Department of Athletics Sports Equipment
And Apparel

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Table of Contents

I. Overview of the RFP Process ................................................................. 1
II. Background Discussion and Goals of the University ......................... 2
III. Scope of Goods and Services ................................................................. 4
IV. Basis of Selection ................................................................................. 6
V. Contents of the Proposal ................................................................. 7

VI. Information about this RFP
   A. Procurement Schedule ................................................................. 11
   B. Issuance of RFP and Questions ....................................................... 11
   C. Preproposal Conference ................................................................. 12
   D. Proposal Deadline ............................................................................. 12
   E. Oral Presentations and Negotiations .................................................. 12
   F. Communications .................................................................................. 13
   G. Formation of the Agreement with the Selected Firm ......................... 14
   H. Provisions Deemed Included in the Proposal ....................................... 15
   I. Rejection of Proposals ....................................................................... 16
   J. Virginia Freedom of Information Act ................................................ 16

Attachment 1 - Mandatory Contractual Provisions ................................ 18
Attachment 2 - Preferred Contractual Provisions .................................... 22
Attachment 3 - Procedure for Resolution of Contractual Claims ............. 29
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 one or more experienced firms to provide shoes, equipment and related apparel for its athletic programs. 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.

The University reserves the right to award this RFP in its entirety to one firm or to split the award to more than one firm. The singular use of “Firm” and “Selected Firm” may apply to multiple Selected Firms, if the University determines that its needs would be
best met by a split award. Firms are encouraged to either submit joint proposals with
other Selected Firms, or submit proposals of their own. It is also acceptable to submit a
proposal for just a portion of the requirements.

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.

To continue our great history in Athletics the University will build a new state of the art arena. This new 15,000-seat arena will be used for multiple purposes and will home to University’s men’s and women’s basketball teams. Details on the new arena project are available at [http://fmweb.virginia.edu/fpc/ArenaProject/ArenaProject.htm](http://fmweb.virginia.edu/fpc/ArenaProject/ArenaProject.htm). Sponsorship and naming opportunities for prominent components over multiple years are available for this facility. This arena will provide the most comprehensive marketing opportunity in college athletics today. The University may accept proposals on these sponsorship and naming opportunities as part of this RFP. Proposals will be accepted until completion of the Arena, projected to be completed summer of 2006. The University reserves the right to choose acceptance of such proposals at its discretion. The University cannot guarantee any amount of business or availability of sponsorship or naming rights as a result of this RFP.

In its 16th annual "America's Best Colleges" issue (Sept. 2002), U.S. News & World Report ranked the University of Virginia the nation's #2 public university and 23rd among 249 national universities. Philanthropic support in 2001-2002 totaled $255,044,000. This figure comprises private gifts to the University and its related foundations. It includes cash and in-kind gifts from individuals, corporations, and foundations. Sponsored research funding in 2000-01 totaled $224 million.

The Department of Athletics is an integral part of the University of Virginia’s commitment to educational excellence. Its mission is to enhance and support the intellectual purpose of the University and its exemplary academic standards and traditions.

Critical to the Department’s mission are high academic achievement; nationally competitive and successful teams; comprehensive integration of student-athletes within the University and local communities; a strict adherence to NCAA, ACC, and University
rules and regulations; fiscal integrity, which is embodied through the generation and efficient use of resources; the attraction and retention of the highest quality student-athletes and staff which includes equitable opportunities for women and minorities.

The Department of Athletics pursues its mission by uniting the varied constituencies of the University community through its intercollegiate and intramural programs. These programs are designed to build support for and add value to the academic purposes of the institution while developing students with strong values of leadership, sportsmanship, equity, citizenship, physical fitness, teamwork, and a commitment to excellence.

The operating principles of the Athletics Department require that in pursuing its mission, the Department will consistently provide exemplary service to all of its internal and external constituencies.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks experienced firms to provide warm-up, practice and game apparel, footwear, equipment, as well as to provide capital investment and financial support for the Men’s Soccer team, Men’s Basketball, and any other athletic program at the University’s discretion. The University will place a higher value on proposals for multiple athletic programs.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm(s) to provide a three year comprehensive equipment and apparel sponsorship relationship that covers the University’s athletic programs 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(s) may be requested to provide those goods and services outlined in this section.
A. Footwear
B. Uniforms and apparel with the Selected Firm's logo placed on all game and practice apparel.
C. Equipment
D. Financial considerations to the University for marketing opportunities and support

The goods, services and fees will be provided at no charge to the University for a three year term. The term will begin January 1, 2004 for Men’s Soccer and June 1, 2004 for Men’s Basketball. The goods will include but are not limited to footwear, equipment and related game and practice apparel for the University’s intercollegiate athletic programs offered by the Selected Firms.

The University will offer Selected Firms the following considerations:
1. The University's intercollegiate athletic teams will wear the Selected Firm's footwear and apparel with the exception of individual fitting or physical problems, and use equipment provided by the Selected Firm.
2. Usage of the University's name and the names of head coaches for the University’s intercollegiate athletic programs in promotional and consultant efforts.
3. The right to advertise, promote, market and sell its products as the authentic and official apparel, footwear, and replica uniform for the University’s intercollegiate athletic teams represented by the Selected Firms.
4. Marketing opportunities to be discussed and mutually agreed upon during negotiations.
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 quality of the footwear, equipment, and apparel product line offered. The University reserves the right at no charge to request and evaluate samples of any items which would be provided to the University under the terms of an Agreement.

2. Service Capability: The ability of the Firms to provide the goods and services on time and accommodate any special requirements, such as special sizes.

3. The amount of fees and financial compensation to be paid to the University, and the payment schedule for the various athletic and support programs, coaches of the programs, performance bonuses, and displays of support for the various programs and opportunities as referenced in Section III, Scope of Goods and Services.

4. The contractual terms that would govern the relationship between the Firms and the University (Attachment 1 & 2 to this Request for Proposal provide the Firms with the University's mandatory and preferred contractual provisions).

5. The financial stability of the Firm.

6. Other factors relevant to the Firms capacity and willingness to satisfy the University's requirements.

7. The quality of the Firms proposed marketing plan--i.e., how the University's available intercollegiate athletic teams would be promoted in conjunction with the promotion of the Firm's products.

8. Any other appropriate criteria as determined by the University in the evaluation process.
V. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University.

A. Operations

1. Information relating to the firm’s products, how the University would obtain them under the terms of an Agreement, and a breakdown of product by specific area of support and wholesale value to include but not limited to footwear, equipment, and apparel. Specific information should also be provided about the following: procedures for obtaining products on a routine and emergency basis; delivery schedules for products; including standard and special sizes; and the costs (if any) of products available to the University.

2. Statement of the firm’s marketing plan and requirements for uniforms, replica and authentic equipment and apparel.

3. The ability of the firm to meet a fall 2004 delivery schedule for Men’s Soccer footwear, team uniforms (home and away), related practice uniforms and apparel and all coaches game and related apparel.

4. Provide any Agreement which the University may be required to sign.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in programs of this type.

2. The names and qualifications of employees of the firm who would be responsible for the program.

3. A list of at least three collegiate references served in the last three years whom the University can contact. Include the name of the college or university, address, contact person(s), and telephone number(s).

4. Provide information on those individuals assigned to work with the University including a description of their experience in programs of this type.
5. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.

6. 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

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

C. Financial Proposal

1. The amount of financial consideration, footwear, equipment and apparel to be provided to the University, and the payment/delivery schedule. This information should be broken down by program and should separately list the amount of financial consideration, footwear, equipment and apparel offered to support each.

2. All amounts to be paid to the firm(s) by the University other than the prices for products as specified in six above should be clearly stated.

D. Human Rights

1. The University is considering membership in the Fair Labor Association (FLA) and/or the Worker Rights Consortium (WRC). Would membership in either organization present problems (issues) for the firm? If so, which organization(s) and why?

2. State if the firm will allow independent verification of factory sites and conditions from groups or individuals designated by the University.

3. Provide a copy of the firm’s official policy on the use of "sweatshop" labor in factories and include:
   a. How many hours per week workers are required to work.
   b. Whether workers are eligible for overtime compensation and how many hours per week they must work before receiving overtime compensation.
c. The firm’s disclosure policy regarding the names and locations of the firm’s factories and subcontractor factory locations.
d. The firm’s Code of Conduct concerning labor practices for factories and subcontractors.

4. Provide examples of specific actions that the firm has taken to ensure that its products are not produced using sweatshop labor and describe any efforts the firm is making to ensure that workers are paid a living wage.

5. State the specific types of monitoring and verification that the firm practices to ensure fair and just labor practices are taking place.

6. State whether the firm acknowledges it’s responsibility to ensure that fair labor practices are occurring.

E. 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.

F. 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.

G. 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.
H. 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: 05/07/03
- Preproposal Conference: 05/19/03
- Deadline for Receipt of Proposals: 06/05/03
- Oral Presentations/Negotiations: 06/23/03
- Contract Award: 07/23/03

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 Carter, C.P.C.M, Major Procurement Manager
Telephone: (434) 924-4215
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: vc6n@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, May 19, 2003 at 3:00 p.m. in Carruthers Hall Conference Room #G, Charlottesville, Virginia (map viewed at this web site: http://www.virginia.edu/Map/) Attendance at this conference is advised if your firm wishes to raise any questions in connection
with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Victoria Carter by email (vc6n@virginia.edu) or telephone (434-924-4215), no later than noon, Thursday, May 15, 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 5, 2003. Six copies of each proposal must be provided in individual, bound volumes.

E. Oral Presentations and Negotiations
Oral presentation and negotiations by two or more firms will be required after written proposals are received by the University. 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. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Oral presentations and negotiations are tentatively scheduled for Monday, June 23, 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.
Attachment 2

Preferred Contractual Provisions

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

B. Term of Agreement
The term of this Agreement will be for three years with the option to renew for two additional one year periods. 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 the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. Each Firm will maintain insurance which meets or exceeds the requirements of the University. No Agreement will be executed by the University until the Firm satisfied the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Commercial/Comprehensive General Liability:
The Selected Firm and any Subcontractor will maintain, at a minimum, a minimum Limit of Liability for bodily injury and property damage of $500,000 per person/occurrence, with coverage for:

{x} Premises - Operations
{x} Product - Completed Operations

Automobile Insurance
The Selected Firm and Subcontractor will provide a minimum Limit of Liability for bodily injury of $100,000/$300,000 per person/occurrence and property damage $100,000 per occurrence, with coverage for:

Owned and non-owned automobiles operated by their employees.
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. 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.

R. 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.
S. Human Rights

The Selected Firm recognizes and acknowledges that it is very important for all of the University’s apparel suppliers to develop and maintain a human rights policy. The Selected Firm will accept and meet the requirements of the Collegiate Licensing Company (CLC) Labor Code Standards Schedule 1, including Rider 2, for the term of the resulting Agreement. The Selected Firm will maintain a code of conduct for the term of the resulting Agreement. Additionally, the Selected Firm agrees to be monitored by two independent companies, currently Worker Rights Consortium and Fair Labor Association. During the term of the resulting Agreement, the Selected Firm will maintain records of its compliance with its code of conduct at its headquarters. An employee of the University selected by the University will have the right to review such records up to three times a year at a mutually agreeable time, provided that such employee will not be permitted to make photocopies of such records.
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.