Request for Proposal

In-Print Monographs and Related Services

July 2, 2002

Issued by
Procurement Services
Charlottesville, Virginia
# In-Print Monographs and Related Services

## Request for Proposal #TG070202

**July 2, 2002**

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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 package has been reviewed prior to the firm's submittal of a proposal. We encourage you to check the web site frequently for any changes prior to the submittal date. To receive a hard copy of the RFP or addenda (which will be identical to those posted on the web site unless otherwise noted), contact Becky Sims, Contracts Administrator, at (434) 924-1346 or email pur-rfp@virginia.edu. For additional public posting information consult Procurement Services web site at: http://www.virginia.edu/procurement/. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP.

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks an experienced firm to provide services for the acquisition of in-print monographs and related services. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.
It is the policy of the Commonwealth of Virginia and the University of Virginia 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 nearly 20,000 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 usually heads the list, but among all American universities, public and private.

Over 9,700 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 Libraries serve the research and curricular needs of undergraduate students, graduate students and faculty. Two units of the University Libraries will be provided services for the acquisition of in-print monographs and related services as a result of this RFP: the University Library (hereafter referred to as Alderman Library) and the Colgate Darden Graduate School of Business Library (hereafter referred to as the Darden Library). Alderman Library serves as the main research collection of the University Library and administers additionally the following libraries: the Fiske Kimball Fine Arts Library; the Music Library; the Science and Engineering Library; the Clemons Library, a readers library primarily for undergraduates; and five departmental libraries, the Biology/Psychology Library, the Chemistry Library, the Math/Astronomy Library, the Physics Library, and the Education Library. The University Library units covered by this RFP currently use the Unicorn library management system from SIRSI.

During fiscal year 2000/2001, the combined expenditures for materials covered by this RFP exceeded $800,000; $325,000 for firm orders, $400,000 for approval orders, and $85,000 for standing orders. This dollar amount is likely to change, and the University does not guarantee any dollar volume for the term of any Agreement resulting from this RFP. The University intends to enter into an Agreement with one or more Firms as a result of this RFP. The Selected Firms will supply services for the acquisition of in-print monographic materials in response to: one-time firm orders, several separately profiled approval plans, standing orders for sets and some monographic series and related services for making supplied materials ready for the libraries' shelves.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firms to provide the acquisition of in-print monographs and related services necessary to help the University achieve its goals as outlined in this RFP. In order to achieve this goal the Selected Firms may be requested to provide those goods and services outlined in this section.
A. Service
The Selected Firms will have been actively engaged in the business of providing services for the acquisition of in-print monographs and related services to academic libraries for a minimum of ten years. For purposes of this RFP, a Firm which has had continuous management but which may have changed ownership during a ten year period, will be considered responsive.

B. The Selected Firms will make no substitutions or additions of titles, editions, formats or any specific of any individual item ordered unless expressly authorized by the Contract Administrator or his/her designee in the library unit effected.

C. Payments will be made only to the Selected Firms. The Selected Firms will accept that no payment of any invoice will be made until Net 30 days after all items on the invoice have been delivered in satisfactory condition. In the event of a short shipment, the University may process for payment only those items on the invoice that have been received in acceptable condition.

D. The University reserves the right to request copies of the original publishers' invoices from the Selected Firms at any time during the Agreement term.

E. Invoices from the Selected Firms will be sent to the same University address used for shipping unless other instructions accompany the order or unless other instructions are issued by the Contract Administrator.

F. All correspondence from the Selected Firms concerning specific orders or titles will reference the Library's full purchase order number for each title or item as appropriate.

G. The Selected Firms should be capable of providing in-print monographs in all subject areas.
H. The Selected Firms should be capable of providing in-print monographic materials by each of the following methods:

1. Firm orders on a one time basis
2. Approval orders according to profiles established by the University
3. Standing orders - for monographic series both numbered and unnumbered and for sets with volumes issued over a period of time (one to ten years)

I. The Selected Firms should be capable of providing in-print monographic materials from publishers in the following geographic locales:

1. United States
2. Canada
3. Australia (Darden Library only)
4. United Kingdom (Darden Library only)
5. Continental Europe (Darden Library only)
6. Latin America including Mexico (Darden Library only)
7. Asia/Pacific Rim (Darden Library only)
8. African Nations (Darden Library only)

J. All publishers of the types listed below should be covered by the Selected Firms unless a given publisher has a policy of not selling through book dealers or unless the publisher has a history of non-supply.

1. Trade publishers
2. University presses, University departments and affiliates
3. Societies, both Scientific and non-scientific
4. Small presses
5. Non-paper format publishers
6. Associations
7. Art museums and Galleries
8. Government agencies
9. Quasi-governmental organizations (e.g. United Nations, Organization of American States, World Health Organization, NATO, etc.)

K. The Selected Firms should be able to provide all formats of publications unless otherwise specified in this RFP.

L. Fulfillment - Regular Firm Orders
   1. If unable to supply a title within 60 calendar days, the Selected Firms should notify the University with the reason for non-fulfillment within 60 calendar days of receipt of the order. The University will have the option to cancel or continue the order.
   2. There should be a fulfillment rate of 80% of firm ordered in-print monograph materials within 60 calendar days of receipt of the order by the Selected Firms.

M. Fulfillment - Approval Orders
   1. The Selected Firms should have the ability to supply information slips with books shipped automatically on approval and under several profiles as well as for titles outside of the automatic profile.
   2. Titles shipped automatically under the several profiles should be shipped within 30 calendar days of publication date.
   3. Titles selected by the University from notification slips should be shipped by the Selected Firms within 30 calendar days of notification by the University.

N. Shipments
   1. Shipments should be made by the Selected Firms so that they are delivered to the University within 10 calendar days of the shipping date.
2. The Selected Firms should label all boxes on the outside with the appropriate account number and the number of boxes in the shipment and the name of the library.

3. The Selected Firms needs to be able to ship materials to multiple sites within the Library system.

4. For shipments lost or damaged in transit, the Selected Firms should reship, at the Selected Firms expense, within 30 calendar days of notification by the University.

O. Claims

1. The Selected Firms should have the ability to accept claims submitted by mail, EDI, electronic mail, facsimile, telephone, online, or other electronic means.

2. The Selected Firms should notify the University of the status of all claims within 14 calendar days of submission of the claim by the University.

3. Claims sent to the Selected Firms should be directed to the publisher by the Selected Firms as necessary within seven calendar days of receipt from the University.

P. Reports

1. The Selected Firms should be capable of providing clear and understandable reports in electronic format on a monthly basis or more often and on demand. Examples of types of reports that may be requested include:
   a. The number and percentage of titles supplied within 30, 60, 90 or more days of receipt of the order.
   b. The number of titles supplied, total cost and average cost per title/volume broken down by subject for each of the several approval profiles separately.

2. Availability reports on the status of outstanding orders should be generated at a minimum interval of 45 calendar days.
3. The Selected Firms should be capable of supplying customized management reports on demand.

Q. Cancellations and Returns

1. The University should have the option of canceling individual titles at any time by e-mail, phone, online, telefacsimile, and mail. The Selected Firms should not make shipments of cancelled items except on the basis of a new or reconfirmed order. The Selected Firms should confirm all cancellations within seven calendar days.

2. The University should have the option of returning to the Selected Firms shipments of previously cancelled titles and at no cost to the University.

3. The Selected Firms should accept returns of defective, damaged, or incorrect items by the University without the University having to seek prior approval for the return and at no cost to the University.

4. The Selected Firms should allow the University to apply credit to invoices on hand by short paying invoices less the value of the missing or returned material or by supplying the University with blank credit forms to be filled out by the University for the amount charged for the missing or returned material.

5. The Selected Firms should accept the return of defective items, even if local bar code or label has already been attached.

R. The Selected Firms should be capable of providing electronic and online services that should include, but not be limited to:

1. Online access to the Firm’s title database for checking availability of titles and series, changing orders, and canceling orders.

2. Ability to navigate to titles grouped by specific Library of Congress class.

3. Ability to view approval slips online and place orders online.

4. Ability to place orders using Electronic Data Interchange (EDI).

5. Fiscal management data in an electronic format of the University’s choosing.
6. EDI of invoice data from the Firm to the University compatible with the University’s integrated library system (currently the Unicorn library management system from SIRSI).

7. Access to customer service representatives, including a toll free phone number, e-mail, and online help services.

8. Online tools to support selection and collection development including book reviews, tables of contents, and images of book covers.

10. In addition, the Selected Firms should be able to supply Machine Readable Cataloging (MARC) records for all ordered titles (slip and approval), or should be an active vendor participant in OCLC’s PromptCat service, and be able to provide Electronic Order Confirmation Records (EOCRs) on each title ordered on slip approval.

S. The Selected Firms should be capable of supplying services for the preparation of materials for shelving upon receipt by the University. These services should include but not be limited to:

1. Supply and affix 3M security strips.
2. Apply Library’s ownership stamp inside front cover.
3. Apply barcode label on front cover, and include the barcode number in the associated MARC record.
4. Apply permanent and secure spine labels with location codes and LC classification information. [Foil-backed is an acceptable option, but so is Se-Lin].
5. Binding of paperbound books.

T. Exclusions

The following types of materials are excluded from this RFP:

1. Music scores and music sound recordings.
2. Periodicals and serials on subscription order and back issues of subscription titles.
3. Materials needed by the Library for delivery by seven calendar days.

IV. Basis of Selection

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

1. The firm's plan to assist the University to meet its goals for the acquisition of in-print monographs and related services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;

2. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;

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

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

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

6. The contractual terms which would govern the relationship between the University and The Selected Firms; and

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

V. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University.
A. Provide a plan of operation to provide the services set forth in Section III., Scope of Goods and Services and which fully addresses how the services/plan of operation should provide this information:

1. The Firm's internal quality control procedures.
2. The Firm's ability to provide a toll-free telephone line or willingness to accept collect telephone calls from the University and to provide electronic mail access to its customer service staff by the University.
3. The Firm's willingness to assign a single individual or team to handle the University's account and any problems associated with the account.
4. A list indicating which individuals or positions would have knowledge of an Agreement with the University.
5. Names, titles, and appropriate experience of each person directly responsible for the University's account.
6. The Firm's commitment to the University in terms of resources, personnel, investment, etc.
7. The Firm's ability to respond to non-claim messages (any request for information or assistance) from the University within two working days.
8. The Firm's ability to include regular visits to the University by the Firm's representative.
9. The Firm's provisions and procedures currently being used for processing rush orders and any restrictions or charges for this service.
10. The Firm's willingness and ability to supply titles from publishers which are not listed in its database and describe any existing added charges for this service.
11. The Firm's list of existing cancellation or return policies.

B. 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.

C. Site Visits

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

D. Minority Business

Specify whether the firm is a minority firm. The Commonwealth of Virginia’s definition of a minority firm is a firm that is at least 51% owned, operated, and controlled by a minority; or in cases of a publicly-owned business, at least 51% of the stock must be owned by a minority. Such minorities include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, Native Americans, Eskimos, and Aleuts. If the firm is not a minority firm, describe the firm’s partnering relationships with minority firms and how it plans to support the University’s goal to award 5% of its business to minority firms.

E. 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: 07/02/02
Preproposal Conference: 07/15/02
Deadline for Receipt of Proposals: 07/31/02
Oral Presentations/Negotiations: 08/28/02
Contract Award: 10/31/02

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: Tim Guthrie, Senior Buyer
Telephone: (434) 924-8918
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: trg7m@virginia.edu

Any questions concerning this RFP will be directed to Tim Guthrie 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 Monday, July 15, 2002 at 3:00 p.m. in Carruthers Hall Conference Room 6, 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. 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 Preproposal 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 Thursday, July 11, 2002 p.m. DST 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., Wednesday, July 31, 2002. Seven copies of each proposal must be provided in individual, bound volumes.

E. Oral Presentations and Negotiations
An oral presentation/negotiations session 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/negotiations are tentatively scheduled for Wednesday, August 28, 2002. Negotiations with two or more firms will be conducted by the University 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 Firms and all other firms have been notified, or when the University rejects all proposals, informal
Informal Communications

Informal communications 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 RFP by each firm until a binding contractual agreement exists with the Selected Firms 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 Firms

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

1. Accept the proposal as written by issuing a written notice to The Selected Firms 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 Firms exists, or when the University rejects all proposals.

J. Virginia Freedom of Information Act
Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.
Attachment 1
Mandatory Contractual Provisions

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

B. Conflict of Interests
The Selected Firms represents to the University that its entering into this Agreement with the University does not entail any violation of the Virginia State and Local Government Conflict of Interests Act.

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

F. Independent Contractor
Selected Firm is not an employee of the University, but is engaged as an independent
contractor. The Selected Firms 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 Firms 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 Firms 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 Firms, 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 Firms 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 Firms 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 §§ 2.1-811 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.
Attachment 2  
Preferred Contractual Provisions

A. Goods and Services
During the term of this Agreement, The Selected Firms 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 and as specified by the University when it selected the firm.

B. Term of Agreement
The term of this Agreement will be for three years, with an option for renewal by the University, if agreeable to The Selected Firms on the same terms and conditions, for two additional two-year terms. The Selected Firms and the University will mutually agree at least 90 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 Firms 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 Firms or its
agents or subcontractors, including the provision of any services or products. The Selected Firms 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 Firms fails to provide quality 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 30 calendar days unless otherwise agreed to by both parties, the University reserves the right to terminate this Agreement by giving written notice to The Selected Firms.

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

K. Insurance
   Listed below is the insurance the Selected Firm must maintain under any Agreement
   resulting from this RFP. In no event should the Selected Firm construe these minimum
   required limits to be their limit of liability to the University. 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 satisfied the insurance requirements of the
   University. The Selected Firm may be required to provide the University with a valid
   Certificate of Insurance before providing any goods or services to the University. The
   University reserves the right to approve any insurance proposed by the Selected Firm.

   **Comprehensive Commercial General Liability:**
   The Selected Firm and any Subcontractor will maintain a minimum combined single
   Limit of Liability for bodily injury and property damage of $500,000 per occurrence, with
   coverage for premises and operations.

   **Additional Insured:**
   The University will be named as an Additional Insured, and the proper name is: "The
   Commonwealth of Virginia, and the Rector

L. Use of Agreement by Third Parties
   If agreeable with The Selected Firms, 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. The Selected Firms 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 Firms is strictly optional.

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

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

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available on Procurement Services web site at:
http://www.virginia.edu/procurement/about/PurchasingManual.html

P. Copyrights
Unless expressly agreed to the contrary in writing, all documents, reports, writings, video images, photographs or papers of any nature prepared by The Selected Firms (or its subcontractors) in performing an Agreement will not be disclosed to any other person or
entity without the written permission of the University, and the University will own all copyrights thereto.

Q. Minority Business Reporting
The Selected Firms will identify and fairly consider minority firms for subcontracting opportunities when qualified minority firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firms will submit a quarterly minority 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 Firms will submit the quarterly minority 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 minority business reports will contain this information:

- Minority firms name, address and phone number with which The Selected Firms has contracted over the specified quarterly period.
- Contact person at the minority 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 minority firm as it relates to the University’s account.

R. 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 Firms 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 Firms 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 Firms 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 Firms. If such discussion is to be held, the Assistant Director of Procurement Services will contact The Selected Firms and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and The Selected Firms mutually agree.

D. The Assistant Director of Procurement Services will mail his or her decision to The Selected Firms within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.
E. The Selected Firms 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 Firms. If such discussion is to be held, the Director of
   Procurement Services will contact The Selected Firms and arrange such discussion. The
   manner of conducting such discussion will be as the Director of Procurement Services
   and The Selected Firms mutually agree.

G. The Director of Procurement Services will mail his or her decision to The Selected Firms
   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.