Mouse and Rat Caging

January 28, 2002

Issued by
Procurement Services
Charlottesville, Virginia
Mouse and Rat Caging
Request for Proposal Number VC012802
January 28, 2002

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, in its latest version, is reviewed prior to submittal 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 provide ventilated barrier housing units for mice and rats.

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 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.

II. Scope of Goods and Services

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

A. A housing system configuration will be single or preferably double faced platform style six wide by six high with six cages per tier for a total of 36 individual units (per side) complete with rat caging that provides 143 square inches of usable floor space.

Each unit should be equipped with an SE Labs continuous manifold flow stainless steel automatic watering system (or the equivalent). The bedding shielded valve must automatically penetrate each cage through a stainless steel cage mounted spring flap. All components of the watering system will be mounted to the rack structure. Each drinking valve must incorporate the “Quick Disconnect” for ease in removal and sanitation of the drinking valve. The latch system should provide an automatic lock mechanism to the air and water system and provide visual display that ensures proper docking of the Micro unit.

1. Air and Rack Specifications

HEPA (High Efficiency Particulate Air)-filtered air will need to be delivered to each cage with 50-70 air changes per hour to each individual barrier cage by a HEPA-filtered system delivering “clean air” to a stainless steel manifold under positive pressure to each air injector tube or equivalent. The clean air will need to be delivered to each cage via a stainless steel air grommet mounted in the back of each cage. Supply plenums will need sealed access doors and drains for cleaning and drainage after sanitation.

Rack assembly must consist of, 36 per side, minimally 22-gauge individual stainless steel platform supports mechanically attached to 3/4 inch square 18 gauge internal tubular uprights or equivalent. Each internal upright is to be welded to the external rack frame that will be constructed of minimally 16 gauge one inch tubular base, uprights and upper frame to ensure strength.

The entire assembly will be mounted on stainless steel Jarvis casters, two with brakes and five inch diameter phenolic wheels.
The isolator assembly will need to consist of a Polysulfone high temperature rat cage that provides a minimum of 143 square inches of floor space, with air bullet and a spring loaded hinged flap grommet, a sheet metal designed rim wire bar lid and a three piece top or equivalent. Each top will consist of a lid design with an X bar support (or equivalent) a polyester filter sheet, and a high temperature filter retaining device that will “snap” into the top of the lid to hold the filter in place. There will be no other arrangement to hold the filter in place. Cage card holders must also be included with each cage set-up.

Each rack must be equipped with a HEPA-Filtered air supply module. The module should be constructed with an aluminum cabinet with and a washable prefilter. Each module must be retardant, forward impeller fan, HEPA-Filter (99.99% efficient at .3microns, dispersed oil particulate (DOP) probed) and a ten foot power cord. The HEPA module must feature a universal power supply with a 24 VDC (Volts of Direct Current) blower motor that will assure consistent performance under various electrical conditions (85-264VAC., (Volts of Alternating Current) 50/60Hz). A microprocessor board should be included to adjust the blower speed to maintain constant airflow as the Filter begins to load.

Each unit will also have various indicator lights located on the front of the HEPA module. There will need to be an on/off switch and indicator lights that illuminate if a malfunction occurs with the unit. These should include illuminating lights that ignite when problems associated with the Filter, doors, blower or control board occur. There should also be some type of indication as to the number of air changes per hour and the CFM (Cubic Feet per Minute) of air moved at the individual cage level.

2. Automatic Watering Specifications

All materials must be non-corrosive and capable of withstanding autoclave temperatures up to 250 degrees Fahrenheit @ 15 PSI (Pounds per Square Inch).

Piping will be heavy wall welded and drawn series 316 stainless steel, .437 OD (Outside Diameter) X .035” wall. No bend will have a radius of less than 1-1/2”.

Piping connectors will be series 300 stainless steel and must employ slip on fluorocarbon elastomer O-rings (or equivalent) two at either end. Connector penetration into piping must be at least .625” to ensure maximum stability.
Manifolds will be attached to the rack, using series 300 stainless steel clamps and hardware, with support at least every 20 inches horizontally.

Manifolds will be standard serpentine “S” flow, from top to bottom, with one inlet and one drain outlet. Optional is the “Reverse S” design, with top drain/vent fitting.

The upper terminus of the manifold will be equipped with a series 300 universal design stainless steel male quick disconnect plug complete with dust cap with chain attachment.

The Manifold Drain Valve will be a series 300, two piece drain cock, equipped with an “E” ring safety fitting to prevent the loss of the inner workings or the equivalent of.

Valve-to Manifold connection will be made using a series 316 stainless steel quick disconnect locking female, mechanically connected to the tubing via mechanical screw insert and EPDM (Ethylene and Propylene) seal. The Drinking Valve L-2000 or equivalent will be removable from the female quick-disconnect for ease of sanitizing and quick change purpose.

Small animal drinking valves will be a SE Labs Mini-LIXIT L-2000 Valve (or equivalent) with front mounted Teflon disc to prevent bedding from entering the valves internal mechanism.

The SE Labs Mini-Lixit (or equivalent) must be constructed from series 316 stainless steel.

All standard valve seals will be made from EPDM compound and able to withstand autoclave temperatures up to 250 degrees Fahrenheit @ 15 PSI.

All SE Labs valves (or equivalent) will employ a valve core assembly, consisting of valve lever, compression spring and valve seal. The valve core assembly must be easily removable for replacement and cleaning.

All SE Labs valves (or equivalent) will be complete with series 300 stainless steel screen at the inlet to the valve.

All valves must positively seat, with zero leakage with out water pressure and must function through a pressure range of between 0.5 and 15 PSI, without causing alarm or deprivation to the animal
All valves are designed to accommodate one operating pressure within the animal facility.

All valves must emit water upon actuation of the up, down, or sideways by the animal

3. Mechanical Operation
The automated water valve assembly will be operated by an automatic, spring loaded lock mechanism located at the bottom right side of each unit. Correct docking to the air and water grommets (or equivalent HEPA supply system) will be achieved by placing the unit within the channel or cage guide. This operation must automatically open the locking mechanism (allowing for both hands to remain on the cage) permitting the unit to slide to the air and water systems.

Proper docking will be accomplished by gently sliding the caging unit to the back of the cage guide channel. Air and water activation will occur when the front to rear travel stops. When the cage is in position, positive locking will need to be achieved by the swing lock engaging and holding it securely in place to the air and water grommet (or equivalent). Disengagement from the System needs to be achieved by being able to place both hands on the barrier cage with one hand opening the lock mechanism and pulling the cage away from the rack.

A visual positive lock indicator will be needed to assure that the cage is properly docked to the air and water grommet. This will be achieved by a colored indicator tab (or equivalent) located on the swing lock mechanism or equivalent. The indicator will display in the event that the cage is not docked correctly to the air and water manifold. Overall Dimensions (without the HEPA Module) will need to be 80 inches wide, 29 inches deep and 78 inches high or equivalent to achieve the same density of caging per square footage of floor space.

4. Documentation
All Barrier housing units must have operation manual included with each rack. This manual should include the following.

- Cover page with model and serial numbers
- General information concerning registration service policy and service
- Description of air supply and certification
• Description of operation including washing, start up procedure, cage alignment, post installation inspection, automated water usage and cage manipulation
• Maintenance of all systems including; blowers, filters, rack systems and automated water
• Specification of rack and blower details
• Corrective maintenance procedures
• Listings of all accessories and parts

5. Installation and Training
   All environmental systems will be installed and functioning as specified “on site” upon receipt of the user.

   Installation will be conducted by an authorized technical representative of the manufacturer and will include the following.
   • Installation of the HEPA blower system to the rack
   • Testing of all cages on each rack for proper airflow as specified in the operating manual. Reports will be required before shipment
   • Instruction by representative to technicians on startup procedures, service and preventive maintenance.

B. The housing system configuration will be double faced platform style seven wide by ten high with 14 cages per tier for a total of at least 140 individual units complete with each mouse cage that provides 75 square inches of usable floor space.

   Each unit should be equipped with an SE Labs continuous manifold flow stainless steel automatic watering system or equivalent. The bedding shielded valve must automatically penetrate each cage through a stainless steel cage mounted spring flap. All components of the watering system will be mounted to the rack structure. Each valve must incorporate the “Quick Disconnect” for ease in removal and sanitation. The latch system should provide an automatic lock mechanism to the air and water system and provide visual display that ensures proper docking of the Micro unit.

1. Air and Rack Specifications
   HEPA-filtered air will need to be delivered to each cage with 50-70 air changes per hour to each individual micro-isolator by a HEPA-filtered system delivering “clean air” to a stainless steel manifold under positive pressure to each air injector tube. The clean air will need to be delivered to each cage via a stainless steel air grommet mounted in the back of each cage or equivalent. Supply plenums will need sealed access doors and drains for cleaning and drainage after sanitation.
Rack assembly must consist of (70) 22 gauge individual stainless steel platform supports mechanically attached to 3/4 inch square 18 gauge internal tubular uprights or equivalent. Each internal upright is to be welded to the external rack frame that will be constructed of 16 gauge one inch tubular base, uprights and upper frame to ensure strength.

The entire assembly will be mounted on stainless steel Jarvis casters, two with brakes and five inch diameter phenolic wheels.

The micro-isolator assembly will need to consist of a polysulfone high temperature mouse cage that provides a minimum of 75 square inches of floor space, with air bullet and a spring loaded hinged flap grommet or equivalent, a sheet metal designed rim wire bar lid and a three-piece top. Each top will consist of a lid design with an X bar support or equivalent, a polyester filter sheet, and a high temperature filter retaining device that will “snap” into the top of the lid to hold the filter in place. There will be no other arrangement to hold the filter in place. Cage card holders must also be included with each cage set-up.

Each rack must be equipped with a HEPA-Filtered air supply module. The module should be constructed with an aluminum cabinet with a washable prefilter. Each module must be retardant, forward impeller fan, HEPA-Filter (99.99% efficient at .3 microns, DOP probed) and a 10 ft. power cord. The HEPA module must feature a universal power supply with a 24 VDC blower motor that will assure consistent performance under various electrical conditions (85-264VAC., 50/60Hz.). A microprocessor board should be included to adjust the blower speed to maintain constant airflow as the filter begins to load.

Each unit will also have various indicator lights located on the front of the HEPA module. There will need to be an on/off switch and indicator lights that illuminate if a malfunction occurs with the unit. These indicator lights should ignite to alert the operator to problems associated with the filter, doors, blower or control board. There should also be some type of visual indication as to the air changes per hour and the CFM of air moved at the individual cage level.

2. Automatic Watering Specifications
All materials must be non-corrosive and capable of withstanding autoclave temperatures up to 250 degrees Fahrenheit @ 15 PSI.
Piping will be heavy wall welded and drawn series 316 stainless steel, .437 OD X .035” wall. No bend will have a radius of less than 1-1/2”

Piping connectors will be series 300 stainless steel and must employ slip on fluorocarbon elastomer O-rings (or equivalent) two at either end. Connector penetration into piping must be at least .625” to ensure maximum stability.

Manifolds will be attached to the rack, using series 300 stainless steel clamps and hardware, with support at least every 20 inches horizontally.

Manifolds will be standard serpentine “S” flow, from top to bottom, with one inlet and one drain outlet. Optional is the “Reverse S” design, with top drain/vent fitting.

The upper terminus of the manifold will be equipped with a series 300 universal design stainless steel male quick disconnect plug complete with dust cap with chain attachment.

The Manifold Drain Valve will be a series 300, two piece drain cock, equipped with an “E” ring safety fitting to prevent the loss of the inner workings or the equivalent of.

Valve-to Manifold connection will be made using a series 316 stainless steel quick disconnect locking female, mechanically connected to the tubing via mechanical screw insert and EPDM seal. The Drinking Valve L-2000 or equivalent, will be removable from the female quick-disconnect for ease of sanitizing and quick change purpose.

Small animal drinking valves will be a SE Labs Mini-LIXIT L-2000 Valve (or equivalent) with front mounted Teflon disc to prevent bedding from entering the valves internal mechanism.

The SE Labs Mini-Lixit (or equivalent) must be constructed from series 316 stainless steel.

All standard valve seals will be made from EPDM compound and able to withstand autoclave temperatures up to 250 degrees Fahrenheit @ 15 PSI.

All SE Labs valves (or equivalent) will employ a valve core assembly, consisting of valve lever, compression spring and valve
seal. The valve core assembly must be easily removable for replacement and cleaning.

All SE Labs valves (or equivalent) will be complete with series 300 stainless steel screen at the inlet to the valve.

All valves must positively seat, with zero leakage with out water pressure and must function through a pressure range of between 0.5 and 15 PSI, without causing alarm or deprivation to the animal

All valves are designed to accommodate one operating pressure within the animal facility.

All valves must emit water upon actuation of the Valve Lever, up, down, or sideways by the animal

3. Mechanical Operation
The automated water valve assembly will be operated by an automatic, spring loaded lock mechanism located at the bottom right side of each housing unit or equivalent in connection. Correct docking to the air and water grommets will be achieved by placing the unit within the channel or cage guide. This operation must automatically open the locking mechanism (allowing for both hands to remain on the cage) permitting the unit to slide to the air and water systems.

Proper docking will be accomplished by gently sliding the cage unit to the back of the cage guide channel. Air and water activation will occur when the front to rear travel stops. When the cage is in position, positive locking will need to be achieved by the swing lock engaging and holding it securely in place to the air and water grommet. Disengagement from the System needs to be achieved by being able to place both hands on the cage unit with one hand opening the lock mechanism and pulling the cage away from the rack.

A visual positive lock indicator will be needed to assure that the cage is properly docked to the air and water grommet. This will be achieved by a colored indicator tab located on the swing lock mechanism or equivalent. The indicator will display in the event that the cage is not docked correctly to the air and water manifold.

Overall Dimensions of the rack (without the HEPA Module) will need to be 70 inches wide, 31.75 inches deep and 79 inches high or
equivalent to achieve the same density of caging per square footage of floor space.

4. Documentation
All Micro-Barrier housing units must have operation Manual included with each rack. This manual should include the following.
- Cover page with model and serial numbers
- General information concerning registration, service policy and service
- Description of air supply and certification.
- Description of operation including washing, start up procedure, cage alignment, post installation inspection, automated water usage and cage manipulation.
- Maintenance items and schedules of all systems including; blowers, filters, rack systems and automated water.
- Specification of rack and blower details.
- Corrective maintenance procedures
- Listings of all accessories and parts

5. Installation and Training
All Environmental systems will be installed and functioning as specified “on site” upon receipt by the user.

Installation and training will be conducted by an authorized technical representative of the manufacturer and will include the following:
- Installation of the HEPA blower system to the rack
- Testing of all cages on each rack for proper airflow as specified in the Operating Manual. Reports will be required before shipment
- Instruction by representative to technicians on startup procedures, service and preventive maintenance.

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 Goods and 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 financial proposal;
D. The contractual terms which would govern the relationship between the University and the Selected Firm;

E. 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. Goods
   State the firm’s ability to provide the Goods as described in Section II, Scope of Goods and Services. Provide a brief history of the firm and its experience, qualifications and success in providing these Goods.

B. Financial Proposal
   1. Provide pricing and delivery for the following:
      
      | Item                                      | Unit | Quantity | Unit Price | Total Amount |
      |-------------------------------------------|------|----------|------------|--------------|
      | Ventilated rat racks, including documentation | EA   | 24       |            |              |
      | Ventilated mouse racks, including documentation | EA   | 18       |            |              |
      | Installation (indicate number of days needed) |      |          |            |              |
      | Training (indicate number of days provided) |      |          |            |              |

   2. Any travel related expenses must be in accordance with University policy.
   3. Indicate delivery time after receipt of order.
   4. Ownership transfer at FOB Destination. Pricing above to include all freight expenses.

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; and
   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. Minority Status
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 firm, 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.

V. Deadline for Receipt of Questions
Any questions concerning this RFP will be directed to Victoria Carter 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.

The deadline for receipt of questions is Monday, February 11, 2002.

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., Tuesday, February 26, 2002. Four copies of each proposal must be provided.

Any questions concerning this RFP will be directed to Victoria Carter 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.

Victoria Carter, CPCM, Senior Buyer
Telephone: (434) 924-4215
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: vacarter@virginia.edu
VII. Procurement Schedule

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP</td>
<td>01/28/02</td>
</tr>
<tr>
<td>Deadline for Receipt of Questions</td>
<td>02/11/02</td>
</tr>
<tr>
<td>Deadline for Receipt of Proposals</td>
<td>02/26/02</td>
</tr>
<tr>
<td>Negotiations:</td>
<td>03/11/02</td>
</tr>
<tr>
<td>Contract Award:</td>
<td>03/25/02</td>
</tr>
</tbody>
</table>
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 11-51 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 11-35.1D, 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 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 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 §§ 2.1-811 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 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 and as specified by the University 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 one additional one-year term. 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 the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.
G. Termination
If the Selected Firm fails to provide quality Goods and 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 the Agreement by giving 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.

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, with an insurance carrier that is rated not less than A- by A. M. Best.

Commercial Automobile Liability:
The Selected Firm and any Subcontractor will maintain a comprehensive automobile liability policy with a combined single liability limit of not less than
$500,000 per occurrence for “any auto”, with an insurance carrier that is rated not less than A- by A. M. Best.

Worker’s Compensation
The Selected Firm will comply with all federal regulations pertaining to Worker’s Compensation Requirements for insured or self-insured programs.

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). A current list of VASCUPP members can be found on Procurement Services web site at: http://www.virginia.edu/procurement/RelatedLinks.html, and 3) City of Charlottesville and County of Albemarle. 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 Goods and Services will be paid Net 30 days after receipt and University approval of invoice or receipt of the Goods whichever is later.
O. Cancellation of Agreement
The University reserves the right to cancel a resulting 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. Minority Business Reporting
The Selected Firm 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 Firm 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 Firm 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 Firm has contracted over the specified quarterly period.
- Contact person at the minority 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 minority 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](http://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 11-69 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 40202
   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.