ROOF OBSERVATION SERVICES

RFP #MB021103

February 11, 2003

Issued by Martin Best
Facilities Management Materials Division
Charlottesville, Virginia
## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Background Information</td>
<td>3</td>
</tr>
<tr>
<td>II. Qualifications</td>
<td>4</td>
</tr>
<tr>
<td>III. Scope of Services</td>
<td>4</td>
</tr>
<tr>
<td>IV. Basis of Selection</td>
<td>9</td>
</tr>
<tr>
<td>V. Contents of the Proposal</td>
<td>9</td>
</tr>
<tr>
<td>VI. Pre-proposal Conference</td>
<td>11</td>
</tr>
<tr>
<td>VII. Proposal Deadline</td>
<td>12</td>
</tr>
<tr>
<td>VIII. Procurement Schedule</td>
<td>12</td>
</tr>
<tr>
<td>IX. Rejection of Proposals</td>
<td>12</td>
</tr>
<tr>
<td>Attachment 1 - Mandatory Contractual Provisions</td>
<td>13</td>
</tr>
<tr>
<td>Attachment 2 - Preferred Contractual Provisions</td>
<td>16</td>
</tr>
<tr>
<td>Attachment 3 - Procedure for Resolution of Contractual Claims</td>
<td>20</td>
</tr>
</tbody>
</table>
This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. It is the firm’s responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal. To receive a hard copy of the RFP or addenda, please contact Virginia Harrison, Contracts Coordinator, at (434) 982-5868 or email vbh2@virginia.edu. For questions about the content of the RFP, contact the buyer listed in Section VII, Proposal Deadline. Additional information can be found on Procurement Services web site: http://www.virginia.edu/procurement/

I. Background Information

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

The nearly 20,000 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it usually heads the list, but among all American universities, public and private.

Over 9,700 University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and graduates who have consistently been among the forefront of our nation’s shapers. At the University, our bright future is the direct result of our great history.

The University of Virginia (the “University”), a Virginia public corporation seeks an experienced qualified firm to provide all supervision, documentation and materials necessary perform Roof Observation Services at the University Of Virginia. 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 or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.
II. Qualifications

A. The minimum qualifications below serve as criteria for the University of Virginia in selecting outside, full-time Roofing Observers:

1. The Observer should have a thorough knowledge of roofing details, flashing and systems employing single-ply, built-up, metal, shingle or other assemblies membranes as the primary weatherproof barrier.

2. The Observer must be registered as a “Registered Roof Observer” (RRO) by the “Roof Consultants Institute” (RCI) in the following disciplines, Minimum
   
   a) Built-up & Modified Bitumen  
   b) Single ply  
   c) Asphalt Shingle  
   d) Wood  
   e) Slate  

3. The Observer should be thoroughly familiar with the latest edition & be in possession of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manuals.

4. The Observer must have a minimum of ten years of full-time, practical roofing experience / full-time roofing observation experience or approved equivalent experience.

5. The Observer should identify, in writing, at least seven projects where he has been the full-time roofing Observer. They should provide names, addresses, and current telephone numbers of roof owners and Architects / Engineers for these particular roofing projects.

III. Scope of Service

The University intends to select one or two Firms to provide roofing inspection services on an “as needed” basis to assist the University with various roof inspection related needs. The selected Firms must be capable of supplying any and all roof inspection related services. Types of future project include, but are not limited to, roof inspection of any all types of new or existing roofing systems on buildings and structures on University Grounds including buildings utilized for classrooms, general office areas, clinical or research laboratory areas, computer laboratories, patient-care facilities, dormitories, and athletic facilities. These services must be provided in a competent manner to maintain the quality of patient care, educational services, and business operations performed by the University and minimize the interruption of such services. The selected firm must provide roofing services as guided by recognized codes and standards governing roofing inspection work in the Commonwealth of Virginia, including, but not limited to, Occupational Safety and
The Firm

A. The firm must have a full time Registered Architect / Engineer on their staff. Consideration will be given to a firm that has a full time “Registered Roof Consultant” (RRC) on it’s staff, full time.

B. The firm should have been providing Roof Observation services for a minimum of five years.

C. The firm must have completed a minimum of 10 Roof Observation projects in the recent past. Work for each of the completed contracts should be roughly equivalent in size and complexity to the proposed work.

D. The firm must be able to respond within one hour of an emergency request for services of a Registered Roof Observer.

E. The firm or its representatives must have a minimum of 5 years experience with the Commonwealth of Virginia.

F. The firm must carry the following minimum coverage provision as follows:

  Commercial Comprehensive General Liability Insurance with limits of $300,000 per occurrence and $1 million aggregate;

  Commercial Automobile Liability insurance with limits of $300,000 per occurrence and $1 million aggregate;

  Professional Errors and Omissions coverage with limits of $1 million per claim and 43 million aggregate;

  Workers’ Compensation Insurance to include limits of no less than $100,000 for Employers Liability coverage.

The Observer

A. The Observer shall monitor the work continuously during the installation of roof system.

B. The Observer shall monitor the work for compliance with the contract documents in addition to the State & University of Virginia’s Roofing Policies.
C. The Observer shall immediately report any deviations from the contract documents, the State & University of Virginia’s State Policy, or good roofing practice, to the Architect and Owner. A written report shall follow an oral report within 3 working days.

D. The Observer may recommend suspension of work or rejection of non-complying work to the A/E and Owner.

E. The Observer may not:

1. Allow roofing materials to be installed until the manufacture’s certification that the roofing materials comply with specified ASTM or other approved standards are received. He shall notify the Owner so that appropriate action can be taken.

2. Authorize deviations from the contract documents.

3. Enter the area of responsibility of the Contractor’s superintendent.

4. Issue orders on any aspect of construction means, methods, techniques, sequences, procedures, or safety in connection with the work.

F. The Observer shall keep a daily log for each project and shall give a copy of the log to the roofing contractor. The Observer shall record all pertinent information such as weather, daily progress, workmen on the job, material storage, deck condition, bitumen temperatures, installation procedures, quality of workmanship, job-related visitors, and so forth.

**Roofing Consultant services to be provided**

A non-destructive (NDE) Survey uses infrared or nuclear and electric capacitance moisture detection equipment to locate unacceptable moisture within a roofing system. An infrared or nuclear survey may be used alone; electric capacitance is acceptable only if it is used with infrared or nuclear surveys.

An NDE survey should be performed before a newly constructed roof may be accepted. Depending on the size and condition of an existing roof, a survey may or may not be required before an Agency may repair or replace the roof. The Following outlines requirement for NDE surveys:

A. Equipment, subject to the Owner’s approval, shall be equal to the following:

1. Infrared: AGA 720 system or Inframetics 520 system

2. Nuclear: Seaman Troxier 3216 Roof Reader, Nuclear Model r-50 or later model
3. Electrical Capacitance: As approved by the Owner

B. Surveys

1. Infrared: Provide a complete survey of the roof or roofs. Outline all anomalies with spray paint. Provide a thermogram showing the outlines and daylight photographs of all anomalies. If video thermogram imaging is used, provide the Owner with the video tape of the survey. Roof markings, thermogram, and coordinated.

Walkover surveys shall be performed in a pattern of 20’-0” maximum (20 foot maximum distance between walk paths), however the distance between walk paths shall not exceed the sensitivity of the instrument being used. Instrument sensitivity shall permit recognition of areas of wet insulation as small as 6 inches on a side. Surveys, inspection procedures, reports, etc. shall be conducted in accordance with the requirements and procedures in ASTM CI 153, “Standard Practice for the Location of Wet Insulation in Roofing Systems Using Infrared Imaging”, except as otherwise noted in this Appendix.

B. Nuclear: Provide a grid, comprising 5’-0” on-a-side grid unit, to completely cover the roof or roofs. Mark each grid intersection with spray paint. Take readings at the intersections and record them on a roof plan. Provide daylight photographs of anomalies.

1. Core Samples

Since NDE surveys are not able to measure moisture in roofs directly – nuclear equipment responds to hydrogen emissions, infrared to heat changes – core samples to measure actual moisture content must be taken from surveyed roofs and correlated with NDE readings. The samples shall be taken as follows:

1. One is required on roofs showing no anomalies. Additional cores are not required if the Consultant can show that moisture is not causing detected anomalies. The Consultant shall identify such anomalies and explain their cause in a written report to the Owner.

2. On all other roofs minimum of one dry and one wet core shall be taken from each roof surveyed.

3. As many cores as needed should be taken to establish moisture counts and changes, but no more than five cores shall be taken from any roof.
D. Gravimetric Analysis

As soon as possible after samples are taken, cores should be sealed in airtight containers and taken to a laboratory for analysis.

1. Analyze samples gravimetrically to determine percent of moisture in any required core sample taken from new roofs and, unless waived for justifiable reasons, from existing roofs.

2. Identify all materials – surfacing, membrane (and number of plies), insulation, vapor barriers, adhesives, etc. – in the cores.

E. Moisture Conditions

The Surveyor shall correlate survey-reading results with actual moisture conditions determined by core samples gravimetrically analyzed. The correlation shall be shown or tabulated on the drawings.

F. Report

The Consultant shall submit a written report explaining what the problems are, what to do about them, and what the costs are. Specifically, the report shall:

1. Identify and describe all anomalies.

2. Identify and describe any visual survey defects that may be harmful to the roof.

3. Give the causes for each anomaly and defect.

4. Recommend alternate courses of corrective action for defects and anomalies harmful to the roof.

5. Provide the cost for correcting the defects and anomalies.

G. The Consultant shall provide plans complying with the following:

1. Print size, preferably, should be 24” x 36”; but in no case larger than 36” x 46”.

2. Minimum drawing scale is 1/8” = 1’-0” for roofs or portions of roofs surveyed.

3. Provide one reproducible print (Mylar, etc.) and two non-reproducible prints, as a minimum, for each sheet of drawings.
4. A legend defining all symbols and explaining abbreviations.

IV. Basis of Selection

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

A. The firm's plan to assist the University to meet its goals to insure quality Roof Observation Services on the University ground and the University’s Health Sciences Center described in Section III, Scope of Services.

B. The firm’s relevant experience, in providing services similar to those described in this RFP, and the experience of the individuals that the firm proposes to provide such services.

C. The firm’s references from clients which are comparable to the University;

D. The firm’s financial proposal including but not limited to discounts, service charges and other charges.

E. The quality of the proposal including, specifically, responsiveness to issues and adequacy of information provided

V. Contents of Proposal

Proposals should include information outlined in Section III, Scopes of Services, in addition to information requested below. Five copies of the proposals must be sent to the Issuing Office, and not to any other office or department whatsoever at the University of Virginia:

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<thead>
<tr>
<th>Via U.S. Mail Service</th>
<th>Via Courier Service</th>
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<tr>
<td>University of Virginia</td>
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<tr>
<td>Facilities Management</td>
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<td>Materials Division</td>
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<tr>
<td>Virginia Harrison</td>
<td>Virginia Harrison</td>
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<tr>
<td>P. O. Box 400726</td>
<td>575 Alderman Road</td>
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<tr>
<td>575 Alderman Road</td>
<td>Charlottesville, VA 22903</td>
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<tr>
<td>Charlottesville, VA 22904-4726</td>
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A. Operations

Describe how the firm plans to provide the necessary services that meet or exceed the time frames provided by the University. Describe experience in providing services in health care, research, and academic environments while
accommodating special needs of patients, staff, students, researches and visitors.

B. Financial Proposal
1. Describe the firm’s proposed fee for providing the Services, and include all applicable hourly or daily rates.

2. 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.

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

2. Describe the experience of the individual(s) who would be responsible for providing the Services to the University.

3. Describe in detail how the firm plans to provide the Services detailed in Section II, Scope of Services.

4. State the firm’s references comparable to the University, including the name and telephone number of a contact person the University may call.

D. Contractual Arrangements
1. State the firm’s acceptance of Attachment 1, Mandatory Contractual Provisions;

2. State the firm’s acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions; and

3. Provide any contract the firm will request that the University sign.

E. 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.

F. Small, Women-owned and Minority (SWAM) Status
Specify whether the firm is a SWAM firm. The Commonwealth of Virginia’s definition of a SWAM firm is

- **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 Mariana 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.

VI. Pre-proposal Conference

An optional Pre-proposal conference for firms receiving this RFP will be held on Wednesday, February 26, 2003 at 10:00 A.M., in Facilities Management, Material Division Conference Room, 575 Alderman Road, Charlottesville, Virginia. A map is enclosed for your convenience. The purpose of this conference is to allow potential firms an opportunity to present questions and obtain clarification relative to any facet of this Request for Proposal (RFP). Firms are limited to two representatives to attend the conference. Any changes to this RFP resulting from the conference will be issued in a written addendum to the firms.
Firms planning to attend the Pre-proposal Conference should notify Virginia Harrison, (434) 982-5868 or via email (vhh2a@virginia.edu) no later than 2:00 p.m. on Monday, February 24, 2003 of the names and titles of the individuals who will attend. This is to insure the conference room has ample seating capacity.

VII. Proposal Deadline

All proposals must be received at the Issuing Office: University of Virginia, Facilities Management, Materials Division, 575 Alderman Road, Charlottesville, VA 22903, on Monday, March 10, 2003, by 2:00 p.m. Five copies of each proposal must be provided, one original and four duplicated copies is fine.

Any questions concerning this RFP will be directed to Martin E. Best, as listed below and not to any other person at the University. The University will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

Martin E. Best, Buyer Specialist
Telephone: (434) 243-5191
Fax: (434) 982-5077
TDD: (434) 982-HEAR
Email: meb6n@virginia.edu

VIII. Procurement Schedule

Here is a brief schedule for this procurement (subject to change), specifying the important dates and milestones:

Issue Date of RFP: 02/11/03
Pre-proposal Conference: 02/26/03
Deadline for Receipt of Proposals: 03/10/03
Oral Presentations: 03/24/03
Negotiations: 03/31/03
Contract Award: 04/10/03

IX. Rejection of Proposals

The University of Virginia reserves the right to reject any or all proposals received. Non-acceptance 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.
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 does not entail any violation of the Virginia State and Local Government Conflict of Interests Act.

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

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

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

If to the University:
Eric N. Denby, C. P. M.
Director of Procurement Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P. O. Box 400202
Charlottesville, Virginia 22904-4202

If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.
F. Independent Contractor
The Selected Firm is not an employee of the University, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Worker's Compensation and Employers Liability
The Selected Firm will comply with all federal or state laws and regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs.

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

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

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

I. Information Technology Access Act
In accordance with §§ 2.2-3504 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.
Attachment 2
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 and as specified by the University when it selected the firm.

B. Term of the Agreement
The term of this Agreement will be for one year, with an option for renewal by the University, if agreeable to the Selected Firm on the same terms and conditions, for four 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 five calendar days unless otherwise agreed to by both parties, the University reserves the right to terminate the Agreement by giving written notice to the Selected Firm.

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

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

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

K. Insurance
Listed below is the insurance which the Selected Firm must maintain under any Agreement resulting from this RFP. Each Firm will propose insurance which meets or exceeds the needs of the University. No Agreement will be executed by the University until the Firm satisfies the insurance requirements of the University. The Selected Firm will provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

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

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 this RFP if such access is confirmed by the University. The other ACC member schools who may potentially participate are: Clemson University; Duke University; Florida State University; North Carolina State University; University of North Carolina; University of Maryland; and Wake Forest University. The Selected Firm will respond promptly to a request from any of these organizations for access to the Agreement, but is NOT required to enter into an equivalent agreement with the organization. A Firm's willingness to provide this access to these organizations will not be a consideration in awarding this RFP. Although the organizations may have access to the Agreement, their entry into any equivalent agreement with the Selected Firm is strictly optional.

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

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

N. Payment Terms
Invoices submitted to the University for Services will be paid Net 30 days after receipt and University approval of invoice.

O. Cancellation of Contract
The University reserves the right to cancel this Agreement, in part or in whole, without penalty, upon 30 days written notice to the Selected Firm. Any Agreement cancellation notice will not relieve the Selected Firm of the obligation to deliver and/or perform on all outstanding issues prior to the effective date of cancellation.

P. Small, Women-owned and Minority (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 firms name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWAM firm who would have knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University’s account.

Q. eVA Business To Government Vendor Registration
The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, is the Commonwealth of Virginia’s electronic procurement system. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.
Attachment 3

Procedure for Resolution of Contractual Claims

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

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

A. The Selected 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.