National Youth Leadership Initiative Web Design and Hosting Services

June 5, 2003

Issued by
Procurement Services
Charlottesville, Virginia
# National Youth Leadership Initiative Web Design and Hosting Services

## Request for Proposal #VC060503

June 5, 2003

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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 web design services for the National Youth Leadership Initiative (YLI), a signature program at the Center for Politics. 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.

The Center for Politics ("Center") was founded in 1998 by Larry J. Sabato at the University as an interdisciplinary, nonpartisan, nonprofit organization dedicated to the proposition that government works better when politics works better and its corollary that
politics works better when citizens are informed and active participants. The goals of the Center are:

- To be recognized as the leading institution on politics;
- To seek and evaluate best practices in civic education;
- To develop and promote classroom resources for elementary, secondary, and higher education;
- To raise awareness and understanding of politics through events and publications;
- To serve as a complete political resource for students, teachers, journalists, elected officials, and the general public.

The National Youth Leadership Initiative (YLI) at the University of Virginia’s Center for Politics is a comprehensive national effort to use research in the development of practical resources for teaching civic engagement and political involvement. The program combines academic research with the experience of politicians to teach young people about the importance of politics in American democracy.

Developed to fill a void in the K-12 classroom, the program offers civic-related resources and social studies course units that are specifically linked to each state’s unique academic curriculum standards, with a particular focus on political participation as a necessary component of civic education.

The YLI began as a pilot project with fourteen schools in central Virginia; the program has now expanded to all 50 states. Today, more than a half-million students at more than 2,500 schools nationwide have used the resources of the program, indicating not only a dearth of such materials, but also a clear desire on the part of educators for quality civic education resources. Today, the program represents the largest effort on the part of any college or university in the nation to develop and distribute teaching resources and large-scale student activities designed around civic education. Participation in YLI is open and free to middle and high school civic teachers. Within the United States there are more
than 95,000 public elementary and secondary schools and more than 26,000 private schools in 17,000 school districts nationwide. Obviously, there is a significant opportunity for future growth, and the YLI website must be scalable for anticipated future expansion to accommodate additional schools, potentially hundreds of thousands of new student participants, and new programmatic activities as they are developed.

In support of its mission and in an effort to maintain the highest quality services for its customers, the Center’s YLI seeks an experienced firm to provide web design and hosting services. This will be a collaborative effort between the Selected Firm and the staff of the Center.

It is the Center’s intent to enter into an Agreement resulting from this RFP with the Selected Firm to design and make completely operable a site on the World Wide Web (www) for the YLI.

The YLI offers a rigorous teacher-developed academic curriculum that is based on each state's unique academic standards in history, social studies, civics, technology and government. All classroom materials are offered free as a resource to participating school systems. These lesson plans are downloaded from the YLI web site and may be used in classrooms at the discretion of each participating teacher.

In addition to classroom materials, the YLI offers several large-scale national student simulations, an internet-based Mock Election and an online Congressional simulation. The YLI conducts the largest on-line mock election in the nation using electronic cyber-ballots. In the fall of 2002, YLI conducted Mock Elections in all 50 states featuring ballots that were specifically tailored to each student's home-voting location. The 2002 ballots featured Congressional races for every legislative district as well as other statewide races for Governor and U.S. Senate based on each state’s election cycle. Nearly 70,000 students participated casting more than 250,000 votes online over a ten-day period.
YLI also offers an electronic youth congress, an innovative resource for classroom teachers that helps students understand the complexities of the legislative process. Throughout the simulation, students play the role of a U.S. Representative and their job is to pass legislation. To be successful, they must research contemporary issues, draft original legislation, debate its merits during committee sessions and work to move their bill to the House Floor. In contrast to traditional mock congresses, students use innovative technology throughout the simulation to interact with their legislators and to connect with their peers around the country. Over 230 teachers from 281 schools in 40 states and the District of Columbia participated in the 2003 e-Congress. Their students submitted over 3,000 bills online and cast more than 150,000 votes during this time period.

YLI also intends to offer an electronic version of the traditional American town square where any visitor to the site can access information on elected officials. Users may visit the subsections of the YLI Town Square to access contact information for federal or state elected officials.

III. Scope of Services

It is the University's intent to enter into an Agreement with the Selected Firm for web design services to include those 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 services outlined in this section.
A. Technical Specifications

1. The web site will be a large (the current site has approximately 200 "pages" (http://www.youthleadership.net), high volume interactive site that will be accessed by multiple audiences including students voting and participating in online activities, teachers interested in participating in programs, conferences, institutes, courses, seminars, and workshops offered by the YLI and the Center, and the general public simultaneously and without delay. The web site will have the following characteristics:

a. Operate in both Netscape and Internet Explorer environments and must be available across various platforms, i.e. PC, Macintosh, Unix.

b. Provide a registration component with accessible databases that may be sorted according to registration information collected.

c. Construct and maintain databases that allow YLI staff to interact with participating teachers and manage multiple components of online simulations.

d. Be user friendly in its functions and design.

e. Graphically appealing and reflect current design standards.

f. Reside on servers that are capable of handling periods of extremely high volume.

g. Compatible with, and accessible to, public schools across the nation.

h. Proper consideration will be given to the limitations of public schools to access and utilize the site and appropriate steps will be taken to ensure functionality given firewalls and other restrictions.

i. Contain information on how to navigate with the web site and will be capable of providing printable forms.

j. Contain a search function for searching the web site and database(s).

k. Able to be easily and frequently updated from multiple locations by the University.
1. Allow students to communicate with elected representatives via email using the website.

2. The Selected Firm will have experience working in the K-12 public school environment, specifically as it relates to dealing with the problems created by firewalls, cached databases etc.

3. The Selected Firm will have demonstrated experience with development of secure, high-volume, interactive web sites, web site accessible databases, database design and implementation.

4. The Selected Firm will have experience in using the World Wide Web as a marketing tool for recruiting individuals into programs and activities.

5. The Selected Firm will conduct a needs assessment, design the web site database and interface, test the web site and final implementation of the web site.

6. The Selected Firm will have experience in designing and maintaining sophisticated interactive online simulations and gaming involving large numbers of simultaneous users.

7. The Selected Firm will have experience in developing and conducting secure, online voting that offers multiple ballot styles to unique users nationwide.

8. The Selected Firm will be accessible at all times to YLI staff and teachers.

B. Development Cycle

The web site development project will be structured in two phases, each with four sub phases. The first phase is the development of the registration components, database management, the classroom section and the online mock election exercise. The first phase, and accompanying four sub phases of the website development must be delivered prior to August 15, 2003. Phase Two is the development of the e-Congress exercise, and all remaining components not
included in Phase One. Phase Two and the accompanying four sub phases must be delivered by prior to December 31, 2003. The phases of the project are:

Phase One: Registration, Classroom, Database Management, and Online Mock Election components

Sub Phase One: Define Requirements
- Define user and content requirements
- Define and develop system requirements and specifications documents
- Define web server hardware and software requirements for maximum scalability
- Define and develop database requirements for maximum scalability
- Determine the phased approach for specific functionally
- Determine the appropriate software development methodology for the project.

Sub Phase Two: Design
- Design the user interface
- Assume existing database
- Design web to database interface
- Design server platform infrastructure and determine system architecture
- Design fail over mechanism to ensure 24 hours a day, seven days per week operability
- Establish and report server administrative procedures

Sub Phase Three: Software Coding and Testing
- Create and provide documentation for web site framework
- Develop and provide documentation for the database
- Develop and document client/user code, html code and database access code
- Develop and provide documentation for content conversion routines
• Develop and completely test the environment from individual models to complete system test

Sub Phase Four: Implementation
• Deploy production web site on the University’s Continuing Education’s server(s)
• Test production web site
• Implement back-up procedures
• Set-up maintenance support mechanism
• Roll out to public

Phase Two: E-Congress, etc.
Sub Phase One: Define Requirements
• Define user and content requirements
• Define and develop system requirements and specifications documents
• Define Web server hardware and software requirements for maximum scalability
• Define and develop database requirements for maximum scalability
• Determine the phased approach for specific functionally
• Determine the appropriate software development methodology for the project.

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• Design the user interface
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Sub Phase Four: Implementation

- Deploy production web site on the University’s Continuing Education’s server(s)
- Test production web site
- Implement back-up procedures
- Set-up maintenance support mechanism
- Roll out to public

C. Maintenance

1. Consulting Services

The Selected Firm will provide consulting services to the University identifying human and capital resources needed to maintain the web site as its being created. In addition, the Selected Firm will be asked to make recommendations necessary as to further develop the web site beyond the scope of this project.
2. Reporting Services
The Selected Firm will provide on no less than a monthly basis, the following:
   a. Web statistics
      • top requested files, top referring URL’s, and top domains.
   b. Project Management
      • track the number of billable hours and personnel using
      • scope of work performed
      • notification when the University hits 75% of its projected budget allotted for that month

IV. Basis of Selection
A. The University will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:
   1. The firm's plan to assist the University to meet its goals for web design services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Services;
   2. The Firm’s timeline for implementation and final delivery of the fully functioning website.
   3. The firm's relevant experience in U. S. public schools, qualifications and success in providing the goods and services outlined in this RFP;
   4. The firm's references from institutions of higher education, civic education organizations, and clients which are comparable to the University;
   5. The firm's financial proposal including the overall website design fee, service fees, training fees, support capabilities and other related fees.
   6. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
   7. The contractual terms which would govern the relationship between the University and the Selected Firm; and
8. 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. Services

1. State the firm's ability to provide web design services which is the primary requirement of this RFP.

2. Describe in detail how the firm plans to provide the services as described in Section II, Background Discussion and Section III, Scope of Services including Section A, Technical Specifications, Section B, Development Cycle, and Section C, Maintenance Services.

3. Describe in detail how the firm intends to ensure continued functionality of web site and web hosting after delivery date.

4. State the firm’s ability to provide one-on-one web site training for ongoing maintenance and administration of the site.

5. Describe the firm’s method of providing training updates.

6. Describe the firm’s ability to work with the University on other factors relevant to satisfying the University and the Center’s and the YLI in the development of its web site.

7. Provide a timeline that addresses each phase of the project. The timeline will begin at the time of award and end at delivery of the fully functioning website.

8. Describe how the firm will accommodate growth of web site and web services, including the possible addition of new services.
9. Specify any proprietary software including middleware, which the firm may use in developing the website database, deploying and maintaining the site.

10. Describe how the site will be developed to permit YLI staff to add and/or post content, pictures, reminders, staff updates, programmatic changes, etc. in a user-friendly manner, and what steps the firm will take to develop a web site that minimizes the need for the firm’s “technical expertise” to update content.

11. Describe how the Selected Firm will provide customer support and responsiveness to YLI staff during periods of high volume usage. For example, voting in the 10 day YLI mock election and the five-day e-Congress voting periods.

12. Describe the firm’s experience in database management as well as client-friendly data application tools that enable the client to access all information and communicate with respective constituencies.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience and expertise, qualification and success in providing the requested services as described in Section II, Background Discussion and Section III, Scope of Services, including Section A, Technical Specifications, Section B, Development Cycle, and Section C, Maintenance.

2. Describe the experience and the role of the individual(s) who will be responsible for the University's account.

3. Provide at least six references (project sponsor and technical contact for each, if not the same) where the firm was primary developer and explain the role. References should be comparable to the University, include the name and telephone number of contact person for each reference, which the University may call. Include the customized web site address for each.

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. A copy of the firm's most recent audited financial statements.

C. Financial Proposal

1. Describe how the University will be charged for the web design and hosting services. The Selected Firm will provide an itemized list and total of the firm’s proposed fees for providing the required services. Fees should describe all relevant services that correspond and proposed number of billable hours that correspond.

2. Indicate all fees, which are one-time development fees and any other fees that may be associated with updates or training.

3. Describe how the University will be charged for web site maintenance.

4. Include any additional discounts available for early payment of invoices.

5. Describe how the University will benefit from cost savings by accepting the firm's proposal.

6. State the firm's capability for accepting electronic payments through Electronic Data Interchange (EDI) or Automated Clearing House (ACH) and any additional discounts that may result from paying electronically. 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.

7. Any anticipated travel related expenses must be included and be in compliance with the University’s travel expenditures policy.

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. 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 award 5% of its business to these firms.

F. 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: 06/05/03
Preproposal Conference: 06/18/03
Deadline for Receipt of Proposals: 06/26/03
Oral Presentations: 07/09/03
Negotiations: 07/16/03
Contract Award: 08/15/03

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: Victoria A. Carter, C.P.C.M., Major Procurements Manager
Telephone: (434) 924-4215
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: vacarter@virginia.edu

Any questions concerning this RFP will be directed to Victoria Carter 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 Wednesday, June 18, 2003, 3:30 p.m. in South Meeting Room, Newcomb Hall, Charlottesville, Virginia (map viewed at this web site: [http://www.virginia.edu/Map](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 Monday, June 16, 2003 of the names, titles, and phone numbers of the individuals who will attend.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m., Thursday, June 26, 2003. Six copies of each proposal must be provided in individual, bound volumes.

E. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its
proposal. Oral presentations are tentatively scheduled for Wednesday, July 9, 2003. 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 Wednesday, July 16, 2003.

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.
Preferred Contractual Provisions

A. Services
During the term of this Agreement, the Selected Firm will provide for the University the 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 be for two years, with an option for renewal by the University, if agreeable to the Selected Firm on the same terms and conditions, for two additional one-year terms. 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 or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

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

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

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

K. Insurance
Listed below is the insurance which the Selected Firm must maintain under any Agreement resulting from this RFP. Each Firm will propose insurance which meets or exceeds the needs of the University. No Agreement will be executed by the University until the Firm satisfies the insurance requirements of the University. The Selected Firm 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.

Commercial/Comprehensive General Liability:
The Selected Firm and any Subcontractor will provide a minimum Limit of Liability for bodily injury and property damage of $300,000 per person/occurrence with coverage for:
{x} Premises/Operations

Additional Insured:
If the University requests to be named as an Additional Insured, 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
If agreeable with the Selected Firm, these organizations may have access to any Agreement resulting from this RFP: 1) Any University related foundation, and 2) Any institution of higher education which is a member of the Virginia Association of State College and University Purchasing Professionals (VASCUPP). The current list of VASCUPP members is: College of William and Mary, George Mason University,
James Madison University, Old Dominion University, Radford University, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, and Virginia Polytechnic Institute and State University, and 3) City of Charlottesville and County of Albemarle. Potentially, other member schools of the Atlantic Coast Conference (ACC) may also have access to any Agreement resulting from this RFP if such access is confirmed by the University. The other ACC member schools who may potentially participate are: Clemson University; Duke University; Emory University, Florida State University; Georgia Institute of Technology, North Carolina State University; University of North Carolina; University of Maryland; Wake Forest University, and Wake Forest University Health Sciences. The Selected Firm will respond promptly to a request from any of these organizations for access to the Agreement, but is NOT required to enter into an equivalent agreement with the organization. A Firm's willingness to provide this access to these organizations will not be a consideration in awarding this RFP. Although the organizations may have access to the Agreement, their entry into any equivalent agreement with the Selected Firm is strictly optional.

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

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

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

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

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

Q. Ownership of Artwork
The Selected Firm will agree that all artwork, negatives, dies, overlays, mechanical or similar material used to produce the University’s website will be the property of the University and will be returned to the University upon request.
R. Ownership of Content and Site
All rights, title, and interest in and to the content to be included within the development and implementation of the YLI web site, the specifications, graphic art, logos, logo treatment, font treatment, any trademarks, all source codes and coding, trade names, characters, the look and feel of the CD and web site, including without limitation, all copyrights, trademarks, trade names and other proprietary rights inherent therein or appurtenant thereto (collectively, the “UVA materials”) are owned and retained exclusively by the University/

S. Use of University Materials
The Selected Firm will not use the University’s materials or any portion thereof for any purpose other than that of fulfilling the Selected Firm’s obligations under this RFP and its resulting Agreement. The University’s materials and any portion thereof may not be used, disclosed, transmitted, transferred, sold, assigned, leased or otherwise disposed of, or made available for access by third parties, or be commercially exploited by or on behalf of the Selected Firm, its employees or agents, except as expressly provided by this RFP and its resulting Agreement.

T. 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.

U. 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.
Procedure for Resolution of Contractual Claims

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

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

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

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

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

E. The Selected Firm may appeal the decision to:

   Director of Procurement Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia  22904-4202

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

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

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