Request for Proposal

Student Loan Services

December 20, 2007

Issued by
Procurement Services
Charlottesville, Virginia
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This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: [http://www.procurement.virginia.edu/main/publicpostings/RFP.html](http://www.procurement.virginia.edu/main/publicpostings/RFP.html). It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement Services web site: [http://www.procurement.virginia.edu/main/](http://www.procurement.virginia.edu/main/)

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks an experienced firm to provide comprehensive loan plans that include Federal Stafford and Parent Loan for Undergraduate Students (PLUS) Loans, Graduate Student PLUS loans, and private alternative loans to its students and/or sponsors of students. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University is referred to as the "Selected Firm." 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.
It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth and the University encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

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

The 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.
Title IV Student Financial Aid is administered by three separate offices at the University. Student Financial Services (SFS) administers financial aid for all undergraduate students, graduate students, and Darden Business School students. The Office of Financial Aid at the School of Medicine and the Law School Office of Financial Aid administer Title IV aid for their respective students. These offices are collectively referred to as ‘Financial Aid Administrators’ throughout this RFP.

In 1995 the University became a Year Two School in the Direct Loan program which reduced costs and improved service to students. During the time that the University participated in the Direct Loan Program, the University was considered nationally as one of the most successful Direct Loan schools in its processing and accuracy. After eight years in the Direct Loan Program, the University issued an RFP for student loan services seeking one or more lenders in order to operate under the Federal Family Education Loan Program (FFELP). As a result of the RFP, the University awarded an agreement to Bank of America in October 2003 and the University has operated under FFELP since that time. As part of the 2003 agreement, the University chose ELM Resources as its communication method. ELM Resources provides automated FFELP and alternative loan data exchange, updates, and loan information through the Internet. ELM is a not-for-profit company supported by the lenders, guarantors and servicers who are its members. Bank of America is a member of ELM Resources.

The initial term of the 2003 agreement with Bank of America and the University will continue until October 2008. Additional information on the University’s loan programs may be found at this web site: [http://www.virginia.edu/financialaid/loans.html](http://www.virginia.edu/financialaid/loans.html).

The University currently operates a mainframe-based Integrated Student Information System (ISIS) with Cincom’s relational database, SUPRA. The University intends to migrate to the PeopleSoft Student Information System no earlier than January 2009. Throughout this RFP such systems will be referred to as “Automated Systems”.
Firms should become familiar with this URL addressing AccessUVa and how the University is striving to make an education at the University readily accessible, affordable and possible: [http://www.virginia.edu/accessuva/](http://www.virginia.edu/accessuva/). One of the University’s major concerns is the rising debt of its student body. Among the goals of this RFP and resulting Agreement(s) are: to enhance the process of borrowing so that the terms of the loans are transparent to University students and their families from the beginning of the process; to improve the understanding that University students have regarding their credit and their credit scores; and to assist University students and their families in exploring alternatives for different loan arrangements, so that they may find the loan(s) with the most advantageous terms for their situation. It is imperative that the University and the Selected Firm work together to devise new lending strategies that address a coordinated commitment to the University’s students and their families.

In support of its mission and in an effort to maintain the highest quality services for its students and parents, the University seeks multiple experienced Firms as a part of a comprehensive student loan plan as defined below that would provide University “Students/Parents/Borrowers” with a simplified loan process incorporating reduced interest and/or fees to University students and their families. Note that the University intends to make multiple awards as a result of this RFP.

III. Scope of Services

It is the University's intent to enter into an Agreement with the Selected Firm for a comprehensive student loan plan for the University (the “Loan Plan”) in compliance with federal requirements. The Loan Plan will include Federal Stafford, Parent PLUS, Graduate Student PLUS, and private loans for University Students/Parents/Borrowers along with the services necessary to help the University achieve its goals as outlined in this RFP (the “Services”). Note that private loans, or alternative loans, are offered by lenders for postsecondary education. These loans are intended as supplements to FFELP loans or as a substitute for families that do not qualify for FFELP loans. In most cases, alternative loans require the family, student, or a co-signer, to meet credit requirements.
In order to achieve this goal the Selected Firm may be requested to provide those Services outlined in this section.

A. General

The Selected Firm will:

1. Develop state of the art technology that would interface with ELM Resources, utilizing CommonLine and Common Record:CommonLine.
2. Operate using a choice of three guarantors, while offering a single point of service from loan guarantee through repayment servicing.
3. Provide a high level of service to include prompt and courteous problem resolution.
4. Provide electronic funds transfer for all FFELP transactions; master check for private loans until the implementation of PeopleSoft, and electronic transfer thereafter.
5. Train University employees on the Selected Firm’s systems.
6. Provide savings for University Students/Parents/Borrowers with respect to current interest rates, fees, and repayment benefits.
7. Provide flexibility and access to all University Students/Parents/Borrowers to private loans.

B. Loan Programs

The Selected Firm will provide loan programs which will include, but not be limited to:

1. Federal Loan Program
   a. The Federal Stafford, Parent PLUS, and Graduate Student PLUS programs
   b. The Parent PLUS and Graduate Student PLUS loan approval process to include:
      1. Parental pre-approval process
      2. Graduate Student pre-approval process
      3. Validity of credit results for 180 days
4. Communication of decision to approve/deny for pre-
approvals or regular credit checks to University Financial
Aid Administrators within the same business day. (Loan
program criteria at least as stringent as federal guidelines.)

5. Capability to reevaluate a denied University
Students/Parents/Borrowers (“second look”)

6. Capability to design a pre-approval process that can be
customized to meet the University’s needs, including same
business day notification

2. Private Loan Program

a. A credit based private loan program incorporating competitive fees
and interest rates.

b. Programs, including, but not limited to, these categories, which are
customized to meet the needs of University Students/Parents/
Borrowers:
   1. General Undergraduate and Graduate Programs
   2. Graduate Business Program
   3. Graduate Law Program
   4. Allopathic Medical Program
   5. Parents who do not qualify for a PLUS loan
   6. Students who do not have a co-signer and/or a credit
      history qualify for an alternative loan
   7. International students (with no required co-signer and/or no credit
      history)

c. A private program for law students to help cover costs associated
with the bar examination.

3. Loan Origination and Disbursement Processing

a. Provision for origination, guarantee, disbursement and servicing
for federal and private loans through ELM and the National
Disbursement Network (NDN) utilizing CommonLine4 for 2008-
2009 (with the University’s mainframe ISIS Automated System)
and CommonRecord/CommonLine for 2009-2010 and beyond (with PeopleSoft).

b. Utilization of an experienced and reputable student loan servicer

c. Operation as a “life of loan” holder

d. Use of reputable, experienced guarantor to guarantee the loans and to include:
   1. Automated link with guarantor
   2. Speedy loan guarantee and a process that quickly transmits that information to the University
   4. Origination fee paid.
   5. Other Services/capabilities as required

e. Use of Automated Clearing House (ACH) with ELM and the NDN as the primary disbursement option for FFELP loans. Disbursements will be available as requested by the University. For private loans, use of an individual master check is the required disbursement method through the 2009 summer session or until the implementation of the new student system. After implementation of the new student system, private loan disbursement will be through the use of ACH with ELM and the NDN.

f. Processes which will allow University Financial Aid Administrators to make changes to a loan record for both pre-disbursed and post-disbursed loans. (This capability should be available via the Internet.)

4. Online Services for Students/Parents/Borrowers

a. A dedicated web site/URL

b. Ability to process Stafford, Parent PLUS, Graduate Student PLUS, and private loans to incorporate:
   1. Simplified borrower application/enrollment and timely loan guarantee
2. Borrower pre-qualification results, within the same business day, incorporating corresponding timely credit check and pre-qualification results validity for 180 days, with an automatic “second look” capability.

c. Completion of University Student entrance and exit counseling in a manner that meets federal requirements and advises University Financial Aid Administrators when the borrower has completed counseling.

d. Any other loan processing services available via Selected Firm’s web site which are advantageous to the University and Students/Parents/Borrowers.


f. Appropriate online access to loan records for National Student Loan Data System (NSLDS) for Financial Aid Administrators and Students/Parents/Borrowers to include both read-only and editable content.

g. Receipt/delivery of correspondence and/or bills via the Internet.

h. Multiple payment options via the Internet.

5. Borrower Benefits and Repayment Options

The Selected Firm will provide:

a. Borrower benefits/incentives for Students/Parents/Borrowers for both federal and private loan programs.

b. Repayment plans for Students/Parents/Borrowers.

c. Borrower benefits that are guaranteed to remain the same or be financially improved for the life of the loan.

d. Repayment programs which would allow borrowers to participate in loan forgiveness/loan repayment assistance programs.
e. A flexible repayment schedule for law school graduates who would like to accept judicial clerkships for either a one or two year period.

6. Customer Service for Students/Parents/Borrowers
The Selected Firm will provide:

a. A dedicated toll-free number for Students/Parents/Borrowers to inquire about the status of a University loan

b. Minimum hours of operation of Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time)

c. Self-service voice response system which incorporates the option for Students/Parents/Borrowers to speak directly to a customer service representative knowledgeable about the Services
d. Information to borrowers of the ability to serialize or consolidate loans, and execute this serialization or consolidation of loans, so that Students/Parents/Borrowers would not be required to make multiple monthly payments
e. Automatic “second look” for any denial, with subsequent contact of Students/Parents/Borrowers within two business days if the loan remains denied

f. A credit reevaluation (“second look”) for PLUS, credit PLUS, and private loan products
g. Action toward resolution within two business days on any customer service inquiry

h. Other assistance as required by Students/Parents/Borrowers

7. Customer Service for University Financial Aid Administrators
The Selected Firm will provide:

a. A dedicated toll-free number for University Financial Aid Administrators to inquire about the status of a loan

b. Minimum hours of operation of Monday through Friday from 8:00 a.m. to 5:00 p.m. (Eastern Time)
c. Automatic “second look” for any denials. Contact with University Financial Aid Administrators within two business days if loan remains denied after automatic “second look”

d. Action toward resolution within two business days of any University inquiry

e. Immediate communication to University Financial Aid Administrators of: any lender, guarantor, or servicer errors; a certification that all other borrowers have been checked for the same or similar errors; with a process and timeline for resolution and a permanent fix

f. Any adjustment/change to a disbursed loan requiring more than 24 hours from time received from ELM to time returned to ELM will require email notification to University Financial Aid Administrators

g. Other assistance as required by University Financial Aid Administrators to include on-site assistance as required by the University

8. Collateral Materials

The Selected Firm will provide collateral materials for distribution to University Financial Aid Administrators and Students/Parents/Borrowers to include:

a. Application Processing

b. Entrance/Exit interview materials.

c. Debt management materials

d. General loan information/customer assistance

e. Private loan materials

9. Default Prevention

The Selected Firm will provide:

a. An active program focused on University student accessibility that helps University students avoid loan defaults and repayment
difficulties and improves individual University student debt management.

b. Assistance in developing financial literacy programs specifically designed for students from each school at the University
c. A 10-year historic timeline default rate
d. Efforts to ensure or reduce the current cohort default rate

10. Student Benefit Attainment
The University is interested in ensuring that the benefits described as a part of the Selected Firm’s FFELP and private loan program are realized by Students/Parents/Borrowers. Accordingly, the Selected Firm will provide as a part of the Services:

a. A target agreed upon with the University for a minimal percentage of University students who achieve the ascribed loan benefits
b. Active steps by the lender and servicer to aid Students/Parents/Borrowers in achieving benefits
c. A mechanism by which University students could recapture, or be reinstated to, lost benefits
d. A quarterly presentation of a statistical analysis of borrower benefits captured/lost/not accessed

11. Reports
The Selected Firm will provide monthly electronically formatted reports for:

a. Cumulative academic year loan volume in total and by type of loan (number of borrowers and amount borrowed)
b. Provide the minimum, maximum, mean, median, and a distribution for:
   1. Length of time for completion of changes to disbursed loans (from receipt from ELM to return to ELM)
   2. Length of time from loan certification to signing of the promissory note
3. Length of time from signing of the promissory note to loan certification
4. Length of time to match school certified loans and student promissory notes
c. Number of loans initially denied (by loan type)
d. Number of loans denied (by loan type) and resolved by “second look” within two business days
e. Number of loans denied (by loan type) resolved by “second look” beyond two business days
f. Number of loans (by loan type) remaining denied
g. Number of communications with Financial Aid Administrators and Students/Parents/Borrowers within two business days of denied loans
h. Number of communications with Financial Aid Administrators and Students/Parents/Borrowers beyond two business days of loans denied

C. Compliance with Laws
The intent of the University and the Selected Firm is to fully comply with applicable provisions of the Higher Education Act of 1965, as amended (the “HEA”), including Section 435(d)(5)(a), which bars lenders from, among other things, offering “directly or indirectly, points, premiums, or other inducements, to any educational institution or individual in order to secure applicants for loans….” and all other applicable state or federal mandates. Accordingly, nothing in this RFP or any resulting Agreement will be construed to encourage or obligate the Selected Firm to provide inducements to the University that are prohibited by the HEA, and the University will not accept payments that are prohibited by the HEA or any terms or conditions prohibited by any other applicable state or federal mandates. Further, nothing in this RFP or any resulting Agreement will permit the University or the Selected Firm to interfere with an individual borrower's right to select the lender of his or her choice.
D. Automated Systems Interface and Support

1. The Selected Firm will accept and process files with ELM and the NDN utilizing CommonLine4 for 2008-2009 (with the University’s mainframe ISIS Automated System) and CommonRecord/CommonLine for 2009-2010 and beyond (with PeopleSoft).

2. The Selected Firm will provide ongoing support in these areas:
   a. Technical support via various methods (phone, email, online, etc.) as required
   b. Designated technical contact for the University
   c. Notification of changes to the University regarding Automated Systems and federal/state regulations

IV. Basis of Selection

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

1. The firm's plan to assist the University to meet its goals for the Loan Plan and Services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Services, specifically including value-added benefits for Students/Parents/Borrowers;

2. The firm's relevant experience, qualifications and success in providing services similar to those outlined in this RFP;

3. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;

4. The firm's financial proposal, specifically interest rate and borrower benefits, and including but not limited to discounts, service charges and other charges;

5. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;

6. The contractual terms which would govern the relationship between the University and the Selected Firm;
7. The firm’s plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm’s proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.); and

8. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

Note that the University intends to make multiple awards as a result of this RFP.

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

A. Services
1. Describe how the firm plans to provide the Loan Plan and associated Services, which is the primary goal of this RFP.

2. Provide a plan of operation to achieve the objectives set forth in Section II, Background Discussion and Goals of the University and Section III, Scope of Services. Comment on each individual area of Section II and Section III.

3. Describe how the firm plans to work with Students/Parents/Borrowers and the University in providing the Loan Plan and associated Services.

4. State the length of time required and a proposed schedule for implementing the Loan Plan and associated Services.

5. List and describe any procedures, organizations or publications that the firm would use in maintaining a high level of effective communication with Students/Parents/Borrowers and the University.

6. Provide a sample copy of any brochures, electronic/online media or any other literature describing services offered which would be sent to
Students/Parents/Borrowers as part of the Loan Plan and associated Services.

7. List any restrictions which would prevent any Students/Parents/Borrowers from participating in the Loan Plan.

8. Describe the firm’s customer service operation to include hours of operation and modes of customer contact.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in providing similar comprehensive student loan plans. Describe the firm, its size, number of employees, and annual dollar volume of student and parent federal and private loans.

2. Provide information on those individuals assigned to work with the University including a description of their experience in managing similar comprehensive student loan plans.

3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.

4. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
   b. Length of service at the account
   c. Reason for the loss

5. Provide a copy of the firm's most recent audited financial statements.

6. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.
C. Financial Proposal
1. Describe the fees that the firm will charge for the Services. Include a 10-year history of past rate changes.
2. Describe how Students/Parents/Borrowers will realize additional benefits (from additional revenue and/or cost savings) by the University’s acceptance of the firm's proposal. (Please see and complete Attachment 5, Borrower Terms and Benefits Grid). Firms must complete separate individual grids for each different proposed loan type and for each of those situations where different qualifications would yield different terms and/or benefits for a particular proposed loan type.
3. Describe how the firm intends to charge for new and/or Future Services, including those new and/or Future Services which would incorporate new technology or would result in cost/time savings or greater convenience to the University’s Students/Parents/Borrowers. The University expects all fees related to new and/or Future Services to reflect market pricing or better.

D. Contractual Arrangements
1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
4. Provide a written statement with the firm’s proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.
E. Site Visits
It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the firm and the University to view its operation.

F. Small, Women-owned and Minority-owned (SWAM) Business
The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University’s 2007 SWAM plan spend goal for firms certified by DMBE is:

<table>
<thead>
<tr>
<th>Category</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Enterprises</td>
<td>4.0 %</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>5.0 %</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>31.0 %</td>
</tr>
</tbody>
</table>

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

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

G. Other Information

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

VI. Information about this RFP

A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:
B. Issuance of RFP and Questions
The Issuing Office for this RFP is:
Procurement Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia  22904-4202

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

Attention:  Steve Heldreth, Major Procurements Manager
Telephone:  (434) 924-4217
Fax :  (434) 982-2690
TDD:  (434) 982-HEAR
Email:  heldreth@virginia.edu

Any questions concerning this RFP will be directed to Steve Heldreth as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to 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 question or other matters raised.

C. Preproposal Conference
A conference for firms receiving this RFP will be held on Monday,
January 14, 2008 at 9:00 a.m. EST in the Darden School of Business Classroom #290, Charlottesville, Virginia (map viewed at this web site: [http://www.virginia.edu/Map/](http://www.virginia.edu/Map/)). Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of
the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Rebecca Sims either by email pur-rfp@virginia.edu or telephone (434-924-1346), no later than 12:00 p.m. EST on Thursday, January 10, 2008 of the names, titles, and phone numbers of the individuals who will attend.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m. EST on Friday, January 25, 2008. Seven copies of each proposal must be provided in individual, bound volumes. 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.

E. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Oral presentations are tentatively scheduled for February 18, 2008 and February 19, 2008. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are scheduled for March 3, 2008 through March 6, 2008.

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

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

Formal Communications

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

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

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

G. Formation of the Agreement with the Selected Firm

All proposals received will be carefully evaluated by the University. The University will then select two or more firms deemed to be fully qualified and best suited among those submitting proposals, on the basis of evaluation criteria described in this RFP. The University will then conduct negotiations with each of
these firms. After negotiations have been conducted, the University will select the firm which, in its opinion, has made the best proposal. The University will award the agreement to the Selected Firm by either of these methods:

1. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal submitted in response to it and/or any addenda submitted during the negotiation process; or

2. Execute a mutually satisfactory written agreement based on this RFP, the proposal submitted, and the negotiations concerning these.

3. 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 firm.

Because the University may use alternative (1) 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.

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

H. Provisions Deemed Included in the Proposal

The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.
The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions

Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.

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


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

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

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

I. Rejection of Proposals

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

J. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any 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.
Attachment 1
Mandatory Contractual Provisions

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

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

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

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

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

If to the University:
Eric N. Denby
Director of Procurement Services
Carruthers Hall
University of Virginia
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

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.

K. eVA Business To Government Registration
The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://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.

L. 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](http://www.eva.state.va.us).

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

License #__________________  Type__________________
A copy of the license must be furnished upon request to the University or VASCUPP member institution.
A. Services
During the term of this Agreement, the Selected Firm will provide for the University the Services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

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

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

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

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

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

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

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

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

J. Contractual Claims

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

K. Insurance

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

**Comprehensive Commercial General Liability:**

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $2,000,000 aggregate, with coverage for the following coverage:

- {X} Premises/Operations
- {X} Contractual
- {X} Personal Injury

**Financial Institution Bond:**

Selected Firm and any Subcontractor will provide a Financial Institution bond with a maximum deductible of $1,000,000 or an amount agreed to by the University based on Selected Firm’s financial ability.
Computer Crime Insurance for Financial Institutions:
Selected Firm and any Subcontractor will provide Computer Crime Insurance for Financial Institutions with coverage of at least $1,000,000 per claim.

Professional Liability:
Selected Firm and any Subcontractor will provide Errors & Omissions Insurance with coverage of at least $1,000,000 per claim.

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

- Any Automobile
- Owned and Non-Owned Automobiles
- Garage Liability

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

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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the entities above to purchase at fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such entities 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 entities accessing the Agreement. Participating entities 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 entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity 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 entity from using other agreements or competitive procurement processes as the need may be.

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

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

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available on Procurement Services web site at:

http://www.virginia.edu/procurement/about/PurchasingManual.html

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

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

The quarterly SWAM business reports will contain this information:

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

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

Q. Intellectual Property Rights/Disclosure

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

R. Project Manager
Selected Firm agrees to provide an individual ("Project Manager") to implement,
perform, and manage all Services. The University must approve the appointment of the
Project Manager prior to execution of the Agreement. The Project Manager will be the
University’s primary contact, although the Project Manager will be assisted by other
members of Selected Firm’s staff in completing key activities. To ensure consistent
project management and supervision, the Project Manager will attend all project meetings
as requested by the University, and will visit and inspect the project site at least twice a
week during active installation or testing periods.

In the event that the Project Manager or any other individual responsible for the
University’s account, is no longer employed by Selected Firm, is unavailable for any
reason, or is performing in an unsatisfactory manner as determined by the University’s
Contract Administrator, Selected Firm will propose a replacement for that individual
within a reasonable time frame, so as not to significantly delay the provision of Services
to the University. The University reserves the right to approve the replacement, or to
cancel the Agreement. If a proposed replacement is accepted by the University, the
replacement will provide the Services at rates no higher than the rates of the original
individual and in accordance with all terms and conditions specified in this Agreement.

S. Future Services
The University reserves the right to have Selected Firm provide additional services
directly related to the University’s ongoing requirements with respect to student loans for
Student/Parents/Borrowers under most favored nations pricing, terms, and conditions.
Such additional services may include student loan products and services newly developed by the Selected Firm during the term of the Agreement.

T. Mailing List
Selected Firm will not sell or give the lists of University personnel to third parties or otherwise use such personnel information except as needed to provide the Services listed in this Agreement.

U. Confidentiality
Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will 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. Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or contractual obligations under this Agreement; or
5. 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 made by it which contain any portions of the information unless otherwise provided for by the parties.

To the extent that particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this section, will be controlling.
Attachment 3

Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2006, 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.
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
Borrower Terms and Benefits Grid

Firms must complete separate individual grids for each different proposed loan type and for each of those situations where different qualifications would yield different terms and/or benefits for a particular proposed loan type.

<table>
<thead>
<tr>
<th>Loan Type:</th>
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<tbody>
<tr>
<td>Loan Name:</td>
</tr>
<tr>
<td>Specific Qualifier(s) for loan eligibility:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Interest Rates</th>
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</thead>
<tbody>
<tr>
<td>Will loan have a fixed or floating interest rate?</td>
</tr>
<tr>
<td>If floating, periodicity of adjustment?</td>
</tr>
<tr>
<td>In-School Interest Rate (%)</td>
</tr>
<tr>
<td>Grace Period Interest Rate (%)</td>
</tr>
<tr>
<td>Length of Grace Period</td>
</tr>
<tr>
<td>Repayment Interest Rate (%)</td>
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<tr>
<td>Available length(s) of Repayment Period</td>
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<tr>
<td>Any penalty for early repayment of Loan?</td>
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<table>
<thead>
<tr>
<th>Origination Fee (%)</th>
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<tbody>
<tr>
<td>Is Origination Fee added to loan request or deducted from loan request?</td>
</tr>
<tr>
<td>Origination Fee Rebate</td>
</tr>
<tr>
<td>Timing of Origination Fee Rebate</td>
</tr>
<tr>
<td>Qualification for Origination Fee Rebate</td>
</tr>
<tr>
<td>% of students holding your loans who capture this benefit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Guarantee Fee (%)</th>
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<table>
<thead>
<tr>
<th>Repayment Fee (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is Repayment Fee based upon borrowed Principal or Principal and accumulated interest?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Auto-Debit Interest Rate Reduction (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>avg. % of students holding your loans who capture this benefit across life of loan</td>
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<table>
<thead>
<tr>
<th>Cash Back (%)</th>
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<tbody>
<tr>
<td>Timing of Cash Back</td>
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<tr>
<td>Qualification for Cash Back</td>
</tr>
<tr>
<td>% of students holding your loans who capture this benefit</td>
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<table>
<thead>
<tr>
<th>Principal Reduction (%)</th>
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<tbody>
<tr>
<td>Timing of Principal Reduction</td>
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<td>Qualification for Principal Reduction</td>
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<th>Interest Rate Reduction (%)</th>
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<td>avg. % of students holding your loans who capture this benefit across life of loan</td>
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<thead>
<tr>
<th>Interest Capitalization</th>
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<tr>
<td>Timing at which Interest is capitalized into loan?</td>
</tr>
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</table>