Request for Proposal

Virginia Computing Initiative

December 21, 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 or firms to provide the goods and services required for the University’s Virginia Computing Initiative. 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.

The University competitively awarded agreements to Dell and Apple, as part of the Desktop Computing Initiative (DCI) in 1999. DCI is a program to standardize and optimize computing hardware, software, acquisition, service and support for the University. Participation in DCI, while strongly encouraged, is not mandatory.
Approximately 20,000 desktop and laptop computers have been sold through DCI since the program’s inception in 1999.

A University-wide advisory committee specifies what models of hardware and software are offered through DCI. Staff of the University’s Department of Information Technology & Communication (ITC) engineer a pre-configured hard disk image (see Attachment 5, Software for Windows-based VCI/DCI Computers) for Dell computers, and a downloadable software bundle for Apple computers (see Attachment 6, Software for Apple-based VCI/DCI Computers). Dell loads this image on all systems sold to the University and students, while Apple buyers download and install their own software and customizations. Computers so configured are referred to as “DCI Computers”. DCI currently sells only notebook computers to students, but sells both desktop and laptop computers to University departments.

DCI uses the University’s on-Grounds computer reseller, Cavalier Computers, as its sole agent to resell DCI Computers to both departments at the University and students enrolled at the University. In addition to marketing the DCI Computers, Cavalier Computers provides on-site warranty service and maintains a parts depot. The ITC Help Desk provides support to all University DCI users, and when hardware repair is needed, places a call to Cavalier Computers.

This RFP addresses the future equivalent of DCI, which will be referred to as the University of Virginia Computing Initiative (VCI). The intent of VCI is to replace DCI with an Agreement with one or more Selected Firms, and to have VCI build on the proven strengths of DCI. The University hopes to build on the success of DCI (both from a sales and support aspect) by offering computers with and without a customized factory-installed image, by further refining the ordering process, and working with the Selected Firm(s) to enhance support, service and leasing options. User Group definitions for VCI are delineated in Attachment 7, User Group Definitions. The computer systems available to these User Groups under the Agreement(s) resulting from this RFP will be referred to
as “VCI Computers”. Participation in VCI, like its predecessor DCI, will not be mandatory, so purchase quantities cannot be guaranteed.

The University intends to establish a relationship with Selected Firm(s) to provide options for both Windows and Apple hardware and software. The Selected Firm(s) may choose to subcontract with another firm that would provide integrator services, or they may provide those services through their existing corporate structures. In either case, the Selected Firm providing hardware will manage the integration services and will serve as the primary contact with the University. Firms may submit multiple options for goods and services within single proposals. The singular use of “Selected Firm” in this RFP may apply to more than one Selected Firm if the University determines that its needs would best be met by an award to more than one firm.

The University uses an integrated suite of client-server software from Oracle for its human resources and financial applications, which is known as the Integrated System and managed by Integrated System Deployment and Support (ISDS). In addition, work is underway on replacing the mainframe-based Integrated Student Information System (ISIS) with a client-server solution from PeopleSoft. VCI Computers will be expected to operate both suites of software.

Licensing for operating systems and applications on all VCI Computers, whether for student purchase or departmental use, will be coordinated with the University to take maximum advantage of site license and volume discounts currently in place or planned for implementation. Such licensing may utilize OEM licenses, University agreements or a combination of both.

The University intends for the Selected Firm to make the best use of current transaction and delivery methods, in keeping with the highest standards of quality, in the ordering and delivery of machines. These methods may well make extensive use of web-based ordering and direct delivery to customers.
Services beyond the hardware and software provided through VCI is expected to include on-site manufacturer’s warranty service with a replacement parts inventory; a hot-spare pool for immediate replacement of VCI Computers with problems; and after-hours support to be determined jointly by the University and the Selected Firm. The University welcomes any additional suggestions from firms about how they can help VCI achieve its desired results.

Cavalier Computers is the University’s designated computer reseller and the retail center for VCI. Currently, Cavalier Computers sells and services a significant volume of computers manufactured by Apple, Dell, and Lenovo. Cavalier Computers handles a substantial portion of the direct sales business to students, faculty, staff, and departments. Cavalier Computers’ annual sales presently exceed $12 million. It operates centrally located businesses, each occupying approximately 2,500 square feet, in the University Bookstore and across from the University Medical Center. Cavalier Computers employs 15 computer sales, support, and technical professionals.

As the University’s designated computer reseller, Cavalier Computers will provide services such as: marketing of VCI Computers via direct mail and e-commerce to students, faculty, and staff for both institutional and personal use; serving as a central point of acquisition and pre- and post-sales support and service for VCI Computers; and handling the marketing, order-taking, and distribution of VCI Computers to University departments. The University desires the Selected Firm’s active engagement in optimizing the use of Cavalier Computers in VCI. Accordingly, firms should outline other potential roles for Cavalier Computers in their proposals. Each firm should describe in detail the services and/or activities it proposes to be provided by the Selected Firm, by Cavalier Computers, and by other proposed partners/subcontractors.

Payment for VCI systems will be made via institutional purchases, leasing agreements or personal funds. These transactions will be coordinated through Cavalier Computers.
The University seeks to create working relationships with the Selected Firm(s) that will help the University attain its goals as defined above. While the procurement of specific goods and services outlined in this RFP will form the basis for the University's contractual relationship with the Selected Firm(s), and while the University does not seek or intend to form a joint venture or partnership, the University encourages firms to be creative in identifying potential points of interaction that could expand and strengthen this relationship. Such interaction should include assistance in identifying strategies to plan for the migration to forthcoming new operating systems.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks experienced firms to provide goods and services in support of its Virginia Computing Initiative. The University reserves the right to award to different Selected Firms for all or part of the goods and services.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm for the Virginia Computing Initiative to include those goods and services necessary to help the University achieve its goals as outlined in this RFP (the “Goods and Services”). In order to achieve this goal the Selected Firm may be requested to provide those Goods and Services outlined in this section.

Two different University client bases may purchase VCI Computers under VCI, and these two client bases will have a choice of two different hardware and software configurations. The table in Attachment 7, User Group Definitions, describes the four User Groups comprising the two client bases. The Selected Firm will provide VCI Computers to all four User Groups.

The Selected Firm will provide the Goods and Services, which will include, but not be limited to, these components:
A. Hardware and Software

1. For each User Group, the Selected Firm will provide VCI Computers with the best value, functionality, and feature set possible, consistent with the philosophy of the VCI Program. Over time, the DCI Computer configurations have manifested this same philosophy, the current illustrations of which are provided in Attachment 8, 2007-2008 DCI Computer Configurations for Departments, and Attachment 9, 2007-2008 DCI Computer Configurations for Students. The Selected Firm will work with the University to refine similar configurations under VCI, as technology and user needs evolve.

2. Price points for VCI Computers will be negotiated between the University and the Selected Firm. Such price points will be maintained or decreased for a minimum of three months in order to facilitate University budgeting.

3. The University is interested in procuring for all User Groups a range of additional Goods and Services and/or Future Goods and Services, which may include but not be limited to peripherals, servers, printers, off-site data storage and training services.

B. Personnel

The Selected Firm will provide these “Key Personnel” who will directly interact with the University for the purposes of VCI:

1. Account Executive, with the overall responsibility for the relationship, and be responsible for ensuring that: VCI Computers are readily available; prices are adhered to; product life-cycles are communicated; regular meetings (phone, web and in-person) are held with the University; among other tasks.

2. Project Manager, responsible for ensuring that all ordering, delivery, receiving, service and support procedures are established, documented and adhered to.

3. Service Manager, responsible for ensuring that all warranty issues are dealt with promptly, spares for the University parts depot are available,
and that any questions pertaining to service or support are answered promptly.

Key Personnel are further addressed in Attachment 2, Preferred Contractual Provisions, Paragraph U, Key Personnel.

C. Service Metrics
1. The Selected Firm will assist Cavalier Computers in meeting a required metric of 95% of all VCI Computers brought in for service being repaired within two business days, tabulated monthly. The Selected Firm will establish a performance standard that will include a monetary guarantee that will be afforded the University if such metrics cannot be met.

D. Warranty
1. All computers and peripherals purchased under this Agreement will be covered by a full on-site warranty for parts and labor, starting from the actual installation date of the computer. The length of warranty will be determined by the User Group, as defined above. As noted below, accidental damage insurance for all laptop computers must be included.
2. All on-site warranty service under VCI will be performed or coordinated by Cavalier Computers. If Cavalier Computers is not currently an authorized service center for the Selected Firm, the cost of obtaining such certification must be borne by the Selected Firm. The Selected Firm will reimburse Cavalier Computers in full for materials, time and labor costs involved in warranty repairs to VCI Computers.
3. At the University, the ITC Help Desk will be the first point of contact for warranty service for VCI Computers from all User Groups. The ITC Help Desk will interface with Cavalier Computers to schedule all warranty work for VCI Computers.
E. Notebook Computer Accidental Damage Insurance
1. For every notebook VCI Computer sold under VCI to any User Group, the Selected Firm must supply coverage against accidental damage. This coverage will be for the same term as the conventional warranty, and will result in repair or replacement of the damaged unit when a valid claim is made. This coverage will be provided at no charge to the University or any individual VCI User Group member. This coverage must be through the same procedures and structures as the manufacturer’s system warranty.

F. Parts Depot
1. The Selected Firm will be required to provide to Cavalier Computers a replenishable supply of commonly-used repair parts, to be used for warranty repairs on VCI Computers. The exact make-up of this supply will be determined by the University and the Selected Firm and will be reviewed at least quarterly.

G. Delivery Logistics
1. Freight terms for all orders will be FOB destination. The Selected Firm will deliver VCI Computers as specified by Cavalier Computers.
2. The Selected Firm will offer real-time monitoring of shipments, including delivery details such as: lead times; freight carrier to be used; method of checking delivery status; procedure for damaged shipments; etc.

H. Procurement Procedures
1. Orders for VCI will occur periodically throughout the term of the Agreement. It is understood that over the term of the Agreement models/configurations will change, and the University and the Selected Firm will need to negotiate periodically on which new models/configurations will be offered as VCI Computers. New images, devised by the University, will need to be created as models/configurations change, for those User Groups utilizing a factory-installed image.
2. All orders for VCI Computers under the Agreement will be coordinated by Cavalier Computers, in consultation with University Procurement Services as necessary.

3. VCI Computers in User Group I and User Group III may be leased. Accordingly, the Selected Firm will make leasing available to the University for the purposes of VCI.

I. Software Image

1. For each VCI Computer sold to User Group I or User Group II, the Selected Firm will install a University-produced software image on the VCI Computer’s hard disk. This image will incorporate the operating system, productivity software and other applications and configurations.

2. For each model of VCI Computer sold to User Group I or User Group II, the Selected Firm will provide to the University an Evaluation Unit at no charge. This Evaluation Unit will be used to create the University software image and will remain the property of the University after the image-creation process is complete. For each separate hardware configuration sold to User Group I or User Group II, the Selected Firm will provide one complete Production Unit (with the factory-installed image) as a quality-control test bed at no charge to the University. Should testing of the complete Production Unit fail the tests noted in Attachment 10, Production Tests, the Selected Firm will correct the problem(s) and supply a replacement Production Unit at no charge to the University. The original non-functioning Production Unit will be returned to the Selected Firm at its expense.

3. It is essential that image production and testing be done in a timely and extremely responsive manner. To facilitate this, the University prefers an image production mechanism that is domestic, as opposed to off-shore.
J. Laptop Donations for Students Program
1. The Selected Firm will provide a quantity of 10 – 50 laptop VCI Computers from User Group II per year at no charge to the University, to be donated to University students with demonstrated financial need. The donated VCI Computers will be identical to those offered for sale to User Group II as defined in Attachment 7, User Group Definitions. The donated VCI Computers will be the property of the University until the student to whom they are awarded graduates, at which time ownership transfers to the individual.

K. Restoration Media
1. For each laptop and desktop VCI Computer sold, the Selected Firm will supply a software restoration CD or DVD or set of CDs or DVDs, which will easily return each system to its original condition (i.e., at the time of installation at the University). For User Group I and User Group II, this restoration media will include the University-supplied software image.

L. Hot Spare Pool
1. For each model of VCI Computer sold to User Group I and User Group II, the Selected Firm is required to supply three identical VCI Computers to Cavalier Computers’ service department, at no charge to the University. These three units will be used as hot-spare service loaners, to minimize downtime when VCI Computers sold to User Group I or User Group II need repair. These hot-spare service loan units will remain the property of the University.

M. Disposal of Old Equipment
1. The Selected Firm will provide as part of the Goods and Services a mechanism for disposal of old equipment, including destruction of sensitive data, in a manner consistent with Commonwealth of Virginia regulations and University policy.
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 Virginia Computing Initiative as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;
2. The firm's relevant experience, qualifications and success in providing the goods and services 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 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: The University reserves the right to award the Agreement for all or part of the Goods and Services to one or more firms.

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. Operations
1. Describe how the firm plans to provide the Goods and Services for the Virginia Computing Initiative which is the primary goal of this RFP.
2. Provide a plan of operation to achieve the goals and objectives set forth in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services, specifically and clearly responding to each paragraph and subparagraph in the order addressed.
3. Describe how the firm will work with the University to provide the Goods and Services for the Virginia Computing Initiative, and specifically how it will utilize, and coordinate with, Cavalier Computers.

B. Firm Information, Personnel, References
1. Provide a brief history of the firm and its experience in providing goods and services similar to those required for the Virginia Computing Initiative.
2. Provide information on those individuals assigned to work with the University including a description of their experience in providing goods and services similar to those required for the Virginia Computing Initiative.
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 the firm proposes to charge for the Goods and Services.
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 capability for accepting electronic payments through Electronic Data Interchange (EDI) or Automated Clearing House (ACH) and any additional discounts that may result from paying electronically.

Information about the Commonwealth of Virginia’s Financial Electronic Data Interchange (FEDI) program is available on this web site:
[http://www.doa.state.va.us/procedures/GeneralAccounting/EDI/edinew.htm](http://www.doa.state.va.us/procedures/GeneralAccounting/EDI/edinew.htm)

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

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

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

<table>
<thead>
<tr>
<th>Business Enterprise</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:

- Issue Date of RFP: 12/21/07
- Preproposal Conference: 01/22/08
- Deadline for Receipt of Proposals: 02/04/08
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 Tuesday, January 22, 2008 at 8:30 a.m. EST in Newcomb Hall, Commonwealth Room, Charlottesville, Virginia (map viewed at this web site: 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](mailto:pur-rfp@virginia.edu) or telephone (434-924-1346), no later than 12:00 p.m. EST on Friday, January 18, 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 Monday, February 4, 2008. Six 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 March 10, 2008 and March 11, 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 31, 2008 through April 2, 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.

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

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

L. Contractor License Requirements
State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.
License #______________ Type___________________
A copy of the license must be furnished upon request to the University or VASCUPP member institution.
Attachment 2
Preferred Contractual Provisions

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

B. Term of 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} Products/Completed Operations
- {X} Contractual {X} Independent Contractors
- {X} Personal Injury {X} Additional Insured*

The Selected Firm and any Subcontractor will maintain a minimum Limit of Liability of $1,000,000 per claim for professional errors and omissions coverage.
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.

\{X\} Any Automobile \{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."

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. Electronic Procurement Clause

The Selected Firm agrees to provide and maintain an electronic catalog in the University’s Electronic Marketplace (the “UVa Marketplace”). The Selected Firm will work with the University’s marketplace manager, Sciquest, to establish and maintain a catalog. Catalogs can be hosted in the UVa Marketplace or a punchout from the UVa Marketplace to the Selected firms website. The University requires the following from its catalog firms.

Hosted Catalog Firms will:

- Periodically update items, descriptions and pricing. Not to exceed four times per year.
- Use SciQuest functionality to identify product classifications such as hazardous materials, radioactive, controlled substances, etc.
- Address pricing discrepancies within one business day.

Punchout Catalog Firms will:

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

The Selected Firm will:

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

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

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

T. Future Goods and Services
The University reserves the right to have the Selected Firm provide additional Goods and Services under the same favored nations pricing, terms, and conditions across the Selected Firm’s product and service line. Such additional Goods and Services may include Goods and Services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at most favored nations pricing, terms, and conditions.

U. Key Personnel
The Selected Firm agrees to provide these named individuals to respectively serve as “Key Personnel”: “Account Executive”; “Project Manager”; and “Service Manager”. These Key Personnel will implement, perform, and manage provision of the Goods and Services as indicated in Section III, Scope of Goods and Services. The University must approve the appointment of the Key Personnel prior to execution of any Agreement with the Selected Firm resulting from this RFP. The Account Executive will be the University’s primary contact, although the Account Executive will be assisted by the Project Manager, Service Manager and other members of the Selected Firm’s staff in completing key activities.

In the event that one of the Key Personnel is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner as determined by the University’s Contract Administrator, the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and 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 be provided as a part of the Goods and Services.
Services at no additional charge to the University and in accordance with all terms and conditions specified in the Agreement.
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.
Attachment 4

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

Greetings:

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

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

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

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

Sincerely,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer
LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228
Attachment 5

Software for Windows-based VCI/DCI Computers

This Attachment contains the contents of the hard-disk image for Windows computers currently shipping under the DCI Program at the University. These operating systems and applications are currently installed:

Adobe Acrobat Reader 8.1
Apple QuickTime 7.3
Cisco VPN 5.00
CyberLink PowerDVD 4.011
Fookes NoteTab Light 5.5
Microsoft Internet Explorer 7.0
Microsoft Office 2007 Professional Plus
Microsoft Outlook Express 6.0.2600.1123
Microsoft Windows XP Professional with Service Pack 2
Microsoft Windows Media Player 11
Mozilla Firefox 2.00x
Roxio Sonic DVD 7.13
Oracle CorporateTime10.0.1.2
Symantec Anti-Virus 10.1.6000
UVa Home Directory Login 2.0
Van Dyke SecureCRT 5.5
Van Dyke SecureFX 4.5
Webroot Spysweeper 5.57
Also:
Network configuration customized for UVa environment.
UVa-specific bookmarks and home page are added to Internet Explorer and Firefox.
All applications and hardware devices are pre-configured so no user input is needed.
(Note that operating system, applications and configurations are subject to change.)
Attachment 6
Software for Apple-based VCI/DCI Computers

This Attachment contains the downloadable software bundle entitled “Mac Essentials” which is currently available for Apple computers under the DCI Program at the University. These applications are currently included:

- UVa Home Directory 3.2 (Universal build)
- Mozilla Firefox 2.0 (Universal build)
- RealPlayer 10
- Oracle Calendar 10.1.2.3
- Symantec AntiVirus 10.1

Additionally, the Mac Essentials bundle currently makes these configuration changes:

- Enables Firewall with Stealth mode
- Sets up Energy Saver preferences
- Sets the time server to "time.virginia.edu"
- Adds the UVa LDAP server to Address Book
- Bluetooth
  - Disables Bluetooth
  - Disables the "Discoverable" state
  - Enables "Pairing required" for devices
- Safari/Firefox
  - Sets home page to http://uva.virginia.edu
  - Disables "Open "safe" files after downloading" feature (Safari only)
  - Disables saving of passwords
  - Adds UVa bookmarks

Also:
Network configuration customized for UVa environment.
UVa-specific bookmarks and home page are added to Internet Explorer and Firefox.
All applications and hardware devices are pre-configured so no user input is needed.
(Note that operating system, applications and configurations are subject to change.)
This Attachment contains descriptions for the two client bases of User Groups in VCI (i.e., University Departments and Student/Faculty/Staff) and the two configurations available for each of those client bases:

<table>
<thead>
<tr>
<th>Group Name in This RFP</th>
<th>Client Base, Est. Annual Volume*</th>
<th>Computer Locations</th>
<th>Hardware Configuration</th>
<th>Software Configuration</th>
</tr>
</thead>
<tbody>
<tr>
<td>User Group I</td>
<td>University Departments for Use at the University, 2,000</td>
<td>On the University grounds or UVa-owned property in remote locations</td>
<td>Selected from a UVa-maintained list, very minimal customization allowed</td>
<td>Full UVa image</td>
</tr>
<tr>
<td>User Group II</td>
<td>Students, Faculty &amp; Staff for Personal Use, 1,500</td>
<td>In residence halls and off-grounds housing while enrolled at the University</td>
<td>Selected from a UVa-maintained list, very minimal customization allowed</td>
<td>Full UVa image</td>
</tr>
<tr>
<td>User Group III</td>
<td>University Departments for Use at the University, 500</td>
<td>On the University grounds or UVa-owned property in remote locations</td>
<td>Customized to user’s discretion</td>
<td>No pre-configured image, operating system only installed</td>
</tr>
<tr>
<td>User Group IV</td>
<td>Students, Faculty &amp; Staff for Personal Use, 300</td>
<td>In residence halls and off-grounds housing while enrolled at the University</td>
<td>Customized to user’s discretion</td>
<td>No pre-configured image, operating system only installed</td>
</tr>
</tbody>
</table>

User Groups I and II correspond to the existing DCI departmental and student offerings, respectively. The current DCI Computers have a full four-year warranty, and have either a UVa-specific hard disk image installed at the factory for Windows-based DCI Computers, or a downloadable UVa-specific software bundle for Apple-based DCI Computers.
User Groups III and IV are new to VCI, and will be customizable by the ordering party.

VCI Computers in User Groups III and IV will:

1. Have a user-selectable hardware configuration
2. Have a user-selectable term of warranty
3. NOT contain a UVa-specific hard disk software image
4. NOT be supplied with UVa-specific restoration media
5. NOT have replacement parts at Cavalier Computer available for warranty repairs
6. NOT have a pool of hot spare service loaners
This Attachment contains a listing of current DCI Computer configurations available to
University departments for both Windows and Apple operating systems. (VCI User Group I)

### Windows Computers

<table>
<thead>
<tr>
<th>Model</th>
<th>Dell PWS 390 Mini-Tower</th>
<th>Dell Optiplex 745</th>
<th>Dell Optiplex 745 Ultra-Small</th>
<th>Dell Latitude D630</th>
<th>Dell Latitude D430</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Processor</strong></td>
<td>Intel Core2 Duo E6600 2.40GHz, 1066MHz 4MB Cache</td>
<td>Intel Core 2 Duo E4500 2.20GHz</td>
<td>Intel Core 2 Duo E6400 2.13GHz 1066MHz 2MB Cache</td>
<td>Intel Core2 Due T7300 2.00GHz</td>
<td>Intel Core Due U7600 1.20GHz</td>
</tr>
<tr>
<td><strong>Ram</strong></td>
<td>2GB 667MHz 4x DIMMs</td>
<td>2GB non-ECC 667MHz 2x 1GB DIMMs</td>
<td>2GB 667MHz 2x DIMMs</td>
<td>2GB DDR2-667 2x DIMMs</td>
<td>2GB 2x DIMMs</td>
</tr>
<tr>
<td><strong>Hard Drive</strong></td>
<td>160GB SATA 3GB/s</td>
<td>160GB SATA</td>
<td>80GB SATA</td>
<td>80GB 7200rpm</td>
<td>80GB 4200rpm</td>
</tr>
<tr>
<td><strong>Optical Drive</strong></td>
<td>16x DVD+RW</td>
<td>16x DVD +/- RW</td>
<td>8x DVD +/- RW</td>
<td>8x DVD+/-RW Combo Drive</td>
<td>8x DVD+/-RW Combo Drive</td>
</tr>
<tr>
<td><strong>Video Card</strong></td>
<td>PCIe x16 ATI FireGL V3400 Dual DV/VI/VGA 128mb</td>
<td>PCIe x16 ATI Radeon HD2400 XT 256mb</td>
<td>Intel GMA 3000 Integrated Video</td>
<td>nVIDIA Quadro NVS 135m 128MB</td>
<td>Intel GMA 950 Integrated Video</td>
</tr>
<tr>
<td><strong>Monitor</strong></td>
<td>19&quot; UltraSharp Flat Panel</td>
<td>17&quot; Digital Flat Panel E1708FP</td>
<td>17&quot; UltraSharp Flatt Panel with stand</td>
<td>14.1&quot; WideScreen WXGA+</td>
<td>12.1&quot; WideScreen WXGA+</td>
</tr>
<tr>
<td><strong>Keyboard</strong></td>
<td>USB keyboard</td>
<td>USB keyboard</td>
<td>USB keyboard</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Mouse</strong></td>
<td>USB Optical</td>
<td>USB Optical</td>
<td>USB Mouse</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Operating System</strong></td>
<td>WinXP SP2</td>
<td>WinXP SP2</td>
<td>WinXP SP2</td>
<td>WinXP SP2</td>
<td>WinXP SP2</td>
</tr>
<tr>
<td><strong>Warranty</strong></td>
<td>4 year</td>
<td>4 Year, Keep Your Hard Drive</td>
<td>4 Year</td>
<td>4 Year w/Complete care, 1 year Battery, Keep Your Hard Drive</td>
<td>4 Year w/Complete care, 1 year Battery, Keep Your Hard Drive</td>
</tr>
</tbody>
</table>
## Apple Desktop Computers

<table>
<thead>
<tr>
<th>Model</th>
<th>Mac Pro</th>
<th>iMac 24&quot;</th>
<th>iMac 20&quot;</th>
<th>iMac 20&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>2x 2GHz Dual-Core Intel Xeon</td>
<td>Intel Core 2 Duo 2.4GHz</td>
<td>Intel Core 2 Duo 2.4GHz</td>
<td>Intel Core 2 Duo 2.00GHz</td>
</tr>
<tr>
<td></td>
<td>“Woodcrest” processors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ram</td>
<td>2GB (2x1GB) DDR2 fully buffered ECC RAM in eight FB-DIMM slots</td>
<td>2GB (2x1GB) DDR2 667</td>
<td>2GB (2x1GB) DDR2 667</td>
<td>2GB (2x1GB) DDR2 667</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>250GB 7200rpm Serial ATA 3Gb/s</td>
<td>320GB SATA</td>
<td>320GB SATA</td>
<td>250GB SATA</td>
</tr>
<tr>
<td>Optical Drive</td>
<td>16x SuperDrive</td>
<td>Slot Loading SuperDrive 8x CD/CDR/CD-RW DVD±R DL/ DVD±RW</td>
<td>Slot Loading SuperDrive 8x CD/CDR/CD-RW DVD±R DL/ DVD±RW</td>
<td>Slot Loading SuperDrive 8x CD/CDR/CD-RW DVD±R DL/ DVD±RW</td>
</tr>
<tr>
<td>Video Card</td>
<td>nVidia GeForce 7300 GT 256MB</td>
<td>ATI Radeon HD2600 Pro 256MB</td>
<td>ATI Radeon HD2600 Pro 256MB</td>
<td>ATI Radeon HD2400 XT 128MB</td>
</tr>
<tr>
<td>Monitor</td>
<td>Not Included</td>
<td>24-inch Glossy Widescreen LCD 1920x1200 resolution</td>
<td>20-inch Glossy Widescreen LCD 1680x1050 resolution</td>
<td>20-inch Glossy Widescreen LCD 1680x1050 resolution</td>
</tr>
<tr>
<td>Keyboard</td>
<td>USB Pro</td>
<td>USB Pro</td>
<td>USB Pro</td>
<td>USB Pro</td>
</tr>
<tr>
<td>Mouse</td>
<td>Mighty Mouse</td>
<td>Mighty Mouse</td>
<td>Mighty Mouse</td>
<td>Mighty Mouse</td>
</tr>
<tr>
<td>Wireless</td>
<td>N/A</td>
<td>AirPort Extreme BlueTooth 2.0</td>
<td>AirPort Extreme BlueTooth 2.0</td>
<td>AirPort Extreme BlueTooth 2.0</td>
</tr>
<tr>
<td>Operating System</td>
<td>OSX v10.4</td>
<td>OSX v10.4</td>
<td>OSX v10.4</td>
<td>OSX v10.4</td>
</tr>
<tr>
<td>Productivity Suite</td>
<td>Office 2004 Select License + Media</td>
<td>Office 2004 Select License + Media</td>
<td>Office 2004 Select License + Media</td>
<td>Office 2004 Select License + Media</td>
</tr>
<tr>
<td>Warranty</td>
<td>4 year</td>
<td>4 Year AppleCare Protection Plan for eMac/iMac - Auto Enroll</td>
<td>4 Year AppleCare Protection Plan for eMac/iMac - Auto Enroll</td>
<td>4 Year AppleCare Protection Plan for eMac/iMac - Auto Enroll</td>
</tr>
</tbody>
</table>
# Apple Notebook Computers

<table>
<thead>
<tr>
<th>Model</th>
<th>MacBook Pro 17</th>
<th>MacBook Pro 15</th>
<th>MacBook Black</th>
<th>MacBook White</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>Intel Core2 Duo 2.40GHz</td>
<td>Intel Core2 Duo 2.20GHz</td>
<td>Intel Core2 Duo 2.16GHz</td>
<td>Intel Core2 Duo 2.00GHz</td>
</tr>
<tr>
<td>Ram</td>
<td>2GB DDR2 667 (2x1GB)</td>
<td>2GB DDR2 667 (2x1GB)</td>
<td>1GB DDR2 667 2x 512MB</td>
<td>1GB DDR2 667 2x 512MB</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>160GB Serial ATA Drive</td>
<td>120GB Serial ATA Drive</td>
<td>120GB 5400rpm Serial ATA Drive</td>
<td>60GB 5400rpm Serial ATA Drive</td>
</tr>
<tr>
<td>Video Card</td>
<td>ATI Mobility Radeon X1600 128MB GDDR3</td>
<td>ATI Mobility Radeon X1600 128MB GDDR3</td>
<td>Intel GMA 950 64mb DDR2 shared with main memory</td>
<td>Intel GMA 950 64mb DDR2 shared with main memory</td>
</tr>
<tr>
<td>Monitor</td>
<td>TFT LCD 17&quot;</td>
<td>TFT LCD 15.4&quot;</td>
<td>TFT LCD 13.3&quot;</td>
<td>TFT LCD 13.3&quot;</td>
</tr>
<tr>
<td>Keyboard</td>
<td>Backlit Notebook</td>
<td>Backlit Notebook</td>
<td>Notebook</td>
<td>Notebook</td>
</tr>
<tr>
<td>Mouse</td>
<td>Track Pad</td>
<td>Track Pad</td>
<td>Track Pad</td>
<td>Track Pad</td>
</tr>
<tr>
<td>Wireless</td>
<td>AirPort Extreme BlueTooth 2.0</td>
<td>AirPort Extreme BlueTooth 2.0</td>
<td>AirPort Extreme BlueTooth 2.0</td>
<td>AirPort Extreme BlueTooth 2.0</td>
</tr>
<tr>
<td>Operating System</td>
<td>OSX v10.4</td>
<td>OSX v10.4</td>
<td>OSX v10.4</td>
<td>OSX v10.4</td>
</tr>
<tr>
<td>Productivity Suite</td>
<td>Office 2004 Select License + Media</td>
<td>Office 2004 Select License + Media</td>
<td>Office 2004 Select License + Media</td>
<td>Office 2004 Select License + Media</td>
</tr>
<tr>
<td>Warranty</td>
<td>4 Year 1 year battery</td>
<td>4 Year 1 year battery</td>
<td>4 Year 1 year battery</td>
<td>4 Year 1 year battery</td>
</tr>
</tbody>
</table>
Attachment 9

2007-2008 DCI Computer Configurations for Students

This Attachment contains a listing of current DCI Computer configurations available to Students for both Windows and Apple operating systems. (VCI User Group II)

<table>
<thead>
<tr>
<th>Windows Computers</th>
<th>Apple Computers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell Latitude D830EP</td>
<td>DCI Apple MacBook Pro 15</td>
</tr>
<tr>
<td>2.33GHz Intel Core2 Duo</td>
<td>2.20GHz Intel Core2 Duo</td>
</tr>
<tr>
<td>2.0GB RAM</td>
<td>2.0GB RAM</td>
</tr>
<tr>
<td>160GB Hard Drive</td>
<td>160GB Hard Drive</td>
</tr>
<tr>
<td>512MB Video with 15.4&quot; Screen</td>
<td>128MB Video with 15.4&quot; Screen</td>
</tr>
<tr>
<td>4-Year CompleteCare</td>
<td>4-Year AppleCare (DCI Exclusive)</td>
</tr>
<tr>
<td>Dell Latitude D830</td>
<td>DCI Apple MacBook - White</td>
</tr>
<tr>
<td>2.00GHz Intel Core2 Duo</td>
<td>2.16GHz Intel Core2 Duo</td>
</tr>
<tr>
<td>2.0GB RAM</td>
<td>2.0GB RAM</td>
</tr>
<tr>
<td>120GB Hard Drive</td>
<td>160GB Hard Drive</td>
</tr>
<tr>
<td>256MB Video with 15.4&quot; Screen</td>
<td>Integrated Video 64MB with 13.3&quot; Screen</td>
</tr>
<tr>
<td>4-Year CompleteCare</td>
<td>4-Year AppleCare (DCI Exclusive)</td>
</tr>
<tr>
<td>Dell Latitude D620EP</td>
<td>DCI Apple MacBook - Black</td>
</tr>
<tr>
<td>2.00GHz Intel Core2 Duo</td>
<td>2.16GHz Intel Core2 Duo</td>
</tr>
<tr>
<td>2.0GB RAM</td>
<td>2.0GB RAM</td>
</tr>
<tr>
<td>120GB Hard Drive</td>
<td>160GB Hard Drive</td>
</tr>
<tr>
<td>256MB Video with 14.1&quot; Screen</td>
<td>Integrated Video 64MB with 13.3&quot; Screen</td>
</tr>
<tr>
<td>4-Year CompleteCare</td>
<td>4-Year AppleCare (DCI Exclusive)</td>
</tr>
<tr>
<td>Dell Latitude D620</td>
<td></td>
</tr>
<tr>
<td>1.83 GHz Intel Core2 Duo</td>
<td></td>
</tr>
<tr>
<td>2.0GB RAM</td>
<td></td>
</tr>
<tr>
<td>80GB Hard Drive</td>
<td></td>
</tr>
<tr>
<td>Shared Video Ram with 14.1&quot; Screen</td>
<td></td>
</tr>
<tr>
<td>4-Year CompleteCare</td>
<td></td>
</tr>
</tbody>
</table>

Accessory bundle for all student DCI Computers includes:

- Surge Suppressor
- 40-foot Ethernet cable
- Ream of paper
- Security lockdown kit
- Nylon carrying case
Attachment 10
Production Tests

This Attachment contains the Production Unit testing regimen for VCI Computers with a UVa Image

- On first boot, Windows computers must not issue any prompt to users other than a single reboot.

- On first boot, Windows computers must boot in the same amount of time as all subsequent boots (i.e. not longer).

- On first boot, Windows computers must not issue any hardware detection notifications that require user input.

- All desktop icons and Start Menu/Finder icons must be in the same position as the Evaluation Unit.

- All programs must function as they did when the Evaluation Unit was completed.

- All accessories, discs, software, manuals and other items must be the same as the Evaluation Unit.

- The event logs must be blank.

- The unique computer name must be set to the serial number of the computer.

- No printers must be configured or installed, other than those that would normally be installed with an OEM installation of the operating system.

- The asset tag must have correct text and be properly placed.