Special Collections Library Freestanding Display Case Fabrication and Installation
Request for Proposal #LP013004
January 30, 2004

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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. It is the firm’s responsibility to ensure that the entire RFP and related links, in its latest version, is reviewed prior to submittal of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. To receive a hard copy of the RFP or addenda, please contact Becky Sims, Contracts Administrator, at (434) 924.1346 or email [pur-rfp@virginia.edu]. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement Services web site: http://www.virginia.edu/procurement/

I. Overview of the RFP Process
The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks an experienced firm(s) to fabricate and install freestanding display cases for its new special collections library, which will be known as the “Mary and David Harrison Institute for American History, Literature, and Culture” and the “Albert and Shirley Small Special Collections Library” (Library). 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(s) selected to provide services for the University is referred to as the "Selected Firm(s)." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm(s) may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm(s).
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 23,500 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 12,000 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’s special collections are among the foremost special collections in the world and are valued in excess of $300 million. They are currently housed in Alderman
Library and consist of nearly 300,000 rare books and 12 million manuscripts, which chronicle the American experience and imagination from the discovery of the New World to modern times. Additionally, there are over 2.5 million items in the University Archives and other materials such as maps, posters, broadsides and music scores. Exhibitions featuring a rotating selection of these materials are installed in display cases in the McGregor Room on the second floor of Alderman Library. The current special collections space is inadequate for the collections in size and environmental conditions. These conditions are detrimental to the protection, preservation, and exhibiting of these valuable rare materials and every new acquisition poses added problems for storage, care, and preservation.

The new Library, composed of 72,724 square feet is currently under construction and is expected to be completed in March 2004. The display cases and exhibits must be in place by the beginning of the fall semester, mid to late August 2004. The new building is being constructed on four levels with the greater portion on two levels (57,244 square feet) below ground and two levels plus an attic (15,480 square feet) above ground replacing the former Miller Hall, which was demolished as part of this project. The architecture of the new building will reflect the grace of Thomas Jefferson designed buildings nearby and will accent the dignity of Alderman Library. The building will provide proper climate-controlled conditions for rare books and manuscripts, incorporate the evolving information technologies, and provide space for research, teaching, and first-rate exhibitions.

The entry level (first floor above ground) will contain a spacious exhibition gallery (38.5 x 38.5 ft.) that will highlight select portions of the University’s special collections through a program of changing exhibition that will attract and interest students, faculty, staff, and the general public. There will be a room dedicated to archaeological discoveries at Flowerdew Hundred, a microcosm of Virginia history from before the Colonists through the Civil War. The upper level will contain seminar and private study rooms that will provide vital meeting, conference, and research study suites for University students, faculty, and visiting scholars.
The first level below ground will provide space for a permanent exhibition of documents related to the Declaration of Independence and its signers, including one of 25 known remaining copies of the famous Dunlap printing. There will also be an auditorium that will provide multipurpose space to host conferences, sponsor University functions, and host lectures by University and visiting scholars. This level will contain a new Reference Room and Main Reading Room with vaulted ceilings and skylights. A Treasure Room will highlight the most valuable and prominent rare books and manuscripts and provide an opportunity for intimate viewing of these materials by small groups. The second level below ground will be the main repository for the University’s special collections. There will be space for an estimated 68,306 lineal feet of shelving that will eliminate the overcrowding being experienced in Alderman Library and allow for decades of growth.

The investment in an expanded and improved new facility for the collections will enable their continued growth, increase the expected life of the collections through greatly improved climate controls and security, and increase access to and knowledge of the collections through programs and exhibitions.

In support of these objectives, the University seeks an experienced firm(s) to fabricate and install freestanding display cases as outlined in this RFP and its attachments.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm(s) for the fabrication and installation of freestanding display cases to include those goods and services necessary to help the University achieve its goals as outlined in this RFP. In order to achieve this goal the Selected Firm(s) may be requested to provide those goods and services outlined in this section.

A. Display case fabrication and installation requirements:

1. Work with the Library and display case designer, Riggs Ward Design (“Designer”), to ensure that display cases are fabricated to meet the Library’s requirements.
2. Fabricate and install freestanding display cases for the following areas:

a. Exhibition Gallery (entry level, first floor above ground)
The exhibition gallery is a large room (1500 sq. ft) with a prominent location near the entrance of the Harrison Institute. The gallery is intended to house changing exhibitions (two to four per year) on a variety of topics, including history, literature, art, current events, etc. Display items often would come from Special Collections (mostly books, manuscripts, documentary artifacts), but also could include three-dimensional artifacts, artwork, and other items on loan. The gallery and its cases will also be able to accommodate traveling exhibitions.

b. Declaration of Independence Room (first floor below ground) - The Declaration of Independence Room, which measures approximately 16’ x 18’, is located on the top floor of the Albert and Shirley Small Special Collections Library, which is one floor below the entry level of the Harrison Institute. The changing exhibits in this room will focus on the Declaration of Independence collection given to the Library by Albert H. Small, after whom the library is named. Mr. Small’s collection is one of the finest Declaration collections and includes many American treasures, such as a Dunlap printing of the Declaration, Marquis de Lafayette’s copy of the Stone engraving of the Declaration, and manuscript items from all of the signers of the Declaration. Manuscript and printed documentary materials will constitute the majority of the items on display. Other items will include several large framed versions of the Declaration and portraits of the signers. In addition to the three built-in wall cases, which are the responsibility of the general contractor, one freestanding kiosk will be needed. The design of this case will coordinate with the décor of the room, which features stained wood wainscoting, sculpted
wood friezes, and linen display walls, as developed by the architect in consultation with the donor.

c. Entrance Foyer (entry level) –
The entry foyer is the entry-level lobby of the Harrison Institute. Just past the entry vestibule, it is a space measuring approximately 20’ x 10’. As visitors enter the foyer, they face the grand staircase and window, with the exhibition gallery immediately to the right. This space will welcome visitors to the Harrison Institute and convey the significance of the collections housed here. Two freestanding display cases are envisioned for this space - on either side of the visitors as they first step into the foyer. The cases are intended to draw visitors into the building by showcasing changing highlights of the collections and communicating the types of artifacts held in the Special Collections Library. Security, durability, and ability to maintain a stable internal environment are priorities for these two cases due to the proximity of these cases to the entrance/exit and the environment outside the building.

The look of the display cases will be in keeping with the design of the building, its interiors, and the respective room for the display cases. The display case designer will work with the interior designer to achieve a consistent look throughout the exhibition spaces and furnishings.

The cases will be designed to last a minimum of 30-40 years. In order to support the functions of the Exhibition Gallery, Declaration of Independence Room and Entrance Foyer the display cases for each space will be:

- Durable - able to withstand years of use, handling and moving;
- Secure - due to the nature of each area’s artifacts, books, and other items on display as well as the Exhibition Gallery’s and Entrance foyer’s close proximity to the main entrance/exit;
> Easy to open/close - allows one person to open/close cases safely for quick, efficient installation and changes;
> Practical to move around - different cases may be used in different configurations for each exhibition and cases may be moved for special events; and
> Flexible – the design of cases will accommodate a wide range of artifacts of different sizes, shapes, and materials.

Cases will be composed of two separate parts: the object chamber and the chamber support. The object chamber is the “display” component of the case. The object chamber must provide temperature, humidity, UV filtration and pollutant control. The chamber support is the “furniture” component of the case that physically supports the object chamber and will be designed to complement the architectural details of the exhibition gallery and meet the specifications provided by the interior designer or architect.

Shop Drawings will indicate overall dimensions, construction characteristics, operable hardware information and color selection for glass holding rails.

All openings and dimensions will be field verified prior to fabrication in order to ensure egress of all fabricated components through all passageways, elevators and doorways.
Installation, training, and a minimum one-year warranty will be included. A complete set of as-built drawings, service and maintenance manuals will be provided upon completion of installation.

3. Fabricate and install display cases in accordance with the following specifications:
   a. Case Construction and Materials - The display cases will meet the standards outlined in ANSI/NISO Z39.792001—Environmental
Conditions for Exhibiting Library and Archival Materials, particularly the items specified in this document link: 

Materials used to construct the object chamber and supports for displaying items within the chamber will be chemically stable and physically non-damaging to displayed items. (refer to section 6.3 in ANSI/NISO Z39.79-2001) All materials that do not meet preservation standards must be separated from the object chamber. Materials listed in Appendix B-1 in the above ANSI link used in the construction of exhibition cases are generally recognized to be safe and can be assumed to meet the standard. Materials listed in Appendix B-2 in the above ANSI link are generally recognized not to be safe and can be assumed not to meet the standard. If wood is used in the construction of exhibit cases, it will not be part of the object chamber surrounding the displayed item. (see ANSI/NISO Z39.79-2001 Appendix B-1 and B-2) Adequate time will be allowed for curing and drying of construction materials prior to installation. Materials will be dry and odor free.

b. Object Chamber Environment - Cases will be designed and constructed to minimize air infiltration and to provide a physically secure environment that meets the levels for relative humidity, temperature, light, and pollutants established by this standard. The object chamber will be constructed of component materials that meet the criteria established by this standard. The object chamber will be isolated from mechanical systems and any materials not meeting this standard. The object chamber will be designed so that environmental control systems and monitoring/recording devices can be introduced, if necessary, to achieve desired conditions.

Cases will be airtight but not hermetically sealed, allowing for approximately one air exchange per day. Cases will be outfitted
with high-quality, long-life compression seals or gaskets that are easily replaceable, if necessary. Cases will include storage compartments with interface to the display area to house materials for pollutant and humidity control. The case will be vented through this compartment. The compartment will be accessible without opening or disturbing the object chamber. Light intensity provided by any built-in lights will be between five and ten foot-candles. Any built-in light equipment will emit no more than 75 microwatts of UV light per lumen at 10 to 100 lux.

The relative humidity in the object chamber will be maintained at 35% plus or minus 5%. The temperature in the object chamber will not exceed 72°F.

c. Mechanical and Electrical Components - Mechanical and electrical components will be exterior to the object chamber. Case design will take into account risks associated with the possible failure of mechanical and electrical systems. Exhibited items will be protected from heat generated by light sources and associated electric systems. Cases will be equipped with fiber optic lighting. The lighting source will be located in a ventilated space isolated from the object chamber and will be designed so that the lighting component of this standard can be achieved. Sufficient ventilation and/or cooling fans will be incorporated as necessary to prevent temperatures inside the display case from reaching the maximum as outlined by the standard. The top of the light box will be constructed so that there is sufficient ventilation without upward light leakage. The fiber optic lighting for cases will be contained in an upper light unit separate from object chamber. Lamps will automatically shut down in case of ventilation fan failure. The light box will be modular so that lamp
replacement can take place offsite, not necessarily at display case, and the malfunctioning unit can simply be swapped for a replacement. The light box will be accessible for service, bulb replacement, etc. without opening the object chamber. Fiber optic light sources will be recessed into ceiling of display case and will not be visible when standing in front of case. Lighting spots within the case will have the ability to swivel in order to direct light within the case. The functioning of lighting and ventilation systems must be inaudible to visitors.

d. Display Area - Tempered glass with UV protection, such as a clear white (no green tint) laminated safety glass, will be used for clear display surfaces. Provide information on non-reflective glass options.

Glass display areas will be frameless – construction of edges will be glass-to-glass with no frames or mullions, yet very strong. Edges of the glass will be precision-ground and polished.

Tall cases will be equipped with a removable, adjustable shelving system using glass shelves. The system will accommodate single to multiple shelves of various sizes at different heights. This system will be composed of slim, unobtrusive metal rods that hang from a recessed track in the upper frame of the display case. Shelf support rods will be made of precision-ground and polished stainless steel rods that can be located at any point along the track to support single or multiple shelves of various sizes (full or partial length/width of case) in different configurations. Accessories such as the glass shelves or steel rods will be easily reordered or fabricated. An equivalent system that functions as described above will be considered.
The back panel of tall cases will be equipped with fabric-covered display panels onto which graphics, labels, and exhibit items can be mounted or tall cases can be three-sided with a fabric-covered, non-glass back. The Library and Designer will need to approve fabric prior to installation in the cases. There will be a fabric-covered display deck at the bottom of all cases. The display deck for table cases will be a removable angled wedge with a flat deck underneath. Fabric for back panels and display decks will meet the standards for use with archival materials (see Appendix B-1 and B-2 in the above ANSI link). Fabric covering will be changeable. Color will be decided in consultation with the Library and Designer.

e. Security - Cases will be equipped with locks and alarms that are concealed. Fire resistant or nonflammable materials will be used in the construction of exhibit cases. Display materials in direct contact or close proximity to exhibited items will not be treated with fire retardant chemicals that are potentially corrosive.

Cases will be designed to prevent or minimize water damage from sources such as sprinklers or leaks.

Display case designer and fabricator will have the ability to work with the Library’s security vendor, installing necessary equipment (provided by security vendor) within the display case per the vendor’s specifications and keeping these items concealed.

f. Shock/Inertia Sensors - The Wall Mounted Shock Detector will employ a piezo beam sensor monitored by an on board microprocessor with adjustable sensitivity. The sensor cover will be provided with a tamper switch and a latching LED to indicate activation. The sensor operating voltage will be 12 VDC plus or minus 3 VDC with a maximum current draw of 14mA in the alarm
condition. The Surface Mounted Safe Shock Detector will employ a piezo beam sensor monitored by an on board microprocessor with adjustable sensitivity. The sensor cover will be provided a radius of 10 feet. The alarm contacts will be rated for .5 A at 30 VDC. Detectors will be installed in strict conformance with manufacturer’s installation instructions and the contract documents. Detectors will be adjustable to detect single and multiple shocks within the protected area. The Shock Sensor will be a Viper Plus, manufactured by IEI, or equivalent.

g. Acoustic and Seismic Glass Break Detector - Acoustic Glass Breakage Detector will employ either digital signal processing or dual acoustic processing technologies to verify alarm signals. The detector will be rated for a range of no less than 25 feet (7.62 meters) from the detector to the furthest point of the protected glass. Detectors will be installed in strict conformance with manufacture’s installation instructions. Detectors will detect single and multi-pane glass, wired glass, tempered and laminated glass to 1/4-inch (6 mm) thickness. The detector will operate on approximately 12 VDC @ 25 mA typical ± 10 % and provide a Form C alarm relay output rated at a minimum of 25 VDC @ 125 mA. Additional required features will include; Test and alarm LEDs for acoustic seismic and alarm condition latching Alarm LED, tamper switch on cover (25 vdc @ 25 mA, and immunity to mobile RF interference (100 watts @ 3 meters in 27-100 MHz range). The glass breakage sensor will be powered via the access control panel (ACP) alarm auxiliary power supply. The detector’s power circuit will be switched via an output relay on the ACP to provide latching alarm LED reset. A glass break sensor test unit of the type recommended by the detector manufacturer will be supplied to the Library.
h. Wireless Alarm Sub-System - Sixteen channel wireless alarm receivers will be installed at the locations described in the contract documents. The Alarm Receiver/Controller will be capable of receiving signals from up to 64 fully supervised wireless Alarm Transmitters utilizing 900 MHz Spread Spectrum Transmissions Techniques and zoned to any of the receivers 16 Form C relay outputs. The wireless Alarm Receiver will contain 17 Form C relays on board, each rated at 2 AMPS, 28 Volts (Resistive), or 2 AMPS 120 VAC. The wireless receivers will be wired to 17 assigned supervised inputs on an ACP. The seventeenth relay output will report global trouble for receiver. The wireless alarm receiver will be powered from the Security Back-up Power Supplies located adjacent to ACP installation. If adequate power is not available from the ACP Power Supplies the wireless receiver will be powered from a DC power supply with an 8-hour battery back up. Maximum current consumption of the wireless receiver will be 970 milliamps. The wireless receiver will be housed in a plastic housing with a hinged door. The housing will measure 11 inches x 8 inches x 1.75 inches the wireless alarm receiver will incorporate LED Displays to indicate the status of each transmitter. The units are to be mounted 54 inches above finished floor unless noted otherwise.

i. Wireless Receiver Operation - By default, a global fault output will activate upon recognition of a trouble condition. Tamper and low battery signal will cause the global fault output to latch. Inactive conditions will follow the current state of the transmitter. A point is declared inactive when:

- The receiver looks for at least one supervisory transmission from each supervisor transmitter during the period of time programmed as the supervisory window.
• The first time the receiver gets a supervisory signal from a transmitter within a window, it considers the transmitter active for the remainder of the window if it fails to get another signal in the following supervisory window, it declares the point inactive at the end of that window.

• The actual time between a transmitter inactive and being reported inactive will range from slightly more than the supervisory window value to slightly less than twice the window period.

• The wireless transmitters will be capable of monitoring normally closed alarm devices using an end-of-line (EOL) resistor to provide supervisory.

j. Wireless Alarm Transmitter - The Selected Firms will provide 36 wireless Alarm Transmitters type and application to be determined by the Library. An internal 3.0V lithium battery with an exposed life of 5 years will power each wireless Alarm Transmitter. Wireless Alarm Transmitters will be fully supervised and allow programming to define check-in at 60 seconds or 5-minute intervals. Alarm Transmitter Housing will be off limit.

k. Wireless Alarm Programmer - Selected Firms will provide a hand held portable wireless Alarm System Programmer. The Programmer will be fully compatible with the wireless transmitters and receivers provided. The programmer will be capable of diagnosing receivers and determine signal margin and signal lower for all points. The programmer will provide the capability to zone receiver outputs for alarm assignment, low battery, tamper and/or point missing information. In the point status mode the programmer will be capable of measuring signal level and signal margin of each transmitter being monitored.

l. Magnetic Contacts - The door contact will contain a hermetically sealed magnetic reed switch. The reed will be potted in the contact
housing with a polyurethane based compound. Contact and magnet housing will snap-lock into a one (1) inch (25.4 mm) diameter hole. Housing will be molded of flame retardant abs plastic. Color of housings will be off-white, grey or mahogany brown. Choice of color will depend on door decor. The contact will contain a SPDT switch with an open or closed loop. Contacts and magnets will be treated with a thin coat of RTV silicone to hold the contact and magnet in place. Recessed interior door contacts will be Sentrol 1076 W, GE Interlogix - 1145 Series Ultra-Miniature with wire leads, 1005 Series Mini-Magnapull or equivalent.

m. Case Doors and Hinges - Opening and closing the cases will be easy and safe, requiring only one individual. Case doors and hinges will be designed so that doors open smoothly and slowly, minimizing the risk of injury or breakage caused by hoods suddenly dropping or doors suddenly swinging out or in; concealed pneumatic hinges may be one such solution.

Doors and hoods will swing completely out of the way, allowing staff unobstructed access to the display deck. Case door hinges will allow the door panel to rotate out and away from the display space, providing full access, eliminating the need for a pivot cavity in the display space. Operable glass door panels will be 3/8-inch thick safety glass and have frameless construction with no intermediate vertical support. In the closed position, adjacent glass panels will remain in one plane. Adjustable alignment pins will assure that the glass is properly closed and positioned. Structural components will not be visible, fasteners will be concealed and locking is provided by means of pin tumbler cylinder locks.
Hinge hardware will be fabricated from high-strength, high-performance metal that requires no lubrication that would harmfully off-gas within the object chamber or need routine reapplication of lubricant. Hardware elements (hinges, locks, fasteners) will be concealed.

n. Accessibility - Cases must meet ADA requirements where possible. The Library recommends the firm follow the *Smithsonian Guidelines for Accessible Exhibition Design*, with special attention given to Section B, Item II – Exhibition Items, and Section B, Item VI – Furniture.

http://www.si.edu/opa/accessibility/exdesign/contents.htm

Selected Firms will provide detailed shop drawings of all components for approval by the Library and Designer prior to beginning fabrication. These will show design, material finishes, dimensions, anchorage to structure, manufacturers’ part numbers, connections to adjacent work, and consideration for thermal and moisture movement. Selected Firms will also provide 6” x 6” samples to the Library and Designer for approval of all finishes.

B. Display case types and quantities

Described below are the types, dimensions and approximate quantities of each display case. The quantities are an estimate only. The University does not guarantee the total number for each display case. Detailed drawings will be provided at the preproposal meeting. The exhibit design and requirements shown or noted on these drawings are not for construction and are intended only to establish the visual design concept and intent.

Type 1: Table Case

- Approximate quantity 10-12
- Display deck starts at 30”
- Usable depth 28 1/4”
- Usable height (at max point) 10”
- Usable width 52 1/4”
Type 2: Wall Case, large
- Approximate quantity 6-8
- Height including light hood 72”
- Light hood height 5 1/4”
- Display deck starts at 30”
- Usable height 42 3/4”
- Usable width 56 3/4”
- Usable depth 16 3/4”
- Equipped with adjustable shelving system as described in Section A, 3d. Display Area; maximum shelf depth will be as close to case depth as possible.

Type 3: Wall case, extra-large
- Approximate quantity 2
- Height including light hood 72”
- Light hood height 5 1/4”
- Display deck starts at 15”
- Usable height 57 3/4”
- Usable width 76”
- Usable depth 24”
- Equipped with adjustable shelving system as described in Section A, 3d. Display Area; maximum shelf depth will be as close to case depth as possible.

Type 4: Island case
- Approximate quantity 4-6
- Height 72”
- Display deck starts at 30”
- Usable height 48”
- Usable width 26”
- Usable depth 26”
- Removable display pyramid
Type 5: Entry foyer case
- Quantity 2
- Height including light hood 72”
- Light hood height 5”
- Display deck starts at 30”
- Usable height 42 3/4”
- Usable width 37”
- Usable depth 25 1/2”
- Equipped with adjustable shelving system as described in Section A, 3d.
  Display Area; maximum shelf depth will be as close to case depth as possible

Type 6: Declaration Of Independence Room Kiosk
- Quantity 1
- Overall height 92-1/2”
- Overall width 85”
- Overall depth 35”

IV. Basis of Selection
A. The University will evaluate proposals and, if a firm(s) is to be selected, select the firm(s) on the basis of:
   1. The firm(s)'s plan to assist the University to meet its goals for the fabrication and installation of freestanding display cases as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;
   2. The firm(s)'s relevant experience, qualifications and success in providing the goods and services outlined in this RFP;
   3. The firm(s)'s references from libraries and museums that are comparable to the University Library and Special Collections;
   4. The firm(s)'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(s); and

7. Any other factors relevant to the firm(s)'s capacity and willingness to satisfy the University.

V. Contents of the Proposal

Proposals should include information outlined in this section. Six (6) 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 the firm’s ability to fabricate and install display cases that meet the Library’s requirements, which is the primary goal of this RFP.

2. Provide a plan of operation to achieve the objectives set forth in Section III, Scope of Goods and Services.

3. Describe how the firm plans to fabricate and install the display cases. Include a description on how the firm will work with the Library, Special Collections, and the Designer.

4. Describe the firm’s plan for consultation and communication with the Library and the Designer throughout the development, fabrication, and installation process.

5. Describe the firm's plan for customer service and technical support from fabrication through installation through the first year of operation.

6. Describe the firm’s experience with working with government (federal, state, local) purchasing regulations and RFP procedures.

B. Firm Information, Personnel, References
1. Provide a brief history of the firm and its experience working with display cases, including its experience designing, fabricating, and installing display cases that:
   a. Meet the highest preservation and security standards and incorporate fiber optic lighting
   b. House rare and fragile library and archival materials
   c. Are extremely durable and have been proven to last for decades
   d. Are easy for museum staff to use, access, maintain, and move
2. Provide information on those individuals assigned to work with the University including a description of their experience in designing, fabricating, installing, and maintaining display cases, as well as any relevant work experiences in museums, libraries, or related institutions.
3. Provide illustrated examples of display cases fabricated by firm, particularly those that are similar to the Library’s specifications.
4. 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.
5. 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

C. Financial Proposal
1. Describe the firm’s fees by case type and timeline for providing the required goods and services. Include all applicable hourly and mileage rates. The proposed fee must include all travel and other reimbursable expenses.
2. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.
3. Provide a copy of the firm's most recent audited financial statements.
4. Describe how the University will benefit from cost savings by accepting the firm's proposed discount structure or any other available discounts.

5. 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

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.
E. Site Visits

It may be necessary or desirable for the University's evaluation team of less than five 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

Specify whether the firm is a SWAM. The Commonwealth of Virginia’s definitions are:

- **Small Business** means a corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, and has fewer than 100 employees or less than $1,000,000 in annual gross receipts.

- **Women-owned business** means a business concern that is at least 51 percent owned by a non-ethnic woman or women (a minority woman is considered as a minority) who are U.S. citizens and who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management of the business. “Ownership” in this context includes stock ownership.

- **Minority-owned business** means any business concern that is at least 51 percent owned by a minority individual or individuals (who are U.S. citizens) who also control and operate it. “Control,” “Operate,” and “Ownership” have the same meanings mentioned above. "Minority" includes African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, and other minorities. "Native Americans" include American Indians, Eskimos, Aleuts and Native Hawaiians. "Asian-Pacific Americans" include U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic
of Palau), Northern Mariana Islands, Laos, Kampuchea (Cambodia),
Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei,
Republic of the Marwill Islands, or the Federated States of Micronesia.
"Subcontinent- Asian Americans" include U.S. Citizens whose origins are
in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

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.

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: 01/30/04
Preproposal Conference: 02/12/04
Deadline for Receipt of Proposals: 02/26/04
Oral Presentations/Negotiations: week of 03/22/04
Contract Award: 04/30/04

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
Attention: Lori Ponton, ASID
Telephone: (434) 924-4216
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: lp3s@virginia.edu

Any questions concerning this RFP will be directed to Lori Ponton as listed above and not to any other person at the University. 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 Thursday, February 12, 2004 at 1:30 p.m. in Alderman Library Room 423, 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 Becky Sims either by email (pur-rfp@virginia.edu) or telephone (434-924-1346), no later than 3:00 p.m. EST on Tuesday, February 10, 2004 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., Thursday, February 26, 2004. Six copies of each proposal must be provided in individual, bound volumes.

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 and negotiations, tentatively scheduled for the week of March 22, 2004, will be conducted by the University with two or more firms on the firms' financial proposals and proposed terms and conditions.

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(s)
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(s) which, in its opinion, has made the best proposal. The University will award the agreement to the Selected Firm(s) by either of these methods:

1. Accept the proposal as written by issuing a written notice to the Selected Firm(s) 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(s) will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions, which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

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

C. Assignment
Neither party 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)'s proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm(s) deviates from the terms of this Agreement without a written amendment, it does so at its own risk.
E. Notices
All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below.
If to the University:
Eric N. Denby, C. P. M.
Director of Procurement Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

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

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

G. Worker's Compensation and Employers Liability
The Selected Firm(s) will comply with all federal or state laws and regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs.
H. Drug-Free Workplace
The Selected Firm(s), its agents and employees are prohibited, under the terms of this Agreement and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm(s), the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of 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. Copyrights/Ownership 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(s) (or
its subcontractors) for the University will not be disclosed to any other person or entity
without the written permission of the University, and the Selected Firm(s) warrants to the
University that the University will own all copyrights thereto and will have full
ownership and beneficial use free and clear of claims of any nature by any third party
including without limitation copyright infringement claims.

K. 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. Selected Firm(s) are required to register in the eVA
Internet e-procurement solution prior to an award being made.
Preferred Contractual Provisions

A. Goods and Services
During the term of this Agreement, the Selected Firm(s) will provide for the University the goods and services offered to the University by the firm(s) 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(s).

B. Term of Agreement
The term of this Agreement will begin upon execution of the Agreement until mid to late August 2004.

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

H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm(s) is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated 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)'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(s) 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(s) must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm(s) construe these minimum required limits to be their limit of liability to the University. Each Firm will maintain insurance which meets or exceeds the requirements of the University. No Agreement will be executed by the University until the Firm(s) satisfied the insurance requirements of the University. The Selected Firm(s) may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm(s).

**Comprehensive Commercial General Liability:**
The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $2,000,000 per occurrence with coverage for the following coverage with general and products/completed operations aggregate limits of $3,000,000:

- {X} Premises/Operations
- {X} Products/Completed Operations
- {X} Contractual
- {X} Independent Contractors
- {X} Personal Injury
- {X} Additional Insured

**Automobile Insurance:**
The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with the following coverages for vehicles operated by their employees on any automobile.
Workers Compensation & Employers Liability

The Selected Firm(s) and any Subcontractor will maintain a workers compensation insurance policy, to include employers liability coverage with limits of not less than $500,000.

Additional Insured:
The University will be named as an Additional Insured and endorsed onto the liability policies, using the proper name: "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

In accordance with 2.2-4304 of the Code of Virginia, these organizations may have access to any Agreement resulting from this RFP to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP member institutions include: College of William and Mary, George Mason University, James Madison University, Old Dominion University, Radford University, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, and Virginia Polytechnic Institute and State University. A list of all other Virginia Public Colleges and Universities is available at http://www.ExploreVirginiaColleges.com/. In addition, access to the Agreement may also be extended to 1) Any University related foundation, and 2) City of Charlottesville and County of Albemarle. Potentially, other member schools of the Atlantic Coast Conference (ACC) may also have access to any Agreement resulting from this RFP if such access is confirmed by the University. The other ACC member schools who may potentially participate are: Clemson University; Duke University; Emory University, Florida State University; Georgia Institute of Technology, North Carolina State University; University of Maryland, University of North Carolina; Wake Forest University, and Wake Forest University Health Sciences.
Participation in this cooperative procurement is strictly voluntary. If authorized by the
Selected Firm(s), the Agreement will be extended to the public bodies indicated above to
purchase at the fees in accordance with the terms of the Agreement. The Selected
Firm(s) will notify the University in writing of any such institutions accessing the
Agreement. No modification of the Agreement or execution of a separate agreement is
required to participate. The Selected Firm(s) will provide semi-annual usage reports for
all VASCUPP member institutions and public institutions accessing the Agreement.
Participating public bodies will place their own orders directly with the Selected Firm(s)
and will fully and independently administer use of the Agreement to include contractual
disputes, invoicing and payments without direct administration from the University. The
University will not be held liable for any costs or damages incurred by any other
participating public body as a result of any authorization by the Selected Firm(s) to
extend the Agreement. It is understood and agreed that the University is not responsible
for the acts or omissions of any VASCUPP member institution, or other public body and
will not be considered in default of the Agreement no matter the circumstances.

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

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

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(s) 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(s) will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm(s) will submit a quarterly SWAM business report to the University by the 15th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm(s) will submit the quarterly SWAM business reports to:

Contracts Administrator
University of Virginia
Procurement Services
Carruthers Hall, PO Box 400202
1001 North Emmet Street
Charlottesville, Virginia 22904-4202

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.
Attachment 3

Procedure for Resolution of Contractual Claims

Section 2.2-4363 of the Virginia Public Procurement Act 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 will have been 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(s) 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(s) 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(s) 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(s). If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected Firm(s) and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm(s) mutually agree.
D. The Assistant Director of Procurement Services will mail his or her decision to the Selected Firm(s) within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm(s) 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)'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(s). If such discussion is to be held, the Director of Procurement Services will contact the Selected Firm(s) and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement Services and the Selected Firm(s) mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected Firm(s) 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.