Printer’s Management and Accounting System

December 20, 2000
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Printer’s Management and Accounting System
Request for Proposal Number #VC122000
December 20, 2000

This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. It is the firm’s responsibility to ensure that the entire RFP package has been reviewed prior to the firm’s submittal of a proposal. We encourage you to check the web site frequently for any changes prior to the submittal date. To receive a hard copy of the RFP or addenda (which will be identical to those posted on the web site unless otherwise noted), contact Becky Sims, Contracts Administrator, at 804-924-4530 or email pur-rfp@virginia.edu. For additional public posting information consult Procurement Services web site at http://www.virginia.edu/procurement_new/publicpostings/rfp/RFP.htm For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP.

I. Overview of the RFP Process

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

II. Background Discussion and Goals of the University

The University of Virginia, founded by Thomas Jefferson in 1819, is located in Charlottesville, Virginia. A public institution of higher education, the University is charged with teaching, research, public service and patient care. The University has an undergraduate student enrollment of approximately 12,400 and a graduate enrollment of 5,800. U.S. News and World Report has consistently ranked the University as one of the top public institutions among the nation’s top 25 research universities, and among the “best buys” in higher education. The University was awarded over $187 million total research dollars in fiscal year 1999.

The University’s Printing and Copying Services Department (Department) exists to provide a wide range of printing, copying, graphic design, mail preparation and related services to the University community. The Department’s in-plant Printing Division seeks an experienced firm to provide a fully integrated printer’s management and accounting system (System). This System should allow the Department to automate and streamline its operations and more efficiently track and account for all goods and services provided to its customers. The System should also allow for expansion of services and the use of e-commerce.

The University is currently using a Hagen Printer’s Management System (PMS). The existing system is used to track all printing and mail preparation jobs from the point of quotation and/or
order entry through customer billing and job archiving, as well as to maintain full accrual accounting of all revenues and expenditures of the division. The shop floor data collection module currently uses 16 keypads for production time and material entry. In addition to the production area keypads, 14 PC’s currently access the PMS server via a client software interface. All modules of the system, including accounting, are integrated and supported by one vendor.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm for a System 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.

For purposes of this RFP, a fully integrated system will be defined as one where all functions/modules are seamlessly connected within the same database or family of databases, and where related information is readily available via real-time links between these functions/modules.

The System must be designed using an open database, and all functions/modules must be fully integrated as defined above. The System’s user interfaces should be fully compatible with PC based Windows operating systems. The System must be able to support the following minimum functions:

- Estimating and Quoting of jobs
- Order Entry
- Scheduling
- Shop Floor Data Collection
- Shop Management and Job Tracking
- Inventory Management
- Shipping and Delivery
- Purchasing
- Financial Accounting (General Ledger, Accounts Receivable, Accounts Payable)
• Cost Accounting and Cost Center Costing
• Reporting

In addition, the System must be fully capable of handling a virtually unlimited number of individual 27 character (31 including dashes) expandable alpha-numeric charge back codes (PTAE0) for use in identifying other University departments. The System must be capable of exporting this and all applicable billing information in a flat file format for upload to the University’s Oracle Applications system to effect billing and funds transfer between Printing and Copying Services and other University departments. A draft of the file format and potential required data will be provided to vendors chosen for demonstrations of their proposed System(s).

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 to provide a printer’s management and accounting system (“Systems”) 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 of Virginia.

A. Operations

The Proposing Firm will:

1. Provide full documentation and specifications of the proposed system, to include server and workstation minimum hardware and operating system requirements, full specifications of any proprietary hardware included as part of the proposal, if any, and a listing of any third-party software included in the proposal or to be provided separately by the University.

2. Provide six user manuals.

3. Describe and discuss the following in relation to the proposed System:
   a. Each function/module included.
   b. Flow of job information.
   c. Integration and identification of real-time links between the various functions/modules, including accounting and shop functions/modules.
   d. Levels of security provided.
   e. Accessibility and type of historical data maintained by the System, including any limitations of the System in relation to maintaining multiple periods of archived data.
   f. Reporting capabilities (provide sample reports), including the ability to create user-defined reports.
g. Ability to comply with the University’s PTAEO and billing requirements and identify what Graphics User Interface (GUI) field is proposed for entry and storage of the PTAEO.

h. Ability to interface with the Microsoft suite of products.

i. Management and operator access to job data.

j. Retrieval of historical job and account information.

k. Shop floor data collection, including optional data entry devices proposed.

l. Ability to track and cost materials and labor on jobs where unmanned equipment are used (ex. imagesetter, color proofer, mail tabbing and addressing equipment).

m. Ability to handle multi-divisional and consolidation accounting and reporting.

n. Ability to track hourly cost center costs.

o. E-commerce capabilities.

p. Import and interface capabilities with other database systems and file formats required for such import of information to the System.

q. Ability to interface with MacIntosh systems.

r. Ability to run on the University’s existing ethernet network system.

4. Describe the plan to provide support and maintenance services for the System to the University, including level of support, guaranteed response time, and hours of telephone support availability.

5. Describe the training program, which would be provided to the University, including the availability of on-site training.

6. Discuss the Firm’s ability to retrieve and import historical data from existing Hagen Printer’s Management System.

7. Describe all warranties provided as part of the proposal.
8. Describe the delivery and installation process, including the Firm’s timeline for such after receipt of an executed Agreement and purchase order resulting from this RFP.

9. Describe the Firm’s definition of a completed installation and operational system.

10. Describe how often software upgrades are made available, when the next release is expected, and the costs, if any, that are associated with the upgrades.

11. Provide any other relevant information pertaining to the System.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in providing the System proposed to other Universities and in-plant print shops.

2. Provide information on those individuals assigned to work with the University, including a description of their experience in providing integrated accounting and printer’s management systems.

3. Provide a listing of all of the Firm’s clients comparable to the University and it’s in-plant print shop, indicating the length of service of each account. Include client contact names, addresses, and telephone numbers, and a brief description of the client’s operation. The University may contact and/or visit any of these accounts.

C. 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.

D. Financial Proposal
1. Provide a total price for the Firm’s proposed system.

2. Provide a pricing breakdown by component/module, including identification of the components/modules that are required for System operation and those that are optional.

3. Provide a pricing breakdown for training (including on-site training) and support services.

4. Provide pricing for any custom programming services that the University may require.

5. Describe how the University will be charged for the system, including any available discounts and payment options.

6. Provide pricing for support and maintenance options over the lifetime of the proposed system.

7. Describe how the University will benefit from any cost savings by accepting the Firm’s System.

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. Minority Business

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

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:

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<td>Issue Date of RFP</td>
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<tr>
<td>Oral Presentations</td>
<td>Week of 2/12/01</td>
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<td>Preproposal Conference</td>
<td>01/08/01</td>
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<tr>
<td>Negotiations</td>
<td>02/26/01</td>
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<td>Deadline for Receipt of Proposals</td>
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<td>Contract Award</td>
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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 Carter, Senior Buyer
Telephone: (804) 924-4215
Fax: (804) 982-2690
TDD: (804) 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 Monday, January 8, 2001 at 10:00 a.m. in Printing Services Conference Room, 2474 Old Ivy 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. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the Preproposal Conference.

Firms planning to attend the Preproposal Conference should notify Becky Sims, (804) 924-1346, no later than 3:00 p.m. EST on Friday, January 5, 2001 of the names and titles of the individuals who will attend.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m., Monday, January 22, 2001. Seven 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 the week of
February 12, 2001. 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 February 26, 2001.

F. Communications Between the University and the firms Regarding This Request for Proposal

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 contract 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 a contract 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 11-51 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement.

B. Conflict of Interests

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

C. Assignment

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

D. Amendments

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

E. Notices

All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below.
If to the University:
Eric N. Denby, C. P. M.
Director of Procurement Services
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 §§ 2.1-811 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:
• Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
• Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
• Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
• Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.
Attachment 2
Preferred Contractual Provisions

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

B. Term of Agreement
The term of this Agreement will be for one year, with an option for renewal by the University, if agreeable to the Selected Firm on the same terms and conditions, for six 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 services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed 30 calendar days unless otherwise agreed to by both parties, the University reserves the right to terminate this Agreement by giving written notice to the Selected Firm.

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

I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for five years thereafter.

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

K. Insurance

Listed below is the insurance which the Selected Firm must maintain under any Agreement resulting from this RFP. Each Firm will propose insurance which meets or exceeds the needs of the University. No Agreement will be executed by the University until the Firm satisfies the insurance requirements of the University. The Selected Firm 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 General Liability:
The Selected Firm and any Subcontractor will maintain a comprehensive commercial general liability policy with a combined single limit of not less than $500,000 per occurrence (the same limit should apply to personal injury coverage) and a general aggregate of $1,000,000 (the same limit should apply to products and completed operations coverage), with an insurance carrier that is rated not less than A- by A.M. Best and is licensed to do business in the Commonwealth of Virginia.

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

Errors and Omissions
The Selected Firm and any Subcontractor will maintain a professional errors and omissions liability policy with a combined single liability limit of not less than $1,000,000 per claim, with an
insurance carrier that is rated not less than A- by A.M. Best and is licensed to do business in the Commonwealth of Virginia.

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). A current list of VASCUPP members can be found on Procurement Services web site at: http://www.virginia.edu/~pams/Links.htm, and 3) City of Charlottesville and County of Albemarle. The Selected Firm will respond promptly to a request from any of these organizations for access to the Agreement, but is NOT required to enter into an equivalent agreement with the organization. A Firm's willingness to provide this access to these organizations will not be a consideration in awarding this RFP. Although the organizations may have access to the Agreement, their entry into any equivalent agreement with the Selected Firm is strictly optional.

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

M. Favored Nations

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

N. 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/~pams/Purman.htm

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. Minority Business Reporting

The Selected Firm will identify and fairly consider minority firms for subcontracting opportunities when qualified minority firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly minority
business report to the University by the 15th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly minority business reports to:

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

The quarterly minority business reports will contain this information:

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

Procedure for Resolution of Contractual Claims

Section 11-69 of the Virginia Public Procurement Act requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment, however, written notice of the contractors intention to file such a claim will have been given at the time of the occurrence or beginning of the work upon which the claim is based.

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

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

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

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

E. The Selected Firm may appeal the decision to:

Director of Procurement Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 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.