Request for Proposal

Strategic Planning Consulting Services

RFP# MW072613
July 26, 2013

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

A VASCUPP Member Institution
I. GENERAL INFORMATION

A. Purpose of this Request for Proposal (RFP)

The Rector and Visitors of the University of Virginia (the “University) and its School of Medicine seeks an experienced firm to provide consulting services to facilitate the development of a comprehensive, integrated academic strategic plan.

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

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

B. RFP Schedule and Information:

- **Preproposal Conference:** An optional Preproposal Conference will be held at the University on Thursday, August 8, 2013 at 10:00 a.m. EDT in McKim Hall, Room 3001, Charlottesville, Virginia (map viewed at this web site: [http://www.virginia.edu/Map/](http://www.virginia.edu/Map/)). The purpose of the Preproposal Conference is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP. If you know of any questions that you have prior to the Preproposal Conference, please submit them to the buyer (listed below) via email by Tuesday, August 6, 2013 to ensure the appropriate University personnel are present at the Preproposal Conference to answer the questions.

In addition, the following conference call number/access code is provided for those firms that cannot attend in person. The conference call number is 1-866-842-5779 and the access code is 9804149362. If your firm plans on participating in the Preproposal Conference (whether in person or by phone) please send an email to the buyer listed below beforehand.
Proposal Due Date: Friday, August 23, 2013 by 3:00 p.m. EDT. Please provide 10 copies of your proposal to the address listed below. In addition, please send an electronic version of your proposal — email (preferred), flash drive, or CD/DVD — to the buyer using the contact information below. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

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

Oral Presentations/Negotiations: Oral Presentations/Negotiations are tentatively scheduled for the week of September 23rd.

Expected Award Date: November 1, 2013.

C. Communication with the University

1. During this procurement, all communication with the university regarding this RFP must be directed to the Procurement & Supplier Diversity Services office and the buyer listed below. Failure to adhere to this requirement may result in the rejection of the firm’s proposal. The only exception is for issues directly related to Small, Women-owned and Minority-owned (“SWAM”) business and SWAM subcontracting opportunities. Such SWAM issues may be directed to Les Haughton, the University’s Director of Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu.

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

University of Virginia
Procurement & Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202

Buyer: Michael Warlick
Phone: (434) 924-8918
Fax: (434) 982-2690
Email: warlick@virginia.edu

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

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

**D. Expected Term**

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

**E. Proposal Offer Period**

By submitting a proposal, the firm agrees that its proposal constitutes an offer which will remain open and irrevocable for a period of 180 days from the deadline for submitting proposals.

**F. Rejection of Proposals**

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

**G. Virginia Freedom of Information Act**

Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.
IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

II. BACKGROUND

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

The 24,000 plus students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

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

B. School of Medicine Background
The School of Medicine (“SOM”) has a long tradition of excellence in a collaborative atmosphere within the school, and within a health system that also includes the University Physicians Group (UPG), the School of Nursing, the University Medical Center, and the Health Sciences Library (collectively “UVA Health System”). It is one of the largest schools within the University, with approximately 1,100 salaried faculty, 1,000 visiting faculty and 1,500 staff. SOM consists of 21 clinical departments, 8 basic science departments, 16 research centers and a major research library.

In the last few years, the SOM, the University Health System, and the University have experienced – and are still undergoing – significant change. Some of this change is due
to external factors such as the decline in NIH funding, sequestration, the Affordable Care Act, increased competition from local and regional healthcare providers, and the increase in the number of Virginia-based medical schools.

Other changes are internal. After many years of stable leadership, the University has undergone major changes among top leadership, including the much publicized firing and rehiring of the University president, the departure of a recently hired Chief Operating Officer (“COO”) and the hiring of a new COO, and restructuring of the University’s reporting lines. In 2011, the Medical Center, in collaboration with the SOM and the University Physicians Group (“UPG”), undertook a strategic planning effort to define a strategic plan focused on clinical operations and clinical and translational research. In 2012, it was announced that the Vice President and Dean of the SOM would step down at the end of his term in July 2013. The University’s President also announced that the VP/Dean of the SOM and the VP/CEO of the Medical Center would no longer hold the title of Vice President, and both positions would report to the newly created position of Executive Vice President for Health Affairs (“EVP-HA”). A new SOM Dean has been appointed and the EVP-HA search is nearing completion.

The SOM implemented a new nationally recognized undergraduate medical curriculum in 2010 and a new graduate program curriculum in 2012. The SOM is preparing for its October 2014 reaccreditation visit.

The SOM undertook a comprehensive strategic planning process in 2002, which resulted in The Decade Plan. Currently the SOM has charged a task force to review faculty compensation practices and clinical faculty benefits. A task force will review the SOM’s time away policy for faculty and provide recommendations to the dean. The SOM and its department leadership are discussing how to balance financial restrictions with requests to hire new and replacement investigators. While there has been clinically focused joint planning with the Medical Center and UPG, the SOM needs to engage in an integrated strategic planning process that includes the education and research missions.

III. SCOPE OF SERVICES

The University is seeking a firm to provide consulting services to facilitate the development of a comprehensive, integrated academic strategic plan. The strategic plan will complement and support both the strategic initiatives outlined by the Office of the President and the clinical strategy developed by the SOM the University Health System.
The Services provided should include those services necessary to help the University achieve its goals as outlined in this RFP and includes:

- Become familiar with existing strategic plans and institutional priorities.
- Identify and evaluate SOM areas of strength and weakness in research and education, and help determine strategic focus that aligns with the current University Health System plan.
- Interview SOM, UPG, and Medical Center leadership, key faculty members, key administrators, and key staff for input in initial identification of desired institutional priorities. Interview key collaborators across the University, including those in the Schools of Nursing, Architecture, Law, and Engineering and Applied Science, the Claude Moore Health System Library, the Curry School, Darden School of Business, and the Office of the Vice President for Research. (Anticipate 100-150 interviews)
- Outline and recommend a structure for establishing the planning process, including overall leadership and working committees, and an associated timeline.
- Provide benchmark data where they exist.
- Facilitate meetings with University faculty and staff to solicit input and feedback.
- Work with University Health System communications personnel to develop a communications plan for providing in-person and written updates to University faculty, staff, and students, and to solicit their feedback.
- Work with designated SOM staff to draft the academic strategic plan, disseminate it to stakeholders, and revise the draft based upon feedback.
- Complete work within six months of the contract start date.

The SOM will provide assistance for scheduling meetings, taking minutes, drafting documents, preparing presentations, and other required support.

### IV. CONTENTS OF THE PROPOSAL

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

A. A letter of introduction. Include the name of the firm’s primary contact during the RFP process with their phone numbers and email address.
B. A narrative describing the size of the firm and the type of consulting in which the firm is engaged. Include relevant experience at colleges and universities, and/or health care systems that dealt specifically with strategic planning.

C. A list of references, including telephone and email contact information, from organizations for which the firm has completed similar consulting services.

D. Name and biography including credentials, qualifications, and experience of the principal(s) who will be assigned to this project. Also include a biography for any staff assigned to this project.

E. Overview of your preferred process for facilitating and developing a strategic plan.

F. Detailed description of services to be provided as set forth in this RFP, including a timetable with an end date within six months of the contract start date.

G. Financial Proposal
   1. The firm’s proposed fee/rate for providing the Services. Provide separate pricing for specific components of the project.
   2. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.
   3. Describe how the University will benefit from cost savings by accepting the firm's proposal.
   4. State the firm’s agreement to receive payments electronically via Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. For more information about these payment methods, click here: [http://www.procurement.virginia.edu/pagepaymentmethods](http://www.procurement.virginia.edu/pagepaymentmethods). Prior to contract award, the Selected Firm will be required to contact University Procurement and Supplier Diversity Services’ Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

H. Contractual Arrangements:
   1. Provide the University with any form or contract the University may be requested to sign.
   2. 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.
3. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

4. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at [http://www.vcu.edu/procurement/coopcon.htm](http://www.vcu.edu/procurement/coopcon.htm).

I. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement. For more information about SWAM and the University’s SWAM plan, please refer to Attachment 3 and this site: [www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf](http://www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf). Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

### V. BASIS OF SELECTION

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

A. The firm's plan to provide the University with the services as described in Section II, Background Information, and Section III, Scope of Services.

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

C. The firm’s financial proposal;

D. The contractual terms that would govern the relationship between the University and the Selected Firm;

E. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses. *Note:* A 10% minimum weight will be given to this criterion in evaluating proposals; and

F. Any other factors relevant to the firm's capacity and willingness to meet the University requirements.

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. All proposals received will be carefully evaluated by the University. The University then intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm(s) which, in its opinion, best meets the needs of the University. Alternately, if the University
determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

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

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

Firms should also note that, as described within, certain matters will automatically be deemed part of the proposal.

VI. TERMS AND CONDITIONS

This solicitation and any subsequent award are subject to:

A. The University’s Mandatory Contractual Provisions, Attachment 1. Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

B. The University’s Preferred Contractual Provisions, Attachment 2. Unless a firm expressly and specifically states its exception to any of the Preferred Provisions in its written proposal and/or provides proposed modifications, then the proposal from the firm will automatically be deemed to include those provisions.

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

D. Amendments
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University’s Director of Procurement and Supplier Diversity Services and by the individual signing the Selected Firm(s) 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. Independent Contractor
The Selected Firm(s) is not an employee of the University, but is engaged as an independent contractor. The Selected Firm(s) will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm(s)’s performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm(s) to make
commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

F. 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.

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

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

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

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

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

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

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

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

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

I. eVA Registration
The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

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

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

K. Unauthorized Alien Use
The Selected Firm(s) warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm(s) furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

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

A. Payment Terms
The Selected Firm(s) agrees to receive payments electronically and provide any additional discounts that may result from paying electronically. The firm will contact the University’s Payment Processor Specialist group in Procurement and Supplier Diversity Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email: uva-prs-boa@virginia.edu]. Accordingly, the Selected Firm(s) agrees to accept Bank of America’s (“BoA”) ePayables® (ghost card) method of electronic payment or BoA’s PayMode® (direct deposit) payment method of electronic payment. For more information go to this link: [http://www.procurement.virginia.edu/pagepaymentmethods].

For ePayables, the payment term is Net 20. For PayMode, the payment term is Net 30 unless a cash discount is offered for early payment (1% 15/Net 30). The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

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

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

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

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

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

G. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm(s)'s books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Selected Firm(s) will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm(s) perform self-audits within reasonable parameters established by the University.

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


I. Insurance
Listed below is the insurance the Selected Firm(s) must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm(s) construe these minimum required limits to be their limit of liability to the University. Each Firm will maintain insurance which meets or exceeds the requirements of the University. No Agreement will be executed by the University until the Firm satisfied the insurance requirements of the University. The Selected Firm(s) may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm(s).

**Commercial General Liability:**
The Selected Firm(s) and any Subcontractor will maintain a minimum Limit of Liability for bodily injury and property damage of $500,000 per occurrence, and an aggregate limit of at least $1,000,000, with coverage for: **Premises – Operations and Personal Injury**
**Errors and Omissions:**
The Selected Firm(s) and any Subcontractor will maintain Professional Errors and Omissions liability insurance with a limit of not less than $1,000,000 per claim.

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

*X* Owned and Non-Owned Automobiles

*Additional Insured* — The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and The Rector and Visitors of the University of Virginia, its officers, employees, and agents."

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

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

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

**K. The University's Authorized Representatives**
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm(s) by the University's Director of Procurement and Supplier Diversity Services.
L. **Purchasing Manual**
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: [https://vascupp.org/hem.pdf](https://vascupp.org/hem.pdf)

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

Lorie Strother  
SWAM Contract Administrator  
Procurement and Supplier Diversity Services  
E-mail: [mailto:ljs8n@virginia.edu](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)’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm(s)’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm(s) as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

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

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

P. **Ordering Procedures**
The University does not place verbal orders for the Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase
Order in advance of Selected Firm’s provision of the Goods and Services. Accordingly, at the University’s request, the Selected Firm will issue a proposal/quotation listing the Goods and Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize the Selected Firm to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

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

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

S. Confidentiality
Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each may be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party, and not to make any internal use of such material not required under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

1. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or
2. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
3. Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or
4. It is disclosed to a third party by the disclosing party with an obligation of confidentiality; or
5. It is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
6. The receiving party is obligated to produce as required by law, lawfully issued subpoena, or a court order, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

Upon written request of a disclosing party, the receiving party will return all information disclosed in written or tangible form, and the receiving party will destroy all of its copies, excerpts, or notes make by it which contain any portions of the information unless otherwise provided for by the parties.

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

T. Protected Health Information
If the Selected Firm will receive, create, or come into non-incidental contact with individually identifiable health information of university patients or University Health Plan participants — “Protected Health Information” as that term is defined in regulations under the Health Insurance Portability and Accountability Act of 1996 ( “HIPAA”), at 45 C.F.R. Part 160.103 — the Selected firm will be required to sign a Business Associate Addendum.

U. Data and Intellectual Property Protection
This provision is applicable only in those situations where the Selected Firm will provide goods or services which necessitate that the Selected Firm create, obtain, transmit, use, maintain, process, or dispose of University Data (as defined in the Definitions section of this provision) in order to fulfill its obligations to the University

1. Definitions
   a. “Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
   b. “End User” means the individuals authorized by the University to access and use the Services provided by the Selected Firm under this Agreement.
   c. “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6
and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.

d. “Securely Destroy” means taking actions that render data written on physical (hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.

e. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.

f. “Services” means any goods or services acquired by the University from the Selected Firm.

g. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data
The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the Agreement.

3. Intellectual Property Rights/Disclosure
a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Selected Firm (or its subcontractors) for the University will not be
disclosed to any other person or entity without the written permission of the University.

b. Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property created in the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Selected Firm agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance of this Agreement to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights.

c. 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.

4. Data Privacy

a. Selected Firm will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law. If Selected Firm will handle Protected Health Information (“PHI”) under this agreement, the provisions of the Business Associate Addendum found at http://www.procurement.virginia.edu/pagebusinessadd relating to data privacy replace this subsection 4.a in regard to such PHI.

b. University Data will not be stored outside the United States without prior written consent from the University.

c. Selected Firm will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm obligations under this Agreement. Selected Firm will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement. If Selected Firm will have access to the University’s Education records as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” in the University Education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm agrees to abide by the limitations and requirements imposed on school officials. Selected Firm will use the Education records only for the purpose of fulfilling its duties under this Agreement for University’s and its End User’s benefit, and will not share such data with or disclose it to any third
party except as provided for in this Agreement, required by law, or authorized in writing by the University.

5. Data Security
   a. Selected Firm will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Selected Firm’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.
   b. Selected Firm will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

6. Employee Background Checks and Qualifications
   a. Selected Firm shall ensure that its employees who have potential access to University Data have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.
   b. If the Selected Firm must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm as having the potential to affect the accuracy of the University’s financial statements, Selected Firm shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

7. Data Authenticity and Integrity
   Selected Firm will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm shall be responsible for ensuring that University Data, per the Virginia Public Records Act, “is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”
8. Security Breach
   a. Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Selected Firm will notify the University, fully investigate the incident, and cooperate fully with the University’s investigation of and response to the incident. Except as otherwise required by law, Selected Firm will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
   b. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
   c. If Selected Firm will handle Protected Health Information (“PHI”) under this agreement, the provisions of the Business Associate Addendum found at http://www.procurement.virginia.edu/pagebusinessadd on security breach replace this section 8 in regard to such PHI.

9. Response to Legal Orders, Demands or Requests for Data
   a. Except as otherwise expressly prohibited by law, Selected Firm will:
      • immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm seeking University Data;
      • consult with the University regarding its response;
      • cooperate with the University’s reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
      • upon the University’s request, provide the University with a copy of its response.
   b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Selected Firm, the University will promptly provide a copy to Selected Firm. Selected Firm will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University’s reasonable requests in connection with its response.
10. Data Transfer Upon Termination or Expiration
   a. Upon termination or expiration of this Agreement, Selected Firm will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm might have transferred University data. The Selected Firm agrees to provide documentation of data destruction to the University. If Selected Firm will handle Protected Health Information (“PHI”) under this agreement, the provisions of the Business Associate Addendum found at http://www.procurement.virginia.edu/pagebusinessadd on data return or destruction upon termination or expiration replace this sub-section 10.a in regard to such PHI.
   b. Selected Firm will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm’s facilities to remove and destroy University-owned assets and data. Selected Firm shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits
   a. The University reserves the right in its sole discretion to perform audits of Selected Firm at the University’s expense to ensure compliance with the terms of this Agreement. The Selected Firm shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm must create, obtain, transmit, use, maintain, process, or dispose of University Data.
   b. If the Selected Firm must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm as having the potential to affect
the accuracy of the University’s financial statements, Selected Firm will at its expense conduct or have conducted at least annually a:

- American Institute of CPAs Service Organization Controls (SOC) 2 Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm’s security policies, procedures and controls;
- vulnerability scan, performed by a scanner approved by the University, of Selected Firm’s electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
- formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm’s electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

Additionally, the Selected Firm will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The University may require, at University expense, the Selected Firm to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Institutional Branding
Each party shall have the right to use the other party’s Brand Features only in connection with performing the functions provided in this Agreement. Any use of a party’s Brand Features will inure to the benefit of the party holding intellectual property rights in and to those features.

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

b. Selected Firm warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Selected Firm, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.
14. Termination
The University may immediately terminate the Agreement if the University makes the determination that the Selected Firm has breached a material term of this Data and Property Protection Provision.

15. Survival
The Selected Firm’s obligations under Section 10 shall survive termination of this agreement until all University Data has been returned or Securely Destroyed.

V. 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.

To the University:
Eric N. Denby, Director
Procurement Services and Supplier Diversity Services
University of Virginia
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-4019
Fax: 434-982-2690

with a copy (which will not constitute notice) to:
Office of the General Counsel
University of Virginia
P.O. Box 400225
Charlottesville, Virginia 22904-4225
Fax: 434-982-3070

If notice concerns a Security Breach:
Shirley C. Payne
Assistant VP for Information Security, Policy, and Records
University of Virginia
P.O. Box 400898
Charlottesville, Virginia 22904-4898
Phone: 434-924-4165
Fax: 434-243-9197
Email: payne@virginia.edu

If to the Selected Firm(s):

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

W. Agreement

Any resulting agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement. The agreement will be the entire agreement between the University (including University employees and other End Users) and the Selected Firm. In the event that the Selected Firm enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.
Greetings:

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

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

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

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

Sincerely,

Colette Sheehy
Vice President for Management and Budget