the proper RPM during the packing cycle.
- An additional throttle advance switch will be mounted at the front left hand side of the body near the tailgate raise control handle and at the rear right hand side near the packing blade control.
- A Back Pack Valve will be required to automatically advance the ejector panel when packing against it.
• The packing blade control will be designed to accomplish the normal packing cycle in two steps and will be reversible or stopped at any time.
• The packing blade control will be a two handle design and located at the rear of the tailgate on the curbside.

F. Hydraulic System
• A power takeoff/pump combination will be used to power the hydraulic system.
• All hydraulic valves will be mechanically operated and use direct link controls.
• The hydraulic pump will provide a delivery of 25 GPM at 1200 RPM.
• Normal maximum operating pressures will not exceed 2200 PSI.
• The hydraulic system will incorporate a relief valve and a hydraulic pressure gauge to protect all components from excess pressures.
• All hydraulic hoses will conform to S.A.E. Standards. No flat spots in hoses will be acceptable.
• Hydraulic tank will not be less than 40 gallons and must be equipped with a sight and temperature gauge. The tank will be located inside the body.
• A replaceable 10 micron in tank immersed filter with by-pass valve and visual indicator will be furnished in the return line of hydraulic system.
• A shut-off valve will be mounted on the suction line near the oil tank.
• All cylinder rods will be chrome plated.
• All cylinders will incorporate nylon wear rings on the piston and rods to prevent metal to metal contact and an "0" ring is to be used to pre-load the seal.
• All cylinder rod end pin lugs will be inertia welded to the cylinder rod.

G. Electrical
• All body wiring will be loomed and/or in conduit with heat shrunk connectors.
• The body will be equipped with approved clearance, warning, tail, license, stop and turn signals in compliance with the national safety standards.
• The body will be equipped with an external audio back up alarm activated when the chassis is in reverse.
• Driver alert buzzer will be installed at the rear of the tailgate located by the packing controls.
• A light will illuminate in the cab when the tailgate is open and an audible alarm will sound when the vehicle is placed in reverse while the tailgate is open.
• A light bar will be mounted on the upper section of the tailgate and consist of stop, turn and three clearance lights, in accordance to the national safety standards.

H. Paint
• The body will be properly cleaned of all dirt, oil, and welding slag. Gray DuPont Color, lead-free primer with rust inhibitors will be applied.
• Exterior color: Summit White or Manufacturer’s standard white.

I. Mounting
• Body will be mounted in accordance to industry standards.

J. Optional Equipment
• Hopper Lights - Two white lamps will be mounted on the upper half of the tailgate. The lights will be capable of illuminating the hopper of the tailgate. The lights will be activated by a switch in the cab of the chassis.
• Strobe Light - A strobe light will be mounted on the upper half of the tailgate. The light will be activated by a switch located inside the cab of the chassis.
• Winch - A 12,000 pound capacity winch will be mounted and recessed into the top of the tailgate. The winch will be capable of handling commercial container. All associated hydraulic components will be supplied.
• Hydraulic Kick Bar - A device to lift and dump a commercial container, including trunnion locks to lock container into position, will be supplied along with all associated hydraulic components.
• Cart Flipper - A device capable of dumping two wheel carts will be attached to the rear of the tailgate.
• All associated hydraulic components will also be supplied.
• Reieving Cylinder - A cylinder winch will be mounted on top of roof of body. The reieving cylinder will be capable of handling commercial containers. All associated hydraulic components will be supplied. Capacity of reieving cylinder will be no less than 12,000 lbs.

K. Cab and Chassis – Required Features
• 2008 Isuzu FTR Regular Cab and Chassis 4X2, single rear axle or equivalent.
• Wheel base: Not to exceed inches with 102 inch CA.
• Engine: 6HK1-TC, 7.8L, 6 cylinder turbo/intercooled diesel rated at 200 h.p @ 2,200 rpm with 520 lbs./ft @ 1,450 rpm (automatic transmission) or equivalent.
• Transmission: 5-speed automatic.
• Front Axle: Rated @ 12,000lbs.
• Front Suspension: Rated @ 12,000lbs.
• Rear Axle: Rated @ 19,000lbs. Single speed.
• Rear Suspension: Rated @ 19,000lbs. Multi-Leaf.
• Fuel Capacity: 50 gal.
• Frame Width: 33.5 inches.
• Section Modulus: 12.69 in./3.
• RBM: 1,015,000 lbs.-ft./in.
• Tires: 245/75 R22.5G (14 ply).
• Wheels: 22.5 x 7.50.
• Brakes: Hydraulic Split w/4 Channel ABS Disc.
• Alternator: 100 Amp.
• Battery: Two 750 – CCA each.
• Exterior color: Manufacturer’s standard white.
• Interior color: Vinyl with gray interior.

III. Basis of Selection

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

A. The firm's plan to provide the University with the Services as described in Section II, Scope of Services;
B. The firm’s experience in providing Services similar to those described in this RFP, and the experience of the individuals which the firm proposes to provide such Services;
C. The firm’s references from clients which are comparable to the University;
D. The firm’s financial proposal;
E. The contractual terms which would govern the relationship between the University and the Selected Firm;
F. The firm’s plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluation the firm’s proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.); and
G. Any other factors relevant to the firm’s capacity and willingness to satisfy the University.
IV. Contents of Proposal

Firms should provide this information:

A. Services

1. State the firm’s ability to provide the Services as described in Section II, Scope of Services. Provide a brief history of the firm and its experience, qualifications and success in providing these Services.
2. Describe the experience of the individual(s) who would be responsible for providing the Services to the University.
3. Describe in detail how the firm plans to provide the Services detailed in Section II, Scope of Services.
4. State the firm’s compliance with all specifications listed in the RFP or list the specification where the firm’s equipment is deficient.
5. State the firm’s references comparable to the University, including the name and telephone number of a contact person the University may call.
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.

B. Financial Proposal

1. Describe the firm’s proposed fee for providing the Services, including all required equipment on the truck.
2. Include specific pricing for the features listed as optional.
3. The proposed fee must include all travel, delivery and related expenses.
4. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.
5. State the firm's willingness to warranty the equipment beyond the manufacturer’s standard warranty.
6. Provide a detailed list of wear related maintenance parts that are typically purchased within the first few years after the purchase of the equipment, your firm’s list price and price to the University.
7. Explain how the pricing of future vehicle purchases will be determined.

C. Contractual Arrangements

1. State the firm’s acceptance of Attachment 1, Mandatory Contractual Provisions;
2. State the firm’s acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions; and
3. Provide any contract the firm will request that the University sign.
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.

D. 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 interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms 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. Firms may not request that its entire proposal be treated as proprietary information.

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

The Commonwealth’s definitions are:

- **Minority-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.

- **Minority Individual** means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh
and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.

- "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
- "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
- "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
- "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

- **Small Business Enterprise** means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.

- **Woman-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.

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

Firms receiving this RFP will have the opportunity to ask questions about this RFP. Questions must be submitted by e-mail to the buyer listed below by 5:00 p.m. EST, Thursday, August 2, 2007 for the University to guarantee a timely response prior to the proposal due date. Answers to the questions will be sent to all Firms receiving the RFP from the University. If a Firm did not receive the RFP from the University and wants a copy of the response to questions, they must notify Becky Sims, (434) 924-1346 or via e-mail (pur-rfp@virginia.edu) to be added to the list of receiving firms.

VI. Proposal Deadline

All proposals must be received at the University of Virginia, Procurement Services, 1001 North Emmet Street(**), Carruthers Hall, P. O. Box 400202, 1001 North Emmet Street, Charlottesville, VA 22904-4202 by 3:00 p.m., Tuesday, August 14, 2007. Five copies of each proposal must be provided. Firms must also include an electronic copy of the proposal on a CD-ROM, excluding any pre-printed materials such as financial statements. The electronic copy should be formatted as a Microsoft Word document.

** 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 John Gerding as listed below 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 Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or wsc6ja@virginia.edu. The University will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

John Gerding, Major Procurements Manager
Telephone: (434) 924-4215
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: jeg5y@virginia.edu

VII. Procurement Schedule

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

Issue Date of RFP: 07/23/07
Preproposal Questions: 08/02/07 (no later than 5:00 pm)
Deadline for Receipt of Proposals: 08/14/07
Negotiations: 08/27/07
Award: 09/10/07
Attachment 1
Mandatory Contractual Provisions

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

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

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

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

E. Notices
Any notice required or permitted to be given under this Agreement will be in
writing and will be deemed duly given: (1) if delivered personally, when
received; (2) if sent by recognized overnight courier service, on the date of the
receipt provided by such courier service; (3) if sent by registered mail, postage
prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if
sent by facsimile, when received (as verified by sender’s machine) if delivered no
later than 4:00 p.m. (receiver’s time) on a business day or on the next business
day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time)
on a business day or on a non-business day. All such notices will be addressed to
a party at such party’s address or facsimile number as shown below.
If to the University:
Eric N. Denby
Director of Procurement Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P. O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 924-6154

If to the Selected Firm:

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

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

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

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

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

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

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

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

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

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

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.
If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

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

K. eVA Transaction Fee
The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.state.va.us.

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

License #______________  Type___________________

A copy of the license must be furnished upon request to the University or VASCUPP member institution.
Attachment 2
Preferred Contractual Provisions

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

B. Term of the Agreement
The term of this Agreement will be for three years, with the ability to renewal on the same terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

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

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

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

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

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

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

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

K. Insurance  
Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.
Comprehensive Commercial General Liability
The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence, with coverage for premises and operations.

L. Use of Agreement by Third Parties
In accordance with Section 2.2-4304 of the Code of Virginia, these organizations may have access to any Agreement resulting from this RFP to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP member institutions include: College of William and Mary, George Mason University, James Madison University, Old Dominion University, Radford University, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, and Virginia Polytechnic Institute and State University. A list of all other Virginia Public Colleges and Universities is available at http://www.ExploreVirginiaColleges.com/.

In addition, access to the Agreement may also be extended to 1) Any University related foundation, and 2) City of Charlottesville and County of Albemarle. Potentially, other member schools of the Atlantic Coast Conference (ACC) may also have access to any Agreement resulting from this RFP if such access is confirmed by the University. The other ACC member schools which may potentially participate are: Boston College, Clemson University; Duke University; Florida State University; Georgia Institute of Technology, University of Miami, North Carolina State University; University of Maryland, University of Miami, University of North Carolina; Wake Forest University, and Wake Forest University Health Sciences. Other institutions which may participate include Emory University.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the public bodies indicated above to purchase at the fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such institutions accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all VASCUPP member institutions and public institutions accessing the Agreement. Participating public bodies will place their own orders directly with the Selected Firm and will fully and independently administer 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 public body as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not
responsible for the acts or omissions of any VASCUPP member institution, or of any other entity accessing the Agreement under this section, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating public body from using other agreements or competitive procurement processes as required by law.

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

N. Payment Terms
Invoices submitted to the University for Services will be paid Net 30 days after receipt and University approval of invoice.

O. Cancellation of Contract
The University reserves the right to cancel this Agreement, in part or in whole, without penalty, upon 30 days written notice to the Selected Firm. Any Agreement cancellation notice will not relieve the Selected Firm of the obligation to deliver and/or perform on all outstanding issues prior to the effective date of cancellation.

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

Nancy Noblette
Administrative Assistant to the Director of Procurement Services
E-mail: nrm9g@virginia.edu

The quarterly SWAM business reports will contain this information:

• SWAM firms name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
• Contact person at the SWAM firm who has knowledge of the specified information.
• Type of goods and/or services provided over the specified period of time.
• Total amount paid to the SWAM firm as it relates to the University’s account.
The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 4.M. of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”
Attachment 3

Procedure for Resolution of Contractual Claims

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

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

A. The Selected Firm must provide the written claim to:
   Assistant Director of Procurement Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia     22904-4202

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

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

D. The Assistant Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm may appeal the decision to:
   Director of Procurement 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 Services will
review the written materials relating to the claim and decide whether to discuss
the merits of the claim with the Selected Firm. If such discussion is to be held,
the Director of Procurement Services will contact the Selected Firm and arrange
such discussion. The manner of conducting such discussion will be as the
Director of Procurement Services and the Selected Firm mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected
Firm within 60 days after the Director of Procurement Services receipt of the
appeal. The decision will state the reasons for granting or denying the appeal.
Attachment 4

Executive Vice President and Chief Operating Officer’s Request for Commitment

Greetings:

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

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

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

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

Sincerely,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer
LWS:dr
Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228