5.9 GHz Dedicated Short Range Communication
Vehicle Based Road and Weather Condition
Application

RFP# MW10012B
October 1, 2012

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

A VASCUPP Member Institution
### I. GENERAL INFORMATION

**Request for Proposal (RFP) Description:** The University seeks a qualified organization to investigate a 5.9 GHz Dedicated Short Range Communication (DSRC) Vehicle Based Road and Weather Condition Application.

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

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

**RFP Schedule:**

- **Preproposal Questions:** Any questions or necessary additional information concerning this RFP must be sent to the buyer listed below no later than 1:00 p.m. EDT on Tuesday, October 9, 2012 in order to guarantee a timely response prior to the proposal due date.

- **Proposal Due Date:** 3:00 p.m. EDT on Friday, October 26, 2012. Proposals must be sent to the buyer via email using the contact information in the box below. The University of Virginia (the “University”) reserves the right to reject proposals received after the stated due date and time.

- **Negotiations:** Negotiations will most likely be done through negotiation questions sent to the appropriate firms. If negotiations are required via a conference call, the tentative schedule is the week of November 12, 2012.

- **Expected Award Date:** January 18, 2013

**Term of Agreement:** The term of any resulting Agreement is expected to be for nine months.
II. BACKGROUND INFORMATION

Cooperative Transportation Systems Pooled Fund Study
The project detailed in this RFP is intended to investigate 5.9 GHz DSRC Vehicle Based Road and Weather Condition Application as part of the Pooled Fund Study entitled “Program to Support the Development and Deployment of Infrastructure Cooperative Transportation Systems Applications.” This pooled fund study was created by a group of state and local transportation agencies and the Federal Highway Administration (FHWA), with the Virginia Department of Transportation (VDOT) serving as the lead agency. The University of Virginia Center for Transportation Studies is supporting VDOT on the pooled fund study, serving as the technical and administrative lead for the effort. For more information about the pooled fund study, please see [http://cts.virginia.edu/IntelliDrive.html](http://cts.virginia.edu/IntelliDrive.html).

Project Background
The FHWA’s Road Weather Management Program, in cooperation with the Intelligent Transportation Systems Joint Program Office, established the Clarus initiative in 2004 “to reduce the impact of adverse weather conditions on surface transportation users (USDOT RITA Website at [http://www.its.dot.gov/clarus/index.htm](http://www.its.dot.gov/clarus/index.htm)).” The goal of the Clarus initiative is to alleviate the effects of adverse weather conditions by reducing associated transportation related accidents, injuries, fatalities and delays by creating an integrated surface weather observing, forecasting and data management system. The initiative focuses on developing a robust data
assimilation, quality checking, and data dissemination system that can provide near real time atmospheric and pavement observations from a state’s road weather information systems (RWIS), environmental sensor stations (ESS) and mobile data.

Recognizing that more detailed vehicle based data can be more easily collected under the connected vehicle environment, it is necessary to investigate how the mobile source data for the Clarus system can be enhanced. With this background, it is the intent of the Cooperative Transportation Systems Pooled Fund Study (CTS PFS) effort to develop a deployable 5.9 GHz dedicated short range communication (DSRC) application to address and supplement the mobile data aspect of the Clarus initiative.

### III. SCOPE OF SERVICES

The University seeks a qualified organization (the “Selected Firm”) to investigate a 5.9 GHz DSRC Vehicle Based Road and Weather Condition Application (the “Services”).

**A. Goal**

The goal of this project is to develop and test maintenance and highway emergency local patrol (HELP) vehicles based 5.9 GHz dedicated short range communication applications for road and weather condition data for the Clarus system. The application will be capable of 1) obtaining certain data, including data from the J1939 databus and various peripheral devices, from maintenance vehicles; 2) transmitting this data to a compliant 5.9 GHz DSRC roadside equipment (RSE); 3) sending the data from RSEs to a center server; and 4) finally converting and feeding data to the Clarus system for use in determining and/or predicting road and weather conditions. It is envisioned that this application will be used by agency maintenance vehicles of the members of the CTS PFS along connected vehicle test beds.

**B. Tasks**

This CTS PFS project requires the Selected Firm to perform the following tasks:

- Task 1. Requirements Development
- Task 2. Concept of Operations
- Task 3. Application Development
- Task 4. Application Installation and Testing

1. Requirements Development

   a. The Selected Firm will develop a Requirements document for defining the message sets for various maintenance vehicles used as dynamic sensors collecting Clarus related data. The selected firm will review all available
documents related to vehicle based data collection for the Clarus initiative. In addition, the data requirement list prepared for Minnesota and Nevada in the Integrating Mobile Observations project pursued by the FHWA’s Road Weather Management Program will be reviewed. The Selected Firm will develop a list of road weather parameters and the source of the related data that will be included in the application developed for this project for generating the Clarus vehicle message set. The requirements documentation will include discussion of a) which data elements are commonly available from the vehicle CAN bus and/or other existing sensors; and 2) which data elements require additional equipment including the type and cost of the additional equipment.

b. The requirements developed will be specific to the following manufacturers and models or equivalent:
   - 2010 or newer Mack Large Dump Class A (plow truck)
   - 2010 or newer International Large Dump Class A (plow truck)
   - 2011 Ford F350 162” WB 60” CA (HELP vehicle)

2. Concept of Operations
The Selected Firm will prepare a Concept of Operations (ConOps) for the application that creates various road weather data from maintenance vehicles, transmits the message set to roadside devices utilizing 5.9 GHz DSRC technology, sends the data from RSE to a center; and finally converts and feeds data to the Clarus system. Note that the intention of Task 2 is not developing a whole new ConOps. Rather, the purpose of Task 2 is to prepare a ConOps, customized for the application in this project, by modifying the existing ConOps developed for the Clarus initiative and under the Integrating Mobile Observations project. The ConOps will be consistent and compatible with the existing standards, specifications and requirements of the USDOT’s Connected Vehicle Program.

3. Application Development
a. The Selected Firm will develop a 5.9 GHz DSRC vehicle based application for the Clarus vehicle message set defined under Task 1 in conformance with the Concept of Operations developed in Task 2.

b. The applications and all related aspects will be compliant with the standards, specifications and requirements of USDOT’s Connected Vehicle Program including the ongoing Safety Pilot Program. In addition, the application developed will be compatible with and capable of operating with the 5.9 GHz DSRC roadside equipment and aftermarket on board safety devices as defined, specified and certified for the Safety Pilot
Qualified Products List (QPL) prepared by the USDOT (For more details, see [http://www.its.dot.gov/safety_pilot/index.htm](http://www.its.dot.gov/safety_pilot/index.htm)).

4. Application Installation and Testing
   a. The Selected Firm will first procure at least two Road Side Equipments (RSEs) and six On Board Equipments (OBEs). Then the Selected Firm will install the Clarus vehicle message set application developed under Task 3 in the purchased RSEs and OBEs and finally conduct testing of this application in the NYSDOT I-495 & NYSTA I-87 CVII Test Beds.
   b. The Selected Firm will first develop a Test Plan for review and approval before initiating any formal testing. The Test Plan will define the type of testing, location and duration of each test with the goal of ensuring long term, consistent and accurate reporting from maintenance vehicles of the Clarus road weather message set utilizing a compliant 5.9 GHz DSRC system. Upon approval of the Test Plan, the Contract will conduct testing of the developed application and report the results and findings from testing.

IV. CONTENTS OF THE PROPOSAL

Proposals are to provide a concise description of the firm’s research plan and capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content. The proposal should be kept to 20 pages or less not including a title page and qualifications of project participants. Firms will provide the following information:

A. A detailed description and the full plan, to include a timeline, to accomplish the Services proposed.

B. A brief history of the firm and its experience, qualifications and success in providing the type of service requested.

C. The firm’s proposed price / fee for providing the Services.

D. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement. For more information about SWAM and the University’s SWAM plan, please refer to this site: [www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf](http://www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf). Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.
NOTE: Virginia Freedom of Information Act
Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

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

A. The firm’s technical plan to provide the University with the products as described in the Scope of Services section;

B. The firm’s experience in providing Services similar to those described in this RFP;

C. The firm’s price/fee for providing the Services;

D. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses. Note: A 10% minimum weight will be given to this criterion in evaluating proposals.
Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. All proposals received will be carefully evaluated by the University. The University then intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

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

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP. Firms should also note that, as described within, certain matters will automatically be deemed part of the proposal.

**VI. TERMS AND CONDITIONS**

This solicitation and any subsequent award are subject to:

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

B. The University’s Preferred Contractual Provisions, Attachment 2.
   Unless a firm expressly and specifically states its exception to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be
C. The University's Procedure for Resolution of Contractual Claims

D. The Selected Firm registering as a vendor with the University of Virginia.
   [https://www.procurement.virginia.edu/pagevendorregistrationform]

E. The Selected Firm(s) will enroll in one of the University approved methods for receipt of
   electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s
   (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of
   electronic payment. Prior to contract award, the Selected Firm will be required to contact
   University Procurement and Supplier Diversity Services’ Payment Processor Specialist
   group to set up its preferred method of receiving electronic payments [Phone:
   (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

F. The Selected Firm registering and accepting eVA Terms and Conditions prior to award.
   [http://www.eva.virginia.gov/]
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 and Supplier Diversity Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

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

If to the University:
Eric N. Denby
Director of Procurement and Supplier Diversity Services
Carruthers Hall
F. Independent Selected Firm
The Selected Firm is not an employee of the University, but is engaged as an independent Selected Firm. 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 subSelected Firm 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 and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

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

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

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

L. Selected Firm 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 Selected Firm 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.

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

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

D. Indemnification
The Selected Firm 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 subSelected Firms, 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.

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

F. 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.
G. 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.

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

I. 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.

Commercial General Liability:
The Selected Firm and any Subcontractor Firm will maintain a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence, with coverage for: premises/operations and products/completed operations.

Automobile Insurance:
The Selected Firm and any Subcontractor Firm will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per accident, with coverage for: owned, hired, and non-owned automobiles operated by their employees.

Additional Insured:
The University will be named as an Additional Insured on the Cyber Risk Insurance, and the proper name is: "The Commonwealth of Virginia and the Rector and Visitors of the University of Virginia, its officers, employees and agents."
J. Use of Agreement by Third Parties
It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

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

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

K. 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.

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

M. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: [https://vascupp.org/hem.pdf](https://vascupp.org/hem.pdf)

N. 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:

Lorie Strother  
SWAM Contract Administrator  
Procurement and Supplier Diversity Services  
E-mail: ljs8n@virginia.edu

The quarterly SWAM business reports will contain this information:

- SWAM firm’s name, address and phone number with which the Selected Firm 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 9, G. 4 of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

O. 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 the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

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

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

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

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

S. 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 Selected Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

Selected Vendor 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 this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Selected Vendor 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 subcontractor Firms.

T. Agreement Signature
Any resulting agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.