Parking Garage Janitorial Services

June 20, 2003

Issued by
Procurement Services
Charlottesville, Virginia
Parking Garage Janitorial Services
Request for Proposal #AL062003
June 20, 2003

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 associated links, in its latest version, is reviewed prior to due date of a proposal. 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, Proposal Deadline. Additional information can be found on Procurement Services web site: http://www.virginia.edu/procurement/

The University of Virginia (the “University”) seeks a qualified firm to supply janitorial services for five parking garages.

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, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.

I. Background Information

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 intent of this RFP is to select a firm to supply janitorial services for five University parking garages. The Successful Firm will also provide all cleaning supplies and necessary equipment, including mechanical sweepers and power washers, for the following garages:

A. The University’s Health Systems East Parking Garage is approximately 265,117 square feet (sq. ft.), consists of 813 spaces, two elevators, and two stairwells, a small office area and one employee restroom.

B. The University’s Health Systems West Parking Garage is approximately 117,552 sq. ft., consists of 334 interior spaces, 21 exterior spaces, two stairwells, one elevator car and one employee restroom. An adjoining exit plaza has three attendant parking booths (one of which contains a small employee restroom). An extension of this is an exterior asphalt apron area that contains 21 parking spaces. There is also a Facilities Operations office in the West Parking Garage and an adjoining lobby with two employee restrooms. Total square footage for the office and the lobby area is 916 sq. ft.

C. The University’s Health Systems South Parking Garage is approximate square footage is 300,820, and consists of 901 spaces, three stairwells and 3 elevator cars.

D. The University’s McLeod Hall Parking Garage is approximately 35,500 square feet and consists of 141 spaces.

E. The University’s Emmet-Ivy Parking Garage is 371,111 square feet and consists of 1215 spaces, three elevator cars and three stairwells.

II. Scope of Services
It is the University's intent to enter into an Agreement with the Selected Firm for those services (“Services”) necessary to help the University achieve its goals as outlined in this RFP. The Selected Firm will provide these Services:

A. Janitorial Services
Janitorial Services will include, but not be limited to:
1. Janitorial services at most favorable rates.
2. Janitorial services to include requirement levels listed below in the Janitorial Requirement Schedule.
3. Janitorial services schedule by facility using a Daily Log.
4. All cleaning supplies, necessary equipment, and water in winter months.
5. Storage may be arranged, as needed.
6. Selected firm will work with the University and the Department of Environmental Quality (DEQ) to provide the best solution in capturing/disposing of power washing drainage

B. Janitorial Requirement Schedule

Janitorial Requirements will include but not be limited to these services listed below:

1. Parking Garages

<table>
<thead>
<tr>
<th>Janitorial Requirement Schedule for Parking Garages</th>
<th>Health System East Garage</th>
<th>Health System South Garage</th>
<th>Health System West Garage</th>
<th>Facilities Operations Office in West Garage</th>
<th>McLeod Hall Garage</th>
<th>Emmet -Ivy Garage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CASUAL CLEANING (Monday through Friday)</td>
<td></td>
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<tr>
<td>• Cleaning stairwells (sweeping, trash removal, wiping handrails, dusting lights &amp; ledges, etc)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
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<tr>
<td>• Clean elevators (sweep/mop, clean walls and windows both exterior and interior)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>• Clean elevator lobbies (clean floors, empty trash, empty and clean ash receptacles, dust ledges, and lights)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>• Trash removal between parked vehicles, around booth areas, overhead ledges, knee walls, from all exterior containers, behind drain pipes, and replace trash liners (provide by selected firm).</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
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<tr>
<td>• Clean exterior of trash and ash receptacles daily</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>• Police vertical fencing and exterior walls daily</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>• Clean &amp; disinfect restroom, thoroughly clean &amp; disinfect toilet and sinks inside and out, sweep and mop floor with disinfecting solution, clean mirrors, walls and dust ledges. Refill all toilet paper, paper towels and soap as required (selected firm must provide paper products).</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>• Empty trash and sweep small modular office located on G-Level East Garage</td>
<td>✓</td>
<td></td>
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<tr>
<td>• Empty all trash containers, clean as necessary and reline with new plastic liners provided by selected firm.</td>
<td></td>
<td>✓</td>
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<tr>
<td>• Sweep and mop lobby floor</td>
<td></td>
<td></td>
<td>✓</td>
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<tr>
<td>• Clean interior of glass doors and windows in the lobby area</td>
<td></td>
<td></td>
<td></td>
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<td>✓</td>
</tr>
<tr>
<td>Janitorial Requirement Schedule continued</td>
<td>Health System East Garage</td>
<td>Health System South Garage</td>
<td>Health System West Garage</td>
<td>Facilities Operations Office in West Garage</td>
<td>McLeod Hall Garage</td>
<td>Emmet -Ivy Garage</td>
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<td><strong>2.WEEKLY CLEANING</strong></td>
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<tr>
<td>• Sweep all deck areas, ramps, apron areas, entrance lanes, and exit lanes every other day, Monday through Sunday. Sweeping must take place after 6p.m. in order to take advantage of low occupancy.</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>• Sweep parking area and drive lanes to include entrance and exit lanes once per week. Sweeping must take place after 6 p.m. in order to take advantage of low occupancy.</td>
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<tr>
<td>• Vacuum carpeted area throughout office space</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>• Dust all surfaces that are free of paperwork or other barriers</td>
<td></td>
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<tr>
<td>• Clean glass surface on interior doors and windows.</td>
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<tr>
<td>• Scrub and/or buff elevator floors weekly</td>
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<tr>
<td>• Scrub and/or buff elevator floors weekly. Mop/or scrub floor in modular office.</td>
<td>✓</td>
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<tr>
<td><strong>3.MONTHLY CLEANING</strong></td>
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<tr>
<td>Provide monthly pest control to prevent/deter nesting of animals (specially rodents and flying objects to include birds and/or pigeons)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td><strong>4.QUARTERLY CLEANING</strong></td>
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<tr>
<td>• Power wash stairwells, stairways and elevator lobbies quarterly. Supply water during the months that the garage water supply is turned off. This cleaning will be scheduled when weather is conducive to the safe operation of equipment, personnel and customers using the garage.</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>• Power wash attendant booths, bollards, and equipment cabinets at the exit plaza quarterly. Supply water during the months that the garage water supply is turned off.</td>
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<td></td>
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<td>✓</td>
</tr>
</tbody>
</table>
### Janitorial Requirement Schedule  
*continued*

<table>
<thead>
<tr>
<th>5. ANNUAL CLEANING</th>
<th>Health System East Garage</th>
<th>Health System South Garage</th>
<th>Health System West Garage</th>
<th>Facilities Operations Office in West Garage</th>
<th>McLeod Hall Garage</th>
<th>Emmet-Ivy Garage</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Power wash total parking decks, ramps, stairwells, stairways, elevator lobbies, conduits and piping once per year, removing heavy grease auto fluid stains, and other undesirable substances. This project will be coordinated with Parking and Transportation to assure that the garage is empty of all vehicles.</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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</tr>
<tr>
<td>• Strip and re-wax the tile floor in the modular office annually.</td>
<td>✓</td>
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<tr>
<td>• Strip and re-wax the floor in the restrooms annually.</td>
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<td>✓</td>
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<tr>
<td>• Shampoo or steam clean carpets throughout the office area.</td>
<td></td>
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<td>✓</td>
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<tr>
<td>• Clean exterior windows located in lobby area.</td>
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<td></td>
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<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

2. **Bus Shelters**  
Semi-annual cleaning of 18 bus shelters, listed below, to remove all adhesives and graffiti by pressure washing. First cleaning needed during the week between end of exams (Friday, May 7, 2004) and final exercises (Sunday, May 16, 2004). Second cleaning needed the week before the fall semester commences. The University’s Contract Administrator will provide exact dates.

**Bus Shelters:**  
Millmont Street, Route 29 South (Carruthers Hall), Law School (Massie Road), Faulkner (Massie Road), Upper University Hall (North Lot), University Hall Time Stop (North Lot Middle), Lower University Hall (North Lot), West University Hall Lot (Near Cage Lot), Lower Massie Road, Near the Intersection of Massie and Copeley Roads, Tree House (Alderman Road), Gooch/Dillard (Alderman Road), Scott Stadium (South Lot), JPA/Lower Hospital (Health System), Madison/Preston Avenue, Cabel Hall (JPA), Stadium Road (South Lot Parking Garage), Stadium Ramp at intersection of George Welsh Way.  
*(Locations are subject to change and size may vary of each bus shelter)*
3. **Special Events**
   Please provide pricing for special events janitorial services for Health System South and Emmet/Ivy Parking Garages. Before 10am, the day following a home football or basketball games (Selected Firm’s responsibility is to obtain Football and Basketball Schedules each year):
   - Remove all excess trash from garage/garages
   - Inspect parking surface area and adjoining stairways for undesirable or unsafe substances and remove using a non-corrosive cleanser.

C. **Customer Service**
   Customer Service will include, but not be limited to the following:
   1. Effective procedures for complaint resolution.
   2. Designated account representative assigned to manage the University’s account.
   3. Emergency service-response to requests for special unscheduled assistance within two hours, if unexpected cleaning problems arise that are deemed to be unsightly or unsafe by the University.
   4. Establish and maintain a written daily log of services performed at each garage to be reviewed by the University upon request. Daily log will include: date, time, tasks accomplished, and name of person who accomplished tasks.
   5. Supply personnel to walk through the garages to check cleanliness in the morning and afternoon

III. **Basis of Selection**
   The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:
   A. The firm's plan to provide the University with the Services as described in Section II, Scope of Services;
   B. The firm’s experience in providing Services similar to those described in this RFP, and the experience of the individuals which the firm proposes to provide such Services;
   C. The firm’s references from clients which are comparable to the University;
   D. The firm’s financial proposal;
   E. The contractual terms which would govern the relationship between the University and the Selected Firm; and
   F. Any other factors relevant to the firm’s capacity and willingness to satisfy the University.
IV. Contents of Proposal

Firms should provide this information:

A. Services
   1. State the firm’s ability to provide the Services as described in Section II, Scope of Services. Provide a brief history of the firm and its experience, qualifications and success in providing these Services.
   2. Describe the experience of the individual(s) who would be responsible for providing the Services to the University.
   3. Describe in detail how the firm plans to provide the Services detailed in Section II, Scope of Services.
   4. State the firm’s references comparable to the University, including the name and telephone number of a contact person the University may call.
   5. Describe the firm’s plan for customer service to include:
      a. Number of staff assigned to each parking garage and bus shelters
      b. Procedures for complaint resolution
   6. Provide potential solutions for the disposing/capturing of power washing drainage.

B. Financial Proposal
   1. Describe the firm’s proposed fee for providing the Services for each parking garage, bus shelters and special events cleaning. Include any additional discounts available for early payment of invoices.
   2. Provide detailed pricing for servicing each parking garage, bus shelters and special events cleaning.
   3. The proposed fee must include all travel and related expenses.
   4. A copy of the firm's most recent audited financial statements.
   5. Describe how the University will benefit from cost savings by accepting the firm's proposal.
   6. 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.

C. Contractual Arrangements
   1. State the firm’s acceptance of Attachment 1, Mandatory Contractual Provisions.
   2. State the firm’s acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
   3. Provide any contract the firm will request that the University sign.
D. 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.

E. Small, Women-owned and Minority (SWAM) Status
Specify whether the firm is a SWAM firm. The Commonwealth of Virginia’s definition of a SWAM firm is

- **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 Marina Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall 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.

V. Preproposal Conference
A conference for firms receiving this RFP will be held on Wednesday, July 9, 2003 at 10:00 a.m., DST in, McKim Hall Room 3143, Charlottesville, Virginia (map enclosed or 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. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Becky Sims, (434) 924-1346 or via email (pur-rfp@virginia.edu) no later than 3:00 p.m., Monday, July 7, 2003 of the names and titles of the individuals who will attend.

VI. Proposal Deadline
All proposals must be received at the University of Virginia, Procurement Services, 1001 North Emmet Street, Carruthers Hall, P. O. Box 400202, 1001 North Emmet Street, Charlottesville, VA 22904-4202 by 3:00 p.m., Thursday, July 17, 2003. Six copies of each proposal must be provided.

Any questions concerning this RFP will be directed to (buyers name) as listed below and not to any other person at the University. The University will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

Ana Maria Lynch, Buyer Specialist
Telephone: (434) 924-4219
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: alynch@virginia.edu

VII. Procurement Schedule
Here is a brief schedule for this procurement, specifying the important dates and milestones:

Issue Date of RFP: 06/20/03
Preproposal Conference: 07/09/03
Deadline for Receipt of Proposals: 07/17/03
Oral Presentations/ Negotiations: 08/12/03
Contract Award: 09/01/03
Attachment 1
Mandatory Contractual Provisions

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

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

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

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

E. Notices
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
University of Virginia
Carruthers Hall
1001 North Emmet Street
P. O. Box 400202
Charlottesville, Virginia 22904-4202
If to the Selected Firm:

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

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

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

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

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

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

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

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

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

If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.
A. Goods and Services
During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of the Agreement
The term of this Agreement will be for one year, with an option for renewal by the University, if agreeable to the Selected Firm on the same terms and conditions, for four additional one-year terms. (NOTE: initial term cannot exceed five years with two additional one year renewals without the Director's approval). The Selected Firm and the University will mutually agree at least 180 days prior to each renewal option whether to renew the terms of the Agreement.

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

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

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

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

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

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

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

K. Insurance
Listed below is the insurance which the Selected Firm must maintain under any Agreement resulting from this RFP. Each Firm will propose insurance which meets or exceeds the needs of the University. No Agreement will be executed by the University until the Firm satisfies the insurance requirements of the University. The Selected Firm will 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/Comprehensive General Liability
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence for premises and operations. An aggregate limit for products liability of not less than $1,000,000 will be maintained.
Automobile Liability
The Selected Firms and any Subcontractor will provide a minimum combined single limit of liability for bodily injury and property damage of $500,000 per occurrence, to include coverage for “any auto”.

Additional Insurance:
The insurance policies must be underwritten by an insurance company licensed to conduct business in the Commonwealth of Virginia and holds at least an “A-“ rating with A.M. Best Company. Also, the following must be listed as an additional insured on the liability coverages: “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
If agreeable with the Selected Firm, these organizations may have access to any Agreement resulting from this RFP: 1) Any University related foundation, and 2) Any institution of higher education which is a member of the Virginia Association of State College and University Purchasing Professionals (VASCUPP). The current list of VASCUPP members is: 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, and 3) 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 North Carolina; University of Maryland; Wake Forest University, and Wake Forest University Health Sciences. The Selected Firm will respond promptly to a request from any of these organizations for access to the Agreement, but is NOT required to enter into an equivalent agreement with the organization. A Firm's willingness to provide this access to these organizations will not be a consideration in awarding this RFP. Although the organizations may have access to the Agreement, their entry into any equivalent agreement with the Selected Firm is strictly optional.

If an organization chooses to enter into an equivalent agreement, it will so notify the Selected Firm in writing, and will proceed to execute such an agreement. The University will have no responsibility whatsoever for payment of invoices rendered to the organization, resolution of problems, or administration of contractual claims. The Selected Firm, at the request of the University, will provide usage reports for all VASCUPP members accessing the Agreement. The University anticipates requiring such reports quarterly. The University's sole intent is to provide other organizations with access to the University's Agreements
and to provide Selected Firms with opportunities to do business with other organizations. It is understood and agreed that the University is not responsible for the acts or omissions of any VASCUPP member, and will not be considered in default of the Agreement no matter the circumstances.

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

N. Payment Terms
Invoices submitted to the University for Services will be paid Net 30 days after receipt and University approval of invoice.

O. Cancellation of Contract
The University reserves the right to cancel this Agreement, in part or in whole, without penalty, upon 30 days written notice to the Selected Firm. Any Agreement cancellation notice will not relieve the Selected Firm of the obligation to deliver and/or perform on all outstanding issues prior to the effective date of cancellation.

P. Small, Women-owned and Minority (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 15th 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:

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 firms name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWAM firm who would have 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.
Q. eVA Business To Government Vendor Registration

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, is the Commonwealth of Virginia’s electronic procurement system. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.
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 must provide the written claim to:
   Assistant Director of Procurement Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia 22904-4202

B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.

D. The Assistant Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm may appeal the decision to:
   Director of Procurement Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202
by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement Services and the Selected Firm mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.