Request for Proposal

Playground Equipment

April 2, 2004

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

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks an experienced firm to provide playground equipment. 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 to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth and the University encourage firms to provide for the
participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson’s spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University’s standing as a leader in education, research, and community service.

The over 23,500 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 12,000 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and graduates who have consistently been among the forefront of our nation’s shapers. At the University, our bright future is the direct result of our great history.

In support of the broad goals of the University, the University’s Housing Division (Housing) has established the following mission statement: The purpose of Housing is to support and complement the broad missions of the University. Housing should promote the University’s academic, cultural and social goals by providing a stable and well maintained living environment wherein students may freely associate as they pursue
academic goals, share cultural perspectives, and participate in a community characterized by academic inquiry, healthy social activity, and friendship.

A. Provide clean, comfortable and well-maintained living quarters at a moderate price.
B. Promote a learning environment within the residences.
C. Recognize student’s needs to develop as competent, independent, purposeful and socially adept citizens.
D. Foster resident’s exposure to differing academic interests and values as part of a broad learning experience.
E. Provide an array of services and accommodations supportive of an extensive and multi-faceted summer conference operation.

In support of these objectives, the University seeks an experienced firm to furnish all labor, materials, tools, and resources necessary to provide and install playground equipment at Copeley Hill I & II, University Gardens, Farrish Circle and Piedmont as outlined in this RFP.

III. Scope of Goods and Services

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

A. General Requirements
   1. Removal of existing in ground or not in ground equipment, including but not limited to, sand fall zone beams and excessive dirt and debris disposal.
   2. Reclamation of any area disturbed by the removal (finish grade, seeding and straw).
3. Installation of new equipment as per manufacturer’s instructions and specifications. Any deviation from manufacturers instructions will be cause for rejection unless previously approved by the University.

4. Finish landscaping of the areas. Does not include any plant material.

5. Hours of construction will be coordinated and approved by authorized University personnel. Normal working hours will be from 8:00 a.m. to 5:00 p.m. Monday–Friday. Other work hours will require prior approval through the authorized University personnel.

6. Any additional work performed outside the Scope of Services must be authorized by the University.

B. Warranty and ADA Standards
1. All equipment will conform to the most recent Consumer Product Safety Commission (CPSC), American Society for Testing and Materials (ASTM) and International Play Equipment Manufacturers Association (IPEMA) warranty and standards specifications.

2. All equipment will comply with the American Disabilities Act (ADA) regulations applicable to playground equipment.

C. Staffing Requirements
1. Selected Firm’s personnel will be appropriately trained and supervised.

2. Selected Firm’s personnel will wear appropriate attire at all times, complete with company name/logo.

3. Selected Firm’s personnel will be courteous and professional. The Selected Firm will be held responsible for employee conduct.

4. Vehicles will be properly identified and maintained in a neat and professional manner.

5. Selected Firm will provide sufficient work force and supervisory personnel to perform the specified services and to meet the requirements established in the RFP. Cost overruns are to be absorbed by the Firm.
6. Selected Firm will provide sufficient onsite supervisory personnel to ensure proper installation work is performed, and to provide close supervision and technical assistance to the workforce. The “onsite supervisor” will be a person designated to be at the work site and easily contacted by authorized University personnel.

D. Storage
1. Selected Firm will provide its own storage. Equipment is not to be stored in residential areas unless approved in advance by authorized University personnel.
2. The University will not be responsible for loss or damage to equipment, supplies, or tools.

E. Equipment - Copeley Hill I & II
1. Ground Preparation
   Remove and dispose of two wooden, single bay swing unit structures. Remove and dispose of swing set, see saw and small wood sandbox in satellite areas.
2. Minimum Requirements
   a. Play Structure
      • Two each, 45” x 45” platforms
      • Two each, molded “A” frame roofs
      • One 45” x 72” bi-level platform with transfer station with entry panel
      • Two each, small barrier panels
      • One curved chute slide with entry panel
      • One steps with metal handrails
      • One ramp with inclined ramp rails
      • One wave slide with entry panel
      • One oblique climber with entry panel
• One 6’ arch bridge with inclined ramp rails: clatter type bridges are not acceptable
• One 3’ crawl tube
• Two each, tires ground level and bus panel with entry panel
• Two each, steering wheels on platform
• One totem climber with handgrips
• One perceptual motor wall with t-grip entry panel

b. Play Structure (Satellite Area Building # 433 Seymour Road)
• One double bay swing unit with two strap seats and two surround seats
• One 6’ bench with backs constructed of recycled materials

c. Play Structure (Satellite Area Building # 499 Seymour Road)
• One double bay swing unit with two strap seats and two surround seats
• One 6’ bench with backs constructed of recycled materials

d. Play Structure (Satellite Area Buildings # 547 and #525 Seymour Road)
• One double bay swing unit with two strap seats and two surround seats
• One 6’ bench with backs constructed of recycled materials

e. Swing Unit:
• One double bay swing unit with two strap seats and two surround seats

f. Benches
• Two each, 6’ benches with backs constructed of recycled materials

g. Fall Zone Access Ramps
• One 10’ accessibility ramps up onto the fall zones

h. Fall Zone
- Full compliance applicable fall zones will be installed including areas under play structure and fall zones under swings
- Material will be comprised of suitable material according to CPSC guidelines for public playground safety

F. Equipment – University Gardens

1. Ground Preparation
   
   Remove and dispose of wood structure, triple bay swing unit, see saw, merry-go-round, dome climber, small wood sandbox, freestanding metal slide. Also in nearby area, remove and dispose of freestanding metal slide, single bay swing unit and see saw.

2. Minimum Requirements
   
   a. Play Structure
      
      - Two each, 45” x 45” platforms
      - Two each, molded “A” frame roofs
      - One 45”x 72” bi-level platform with transfer station with entry panel
      - Two each, small barrier panels
      - One curved chute slide with entry panel
      - One steps with metal handrails
      - One 6’ ramp with inclined ramp rails
      - One wave slide with entry panel
      - One oblique climber with entry panel
      - One 6’ arch bridge with inclined ramp rails, clatter type bridges are not acceptable
      - One 3’ crawl tube
      - Two each, tires ground level and bus panel
      - Two each, steering wheels on platform
      - One totem climber with hand grips
      - One perceptual motor wall with t-grip entry panel
b. Swing Unit
   • One triple bay swing unit with two strap seats and four surround seats

c. Benches
   • Two each, 6’ benches with backs constructed of recycled materials

d. Fall Zone Access Ramps
   • One 10’ accessibility ramps up onto the fall zones

e. Fall Zone
   • Full compliance applicable fall zones will be installed including areas under play structure and fall zones under swings
   • Material will be comprised of suitable material according to CPSC guidelines for public playground safety

G. Equipment – Farrish Circle

1. Ground Preparation
   Remove and dispose of wood structure, dome climber, swing unit and small wood sandbox.

2. Minimum Requirements
   a. Play Structure
      • One 45” x 45” platforms
      • One molded “A” frame roofs
      • One 45”x 72” bi-level platform with transfer station with entry panel
      • Two each, small barrier panels
      • One curved chute slide with entry panel
      • One 6’ ramp with inclined ramp rails
      • One wave slide with entry panel
      • One oblique climber with entry panel
      • One 3’ crawl tube with entry panel
• Two each, tires ground level and bus panel with entry panel
• Two each, steering wheels on platform
• One perceptual motor wall with t-grip entry panel

b. Benches
• Two each, 6’ benches with back constructed of recycled materials

c. Swing Unit
• One double bay swing unit with two strap seats and two surround seats

d. Fall Zone and Access Ramps
• One 10’ accessibility ramps up onto the fall zones

e. Fall Zone
• Full compliance applicable fall zones will be installed including areas under play structure and fall zones under swings
• Material will be comprised of suitable material according to CPSC guidelines for public playground safety

H. Equipment – Piedmont

1. Ground Preparation
   Remove and dispose of wood structure, swing sets and spring toys in satellite areas.

2. Minimum Requirements
   a. Play Structure
      • Two each 45” x 45” platforms
      • Two each “A” frame roofs
      • Two each barrier panels
      • One 45”x 72” bi-level platform with transfer station with entry panel
      • One curved chute slide with entry panel
      • One steps with metal handrails
• One 6’ ramp with inclined ramp rails
• One wave slide with entry panel
• One oblique climber with entry panel
• One 6’ arch bridge, clatter type bridges are not acceptable
• One 3’ crawl tube
• Two each tires ground level and bus panel
• Two each steering wheels on platform
• One totem climber with hand grips
• One perceptual motor wall with t-grip entry panel

b. Swing Unit
• One Double Bay Swing Unit with two strap seats and two surround seats

c. Benches
• Two each 6’ benches with backs constructed of recycled materials

d. Fall Zone Access Ramps
• One 10’ accessibility ramps up onto the fall zones

e. Fall Zone
• Full compliance applicable fall zones will be installed including areas under play structure and fall zones under swings
• Material will be comprised of suitable material according to CPSC guidelines for public playground safety

I. Additional Miscellaneous Requirements
1. All line posts will be of a recycled product.
2. All borders are to comply with CPSC guidelines.
3. No natural wood is to be used.
4. Materials
• Standard products will be used from a manufacturer regularly engaged in the manufacture of play equipment products.
• Powder Coating: All steel and aluminum parts will be powder coated. All metal components will be free of excess weld and spatter and will be thoroughly cleaned, treated for corrosion resistance and thoroughly dried prior to powder coating.

• Rungs will not turn or twist. Rungs intended for climbing will have a slip resistance finish.

5. All hardware will be secured using a tamper proof tool to prevent unauthorized loosening or removal.

6. All plastic panels will be molded of ultraviolet (UV) and color stabilized polyethylene or nylon with a minimum 3/16” thickness.

7. All transfer point will meet ADA specifications.

8. Crawl tubes will be rotationally molded of linear low density polyethylene with built in ultraviolet (UV) light inhibitor.

9. Upon completion of assembly all warning labels will be visible and permanently attached.

10. All drilling of metal components will occur at the factory to facilitate proper coating of bare metal surfaces.

J. Contractor’s License

The Selected Firm must be a fully licensed Class A Contractor, licensed to do business in the Commonwealth of Virginia. The Selected Firm must maintain its Class A Contractor’s license throughout the length of any Agreement awarded in association with this RFP.

K. Documentation

1. Proposed as-built drawings for each area

2. Warranty and ADA standards specifications

3. Maintenance/Service manuals and parts list
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 in providing playground equipment for the Housing Division 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 Firm; 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. Operations

1. Describe how the firm plans to provide playground equipment, which is the primary goal of this RFP.

2. Provide a plan of operation to achieve the objectives set forth in Section III, Scope of Goods and Services.
3. Describe the level of knowledge the firm currently possesses about the University and how it would enhance and maintain that knowledge if it is chosen as the Selected Firm.

4. Describe the firm's expertise in providing playground equipment.

5. Describe the firm's plan for customer service and technical support.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in playground equipment.

2. Provide information on those individuals assigned to work with the University including a description of their experience in providing these services and ability to build a successful relationship with Housing’s administration.

3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.

4. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
   b. Length of service at the account
   c. Reason for the loss

5. Provide a copy of the firm's most recent audited financial statements.

6. Provide a copy of the firm’s Commonwealth of Virginia Class A contractor’s license.

7. Provide copies of certifications from CPSC, ASTM and IPEMA for all equipment as well as evidence that install will meet ADA requirements.

C. Financial Proposal

1. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.

2. Describe the firm’s fees by playground equipment type and timeline for providing the required Goods and Services. Include all applicable hourly
and mileage rates. The proposed fee must include all travel and other reimbursable expenses.

3. State the firm's capability for accepting electronic payments through Electronic Data Interchange (EDI) or Automated Clearing House (ACH) and any additional discounts that may result from paying electronically. Information about the Commonwealth of Virginia’s Financial Electronic Data Interchange (FEDI) program is available on this web site: http://www.doa.state.va.us/procedures/GeneralAccounting/EDI/edinew.htm

D. Contractual Arrangements

1. Provide the University with any form or contract the University may be requested to sign.

2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.

3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.

E. Site Visits

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

F. Small, Women-owned and Minority-owned (SWAM) Business

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

- **Small Business** means a corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, and has fewer than 100 employees or less than $1,000,000 in annual gross receipts.
**Women-owned business** means a business concern that is at least 51 percent owned by a non-ethnic woman or women (a minority woman is considered as a minority) who are U.S. citizens and who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management of the business. “Ownership” in this context includes stock ownership.

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

If the firm is not a SWAM firm, describe the firm’s partnering relationships with SWAM firms and how it plans to support the University’s goal to increase business annually by 5% with these firms.

**G. Other Information**

Provide any other information which the University should consider in evaluating the firm's proposal.
VI. Information about this RFP

A. Procurement Schedule

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

Issue Date of RFP:   04/02/04  
Preproposal Conference:  04/19/04  
Deadline for Receipt of Proposals:  05/03/04  
Oral Presentations:   06/02/04  
Negotiations:  06/09/04  
Contract Award:   07/16/04  

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:
Procurement Services  
University of Virginia  
1001 North Emmet Street  
P.O. Box 400202  
Charlottesville, Virginia  22904-4202  

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

Any questions concerning this RFP will be directed to Lori Ponton as listed above and not to any other person at the University. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference

A conference for firms receiving this RFP will be held on Monday, April 19, 2004 at 2:00 p.m. a.m. in University Housing’s Page Conference Room, McCormick Road, Charlottesville, Virginia (map viewed at this web site: http://www.virginia.edu/Map/). Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may
be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Becky Sims either by email (pur-rfp@virginia.edu) or telephone (434-924-1346), no later than 3:00 p.m. DST on Thursday, April 15, 2004 of the names, titles, and phone numbers of the individuals who will attend.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m., Monday, May 3, 2004. Eight copies of each proposal must be provided in individual, bound volumes.

E. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Oral presentations are tentatively scheduled for June 2, 2004. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are scheduled for June 9, 2004.

F. Communications Between the University and the firms Regarding This RFP

Informal Communications
From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, informal communications
regarding this procurement will cease. Informal communications will include but not be limited to:

1. Requests from the firms to any department at the University, with the exception of Procurement Services for information, comments, speculation, etc.;

2. Requests from any department at the University, or any employee of the University, with the exception of Procurement Services for information, comments, speculation, etc.

Formal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement Services. Formal communications will include but not be limited to:

1. Preproposal Conference
2. Oral presentations
3. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm

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 Firm by either of these methods:
1. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal submitted in response to it and/or any addenda submitted during the negotiation process; or
2. Execute a mutually satisfactory written agreement based on this RFP, the proposal submitted, and the negotiations concerning these.
3. If the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that firm.

Because the University may use alternative (1) above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal
The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the
provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions

Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.


Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.
I. Rejection of Proposals
The University reserves the right to reject any or all proposals received.
Nonacceptance of a firm's proposal will mean that one or more proposals were
deemed more advantageous to the University or that all proposals were rejected.
Firms whose proposals are not accepted will be notified after a binding
contractual agreement between the University and the Selected Firm exists, or
when the University rejects all proposals.

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

Mandatory Contractual Provisions

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

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

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

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

All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below.

If to the University:
Eric N. Denby, C. P. M.
Director of Procurement Services
Carruthers Hall
University of Virginia
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

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

G. Worker's Compensation and Employers Liability

The Selected Firm will comply with all federal or state laws and regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs.
H. Drug-Free Workplace

The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

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

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

I. Information Technology Access Act

In accordance with §§ 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:
• Effective, interactive control and use of the Technology will be readily achievable by non-visual means;

• Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

• Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and

• Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

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

Unless expressly agreed to the contrary in writing, all goods, products, materials documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University, and the Selected Firm warrants to the University that the University will own all copyrights thereto and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims.

K. eVA Business To Government Registration

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. Selected Firm(s) are required to register in the eVA Internet e-procurement solution prior to an award being made.
Attachment 2
Preferred Contractual Provisions

A. Goods and Services
During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement
The term of this Agreement will begin on execution date of the Agreement and remain in effect until all services are complete.

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

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

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

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

K. Insurance

Listed below is the insurance 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 provide a minimum combined single Limit of Liability for bodily injury and property damage of $2,000,000 per occurrence with coverage for the following coverage:

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

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with the following coverages for vehicles operated by their employees.

- {X} Any Automobile  {X} Additional Insured

Additional Insured:

The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents."
L. Use of Agreement by Third Parties

In accordance with 2.2-4304 of the Code of Virginia, these organizations may have access to any Agreement resulting from this RFP to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP member institutions include: College of William and Mary, George Mason University, James Madison University, Old Dominion University, Radford University, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, and Virginia Polytechnic Institute and State University. A list of all other Virginia Public Colleges and Universities is available at http://www.ExploreVirginiaColleges.com/. In addition, access to the Agreement may also be extended to 1) Any University related foundation, and 2) City of Charlottesville and County of Albemarle. Potentially, other member schools of the Atlantic Coast Conference (ACC) may also have access to any Agreement resulting from this RFP if such access is confirmed by the University. The other ACC member schools who may potentially participate are: Clemson University; Duke University; Emory University, Florida State University; Georgia Institute of Technology, North Carolina State University; University of Maryland, University of North Carolina; Wake Forest University, and Wake Forest University Health Sciences.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the public bodies indicated above to purchase at the fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such institutions accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all VASCUPP member institutions and public institutions accessing the Agreement. Participating public bodies will place their own orders directly with the Selected Firm and will fully and independently administer use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other
participating public body as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any VASCUPP member institution, or other public body and will not be considered in default of the Agreement no matter the circumstances.

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

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

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

The quarterly SWAM business reports will contain this information:

- SWAM firm’s name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University’s account.
Attachment 3
Procedure for Resolution of Contractual Claims

Section 2.2-4363 of the Virginia Public Procurement Act requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment, however, written notice of the contractor's intention to file such a claim will have been given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

A. The Selected Firm must provide the written claim to:
   Assistant Director of Procurement Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia  22904-4202

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

C. Upon receiving the written claim, the Assistant Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.
D. The Assistant Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm may appeal the decision to:
   
   Director of Procurement Services  
   University of Virginia  
   Carruthers Hall  
   1001 North Emmet Street  
   P.O. Box 400202  
   Charlottesville, Virginia 22904-4202

   by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

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

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