



Request for Proposal

Dynamic Rollover Test System

July 19, 2010

Important Dates

Deadline for Preproposal Questions:

3:00 p.m. EDT – Friday, July 23, 2010

Deadline for Receipt of Proposals:

3:00 p.m. EDT – Friday, July 30, 2010

[Please Note: Firm(s) must submit four (4) copies of their proposal]



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

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Procurement Services

Charlottesville, Virginia

Dynamic Rollover Test System
Request for Proposal #FF071910
July 19, 2010

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This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: <http://www.procurement.virginia.edu/pagerfp>. It is the firm's responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. 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.procurement.virginia.edu/pagehome>

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (the "University"), a Virginia public corporation, seeks an experienced firm to fabricate and install a dynamic vehicle rollover crash test fixture and design, fabricate and install a control system to use in operation of the test fixture. 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"; those firms invited back for further negotiations will be referred to as "Finalists"; and the firm selected to provide services for the University is referred to as the "Selected Firm(s)." 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(s).

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 20,300 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 12,400 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation's finest, and graduates who have consistently been among the forefront of our nation's shapers. At the University, our bright future is the direct result of our great history.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks an experienced firm to provide Dynamic Rollover Test System. The University, and its Department of Mechanical and Aerospace Engineering and Center for Applied Biomechanics, seeks to examine and study dynamic automobile rollover crash testing in a controlled test environment with the goal of elucidating the potential benefits associated with a dynamic, compared to a static, test protocol in terms of vehicle crashworthiness and occupant injury risk assessment. The University has designed a structure and associated components of a test fixture that, in conjunction with the University's existing deceleration sled system and a new simulated road-surface that is propelled by the sled, will permit controlled dynamic rollover crash testing on a variety of vehicles in a variety of conditions to occur at the University's Center for Applied Biomechanics.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with (and/or issue a Purchase Order to) the Selected Firm(s) (or Firm(s)) to fabricate and install a dynamic rollover test system ("DRoTS") which will include those goods and services necessary to help the University achieve its goals as outlined in this RFP (the "Goods and Services").

The University seeks to have the Selected Firm(s) fabricate, deliver and install the test fixture [as outlined below in Paragraph A. Test Fixture] as designed and detailed by the University, and design, fabricate, install and test a control system [as outlined below in Paragraph B. Control System] that will be used to control the existing deceleration sled system both separately, and in conjunction with, the DRoTS system.

The initial stage of this RFP will be to evaluate the overall experience and general pricing structure of all interested firms [see Section IV. Basis of Selection]. Based off these criteria, Finalists will be identified for the negotiation portion of this RFP. As part of the negotiation process of this RFP, specific details of the DRoTS design will be transferred to the Finalists for the purpose of further refining each Finalist's proposal, via each

Finalist's formal response to negotiations. This transfer will occur during a negotiation/design-review meeting currently scheduled for Monday, August 16, 2010. The transfer of the specific details of the test fixture design will take the form of assembly, sub-assembly and part drawings in electronic .pdf file format and fully detailed three dimensional ("3-D") computer-aided design ("CAD") model in Solidworks 2010 (.sldprt and .sldasm) format. Receipt of this transfer will require all Finalists to sign a University provided non-disclosure document regarding the material to be transferred.

During this meeting, the University will also provide a detailed description of the requirements of the control system that specifically outlines the required measurements, decisions, and actuated components. The University understands that it will need to work closely with the Selected Firm(s) during the fabrication and installation process to ensure that the resulting system provides all of the functionality intended for the system. Since the specific details of the system will be provided to the Finalists during the design review meeting, the below description is intended to provide an overview of the system design in an effort to make prospective vendors aware of the nature of the effort required to fabricate the test fixture and design and assemble the control system.

A. Test Fixture

The test fixture is used to simulate a single vehicle roof-to-ground interaction of a rollover crash (Figure 1). The velocity differential between the translating (and rolling) vehicle and stationary ground during a real rollover is simulated using a translating road surface, which is propelled by the deceleration sled system, and restricting the lateral motion of the vehicle. In a typical test, the vehicle is accelerated to the test (angular) velocity while rotating to the test angle, the road surface is accelerated to the test (linear) velocity, the vehicle is dropped onto the moving road surface, the vehicle is permitted to roll across the surface, and at the end of the test two separate brake systems are actuated to eliminate vertical (translational) and roll (rotational) motion of the vehicle.

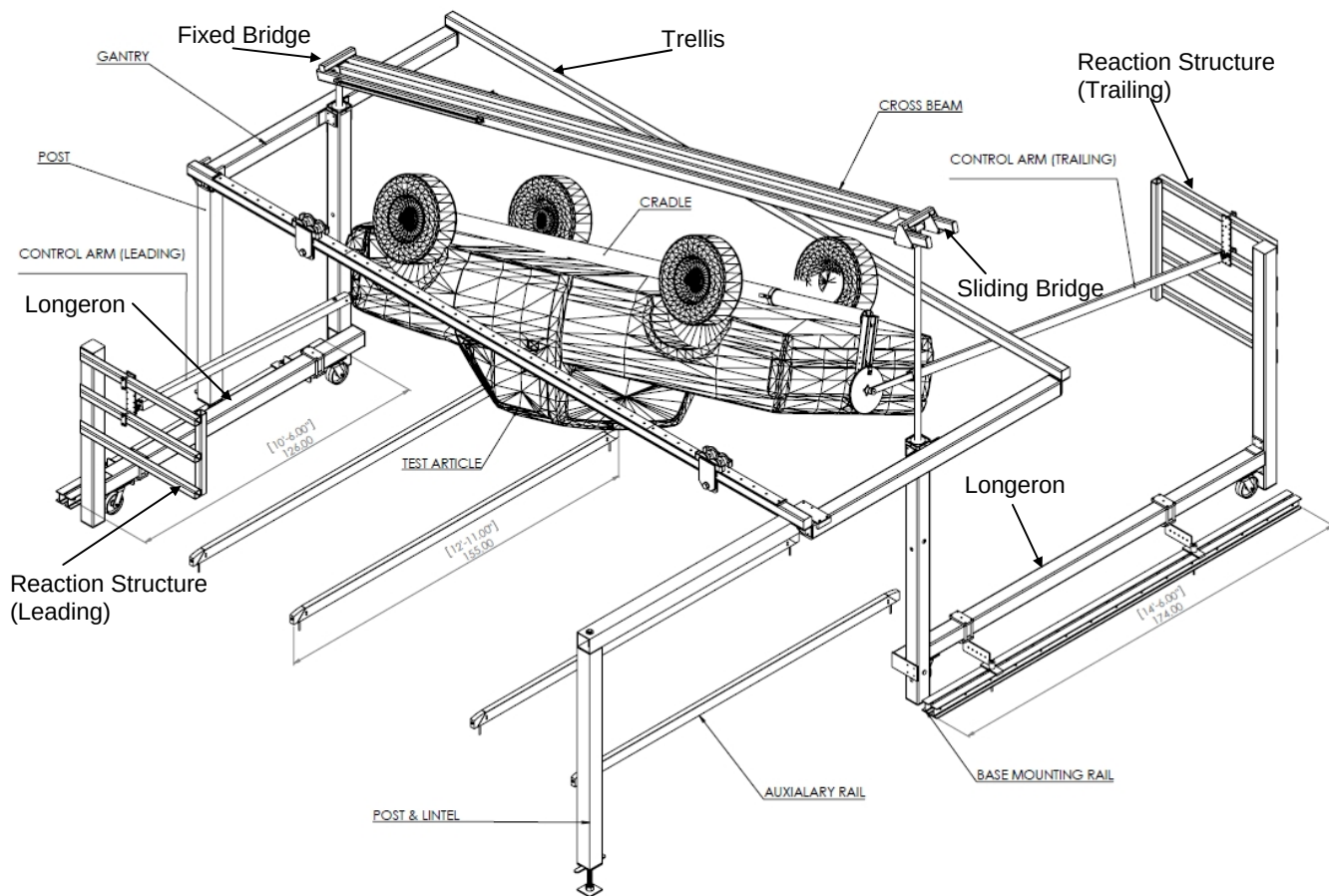


Figure 1. Overview of DRoTS Components. Note: Some components are not shown.

The DRoTS has been designed to allow the test article to freely translate vertically, pitch, and roll during interaction with the road surface. The DRoTS restricts (constrains) yaw rotations and lateral translations of the test article during its interaction with the road surface. Fore/aft translation of the test article is constrained without restricting pitch motion. The DRoTS is designed to perform tests using vehicles ranging in geometric (size) and inertial properties (mass/moment of inertia) from that of a Ford F250 and a Cooper Mini. The DRoTS should be capable of testing vehicles that have strength to weight ratios higher than any vehicles currently available (as high as 6.0 for a vehicle as heavy as a Ford F-250).

1. The DRoTS has been designed to test vehicles with the following test specifications:

- a. Vertical Drop Distance: 0 to 12 inches
 - b. Constant Yaw Angle: 0 to 30 degrees (60 degree yaw)
 - c. Pitch Angle at Contact: 0 to 15 degrees
 - d. Roll Angle at Contact: 90 to 180 degrees
 - e. Roll Velocity at Contact: Vehicle specific. For tests at 135 deg of rotation-at least 250 deg/s with an Ford F250 ($I=910 \text{ ft lb s}^2$) and as low as 150 deg/s with a Honda Civic ($I = 269 \text{ ft lb s}^2$)
2. Additional Factors:
- a. Drop height is achieved by releasing the vehicle from its vertical support at a height such that its center of gravity (“CG”) will translate downward the specified drop height (while rotating to the specified roll angle) before any part of the vehicle contacts the road surface. Drop height is achieved by elevating the cross beam over using the hydraulic cylinders mounted inside the main posts of the gantry.
 - b. The constant (test) yaw angle is achieved by rotating the entire gantry structure relative to the deceleration sled rails. After rotation, it is anchored to the floor for testing.
 - c. Pitch angle is achieved by elevating one side of the gantry more than the other with the gantry hydraulic cylinders. Figure 1 shows the vehicle in a pitched (pre-test) orientation. The fixture is designed such that one side is capable of a greater magnitude vertical displacement than the other (one hydraulic cylinder has a larger stroke than the other). The fixture is designed such that the vehicle front end is mounted to the side of the gantry with the longer stroke cylinder, however, the vehicle is able to be mounted in the opposite orientation to permit the reverse pitch tests.
 - d. Vehicle roll velocity and roll angle at contact are achieved using the pneumatic/hydraulic power systems that are mounted on each of the control arms. The vehicle rotates only from 0 degrees roll to the test roll angle during acceleration to the test velocity. For

example, with test parameters of 155 degrees roll at contact and 225 deg/s, the vehicle roll velocity will accelerate from 0 deg/s to 225 deg/s while only rotating 155 deg. This example would suggest a 163.3 deg/s^2 angular acceleration (assuming that it remains constant) to achieve the desired velocity and roll angle.

3. The Selected Firm(s) should have experience procuring, machining, welding and assembling components made of the following materials, which are incorporated in the test fixture design:
 - a. ASTM 500 Welded Structural Tubing (EW Steel)
 - b. Maximum sized tube: 6" x 6" x 0.25" (171.5" long)
 - c. Maximum length tube 300.5" (2" x 4" x 3/16")
 - d. 1018 Cold Formed Steel
 - e. 1018 Cold Rolled Steel
 - f. 1010/1020 Hot Rolled Steel
 - g. 6061-T6 Aluminum
 - h. 6063-T6 Aluminum
 - i. Delrin AF
 - j. Vertical Grain Douglas Fir
 - k. Elastomer
 - l. "Off-the-Shelf" items, individually specified with part numbers, from vendors including McMaster-Carr, Grainger, and
 - m. Hydraulic and pneumatic cylinders and plumbing components, with some individually specified components from vendors including Surplus Center and manufacturers including Lion Hydraulics
4. The following provides a general description of the individual components of the test fixture. Some of the components are shown in Figure 1, as well as in the three images included in section 6 ("Overview Drawings"). Some of the components are described, but not shown in the figures.

a. Road Surface Sled (not shown in Figure 1)

The road surface sled will be constructed and integrated with the University's existing sled system by the University and thus is not a component covered by this RFP.

b. Deceleration Sled System (not shown in Figure 1)

The test fixture will use the VIA Systems deceleration sled system that is currently owned by the University. Any augmentations or modifications to this system will be performed by the University and thus are not included in this RFP.

c. Gantry

The Gantry consists two columns (front and rear), with interior-mounted hydraulic cylinders, connected by a trellis structure. Each of the posts is connected to a longeron (one leading and one trailing) with a reaction structure at the other end of the longeron. The gantry can be moved via casters attached to the bottom, and the four vertical posts rest on the lab floor when they are lowered onto 1" steel plates (which make it so the casters cannot contact the floor). The gantry consists chiefly of steel tubing components assembled with fasteners.

d. Post/Post and Lintel

Supporting one side of the trellis (leading side) is a post (longeron side) and a post and lintel (opposite side). These structures are designed to be (relatively) easily installed and removed prior to testing. They serve the purpose to support the leading side of the trellis when vehicles are loaded into the system. The post/post and lintel consists chiefly of steel tubing assembled with fasteners.

e. Cross Beam

The cross beam assembly connects the gantry column hydraulic piston rods via a fixed bridge and a sliding bridge. The cross beam serves to support the braking, release and support hardware. The fixed bridge simply pivots, but the sliding bridge travels along the

cross beam to allow for different angles of the cross beam (required for initiating pitch). The cross beam consists chiefly of steel tubing and plates connected by fasteners.

f. Control Arms (Leading and Trailing)

The control arms are fixed to the leading and trailing reaction structures of the gantry and serve to provide the constraint which restricts lateral motion of the vehicle while allowing for vertical translation and pitching. The end of each control arm is fixed to the vehicle cradle with a bearing that permits the required multi-axis rotations of the cradle relative to the arms. The control arms consist chiefly of steel tubing and plates and are assembled with welding and fasteners.

g. Roll Drive/Brake System (Not shown in Figure 1)

The same system is used to provide the power to rotationally accelerate (drive) the vehicle before, and rotationally decelerate (brake) the vehicle after, the test. There are two individual systems, with one mounted to the control arm and reaction structure on each side of the gantry. Each system is a specialized combination air/hydraulic system consisting of two hydraulic cylinders, a pneumatic master cylinder, an American Society of Mechanical Engineers (“ASME”) vessel, various servo cylinders, associated pneumatic/hydraulic plumbing and valve components, a drive cable and drive sheave (shown in Figure 1 at interface of control arm and cradle), a cable tensioner with two sheaves and a pneumatic cylinder and other components. The system is designed to be adjusted to permit variation the roll angle and roll velocity at contact.

h. Cradle

The cradle is fixed to the vehicle and is used to interface the vehicle with the control arms and roll drive/brake system. It consists of a telescoping round tube (5.25” and 6” diameters) that

spans the length of the vehicle, connected to end posts that provide interface with the vehicle. It is constructed chiefly of steel and aluminum tube and plate and is assembled with fasteners and welding.

i. Lateral Control Arm (not shown in Figure 1)

The lateral control arm connects the leading side gantry column to the cradle/leading control arm. It is capable of multi-axis pivoting at both ends of the connection to permit the vehicle to pitch and translate vertically during the test, but it prevents fore-aft motion of the vehicle to prevent gantry column collisions. It consists of steel and aluminum rod and plates assembled with fasteners.

j. Gantry Anchor System

The gantry anchor system consisted of two base mounting rails and base mounting rail brackets. The brackets connect the base mounting rails to the gantry longerons. The base mounting rails are fixed to the floor of the lab with concrete anchors and fasteners. The base mounting rails and rail brackets consist chiefly of aluminum and steel I-Beams and plates and are assembled with fasteners.

k. Auxiliary Rails

The auxiliary rails are used to support the road structure sled under the force caused by the vehicle in the test area. There are four individual rails which consist chiefly of aluminum tubing and douglas fir entry guides. They are fixed to the floor of the laboratory with concrete anchors and fasteners.

l. Vehicle Support Cable(s) (not shown in Figure 1)

Two steel cables (3/8" Improved Plow Steel or "IPS") are used to connect the vehicle cradle to the caliper brake systems.

m. Caliper Brake System (not shown in Figure 1)

The caliper brake system consists of a pneumatic actuating cylinder, a caliper brake with shoes, a brake band, a cable return

cylinder, a cable guide pulley and a range safety. There are two caliper brake systems, one for each side of the vehicle. The vehicle support cable is routed upward, around the cable guide pulley and is attached to a brake band, which is attached to the piston rod of the cable return cylinder. The caliper brake with shoes is oriented such that it will be able to clamp the brake band when the pneumatic actuating cylinder is activated. This clamping serves to restrict the car's vertical motion and is employed at the end of the vehicle's interaction with the road surface. As the vehicle translates upward during the test, the cable return cylinder serves to keep the vehicle support cable in tension and aligned in the guide pulley.

The range safety consists of a pin, attached to the piston rod of a small switch-ready pneumatic cylinder inserted through an oversized hole in the brake band. Just prior to the test, when the caliper brakes are released by the control system, the weight of the test article is transferred to the release mechanism (also attached to the brake band). If the brake bands move as a result of this transfer (which would indicate a problem with the release mechanism or another component), the cylinder will not be able to remove the pin from the hole the vehicle will be released and the test will be aborted.

All of the components of the caliper brake system are fastened to a support plate that is clamped in position (which can vary based on the size of the test vehicle) to the top of the cross beam.

n. Trigger and Release Mechanism (not shown in Figure 1)

The trigger and release mechanism serves the purpose of releasing the vertical support of the test article at the time of the test. The trigger fuse is located approximately at the mid-span of the gantry

crossbeam and it consists of a pair of plates connected by fasteners. The fasteners melt when the trigger signal is received by being connected across the terminals of a car battery. When the fasteners cannot hold the release mechanism together, the vehicle is released.

o. Service Decelerator (not shown in Figure 1)

The test system is designed to permit a full-calibration test run where all of the test parameters are checked for accuracy without actually allowing the car to come into contact with the road structure. Since, as part of this full-calibration run, it is desired to test both the functionality of the release mechanism and range safety as well as the pressure and timing of the brake system, a separate system must be used to cease the vertical motion of the vehicle before it contacts the road bed. The service decelerator consists simply of pieces of angle bracket that hold aluminum honey comb that are crushed by pins sticking out of the brake bands when they move after the vehicle release. The pins are removed for a real test.

B. Control System

The University's Center for Applied Biomechanics currently employs a programmable logic controller ("PLC") control system that uses a ladder logic program to control basic functions of the deceleration sled system. The Center for Applied Biomechanics is moving the sled system to a new facility designed to house the DRoTS system, and seeks to have a new control system installed that is capable of controlling the sled system when it is used for typical deceleration sled tests (just as the current system does now), and when it is used with the DRoTS fixture for rollover tests. The below describes the current control system and some general specifications for the new components of the control system. The exact functional requirements of the control system will be supplied to

prospective vendors during the design review meeting scheduled for August 16, 2010.

The current sled control system monitors control-panel switches that allow the operator to fill the air tank to the correct pressure and launch the sled. The current sled control system controls solenoid valves for filling and venting the tank and spool valves which control pneumatic cylinders actuating a lock-pin and arm and launch valves. The current sled control system also monitors the sled position before launch and controls warning lights and horn.

The new control system should not only control all of the DRoTS actuators, but it should also be designed to make various decisions, by comparing sensor data to some user-specified and locked parameters, that are designed to prevent test initiation and test fixture damage should parameters be out-of-range. The new control system should allow users to select and program the test conditions within the boundaries of the test fixture's capabilities. Based on these programmed conditions, the new controller should control and monitor all cylinder and tank filling prior to the test. During the test, the new controller should initiate the road surface sled motion and the angular rotation of the vehicle with appropriate timing to allow for the vehicle to contact the front end of the road surface sled within a specified tolerance of programmed test conditions. It should monitor and record the road surface sled velocity and displacement and vehicle angular velocity and displacement several times during this acceleration phase to ensure no fixture or sled problems have occurred and that actuation timing of each component is still within the programmed tolerances. It should release the brake system, pull the range safety pin, and then it should actuate the release mechanism. After the road surface sled passes sufficiently beyond the test event line, the new control system should actuate the brake caliper system and the roll brake system. After the test, it should vent all of the pressurized components and close any valves to render the test fixture in a neutral state. Since the new controller will have to time the roll and road drives, and vehicle release with the

sled motion, users will need to program information about the geometry of the test vehicle (particularly the distance from the roll axis to the most exterior point on the vehicle at the test roll angle), and the control system will need to choose appropriate heights for the main gantry hydraulic cylinders (to ensure the user-specified drop height and roll angle at contact are achieved) and ensure that the cylinders are set at that height and not moved. The system can control the gantry hydraulics, however, local control and vertical height displays should be installed to permit users to set up the tests. The new control system should have a clock and a data logger writes all test events and sensor readings to a diagnostics file.

The new control system should be designed, delivered, installed and tested at the Center for Applied Biomechanics. All sensors should be installed and tested in place, and any necessary cable/conduit runs should be installed by the Selected Firm(s) based on specifications agreed to by the Firm and the University.

C. Delivery and Installation

Delivery to and installation in the test facility at 4040 Lewis and Clark Drive, Charlottesville, Virginia, 22911 will be the responsibility of the Selected Firm(s), and all costs associated with delivery should be included in the firm's pricing.

The delivery and installation time frame is of particular importance to the University. Firm(s) should detail in their proposal the anticipated delivery and installation timeframe to the University after the receipt of order ("ARO").

Installation of the test fixture includes constructing the complete structure in place, anchoring it to the floor, and working with the University to verify that all components (including the control system components) are functional.

D. Warranty

The University's expectation is that some form of warranty be included on the Goods and Services to be provided by the Selected Firm(s). Firm(s) responding to the RFP should detail their proposed warranty on the DRoTS, with the

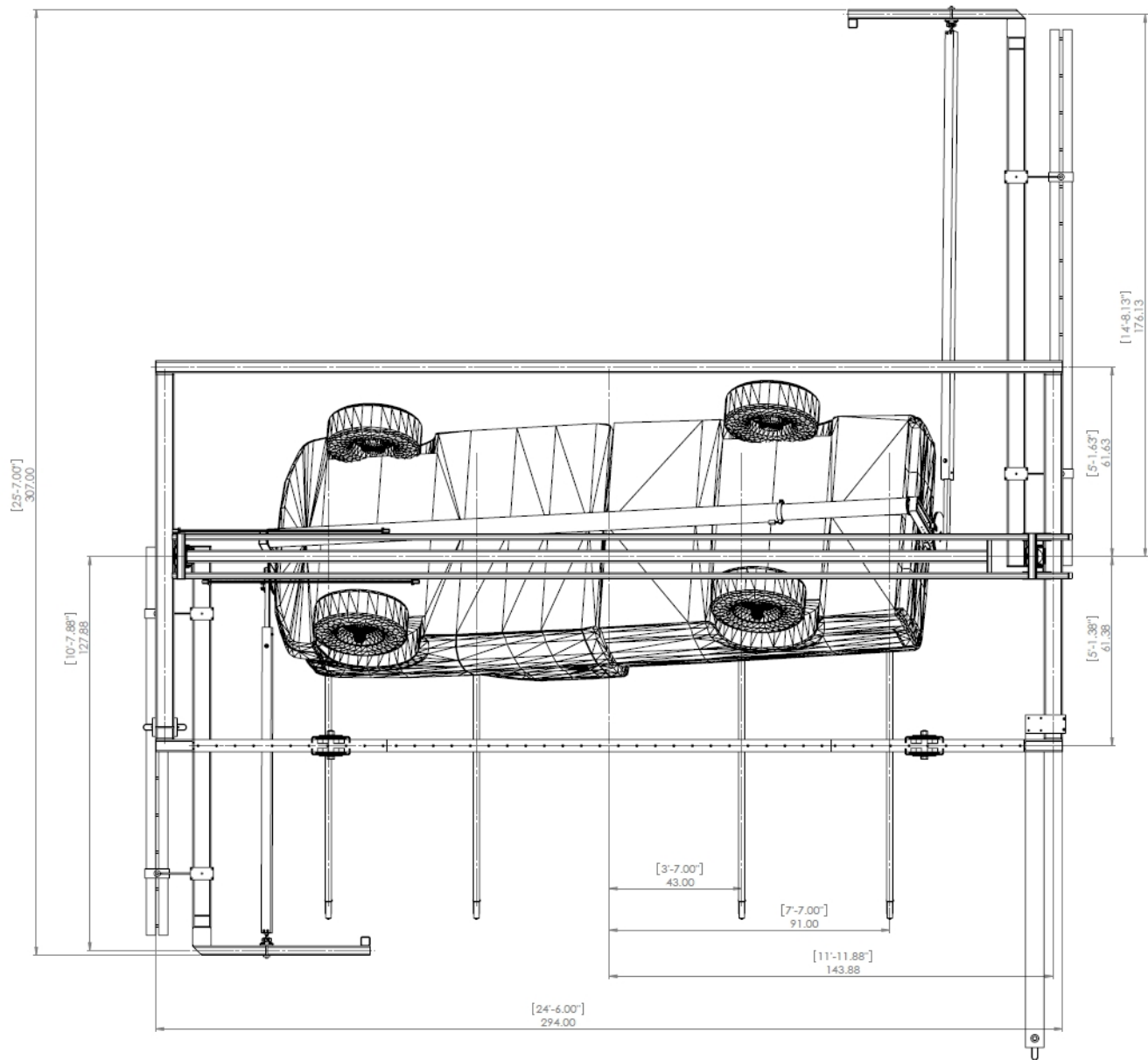


Figure 3.

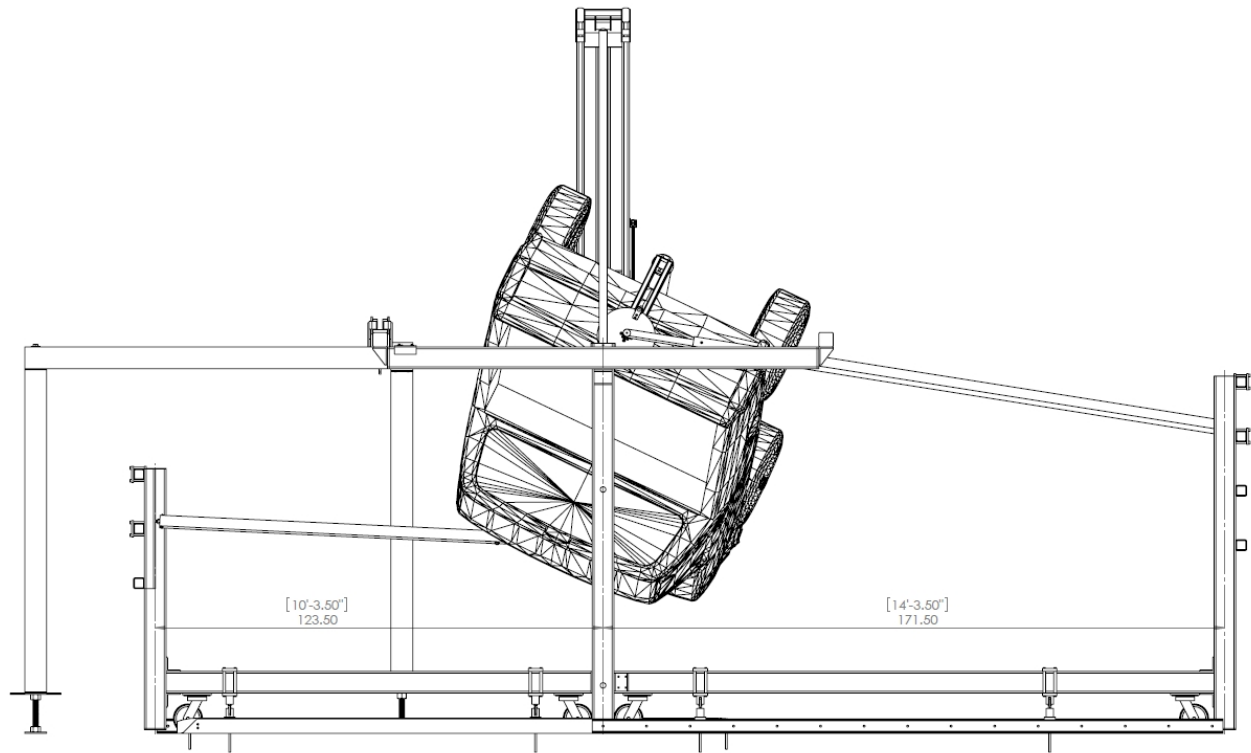


Figure 4.

IV. Basis of Selection

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

- A. The firm's overall plan to assist the University to meet its goals for a Dynamic Rollover Test System as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;
- B. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;
- C. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
- D. The firm's general plan for a financial proposal including but not limited to discounts, payment timeframe, service charges and other charges;
- E. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;

- F. The contractual terms which would govern the relationship between the University and the Selected Firm(s);
- G. The firm's plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm's proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.); and
- H. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

Note: The University reserves the right to award to different Selected Firm(s) to respectively provide any part of the goods and services discussed in this RFP.

V. Contents of the Proposal

While the University understands the inherent challenges of providing a fully complete proposal without the specific details of the DRoTS design, firm's proposals should endeavor to 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.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of a firm's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

A. Goods and Services

1. Describe how the firm plans to provide Dynamic Rollover Test System which is the primary goal of this RFP.

2. Provide a general plan of operation to achieve the objectives set forth in Section II Background Discussion and Goals of the University and Section III, Scope of Goods and Services, specifically responding to each paragraph and subparagraph in the order addressed.
3. In general terms, Describe how the firm plans to provide Dynamic Rollover Test System. Include a description on how the firm will work with the University Dynamic Rollover Test System to provide the Goods and Services.
4. The University invites proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals from firms. The University will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in providing products/services similar to the Goods and Services described in this RFP.
2. Provide information on those individuals assigned to work with the University including a description of their experience in providing similar products/services. Specifically identify the name and contact information for the individual assigned to act as the coordinator for both the firm's proposal and any subsequent responses required of the firm as a part of the RFP process.
3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.
4. Provide a list of institutions of higher education with which the firm has signed a term contract.
5. 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

6. Provide a copy of the firm's most recent audited financial statements.
7. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at <http://www.vcu.edu/procurement/coopcon.htm>
8. Provide the name of the individual responsible for the firm's supplier diversity program. This individual is responsible for implementing and reporting on the firm's Small, Women-owned and Minority-owned ("SWAM") program as it will relate to this procurement should the firm be selected.
9. State law may require that certain projects within the scope of this RFP be performed by a contractor licensed by the Commonwealth of Virginia. Other projects within the scope of this RFP may need not be performed by a licensed contractor. If a firm desires to be considered for all projects within the scope of this RFP, the firm will provide with its proposal a copy of the firm's Commonwealth of Virginia Contractor's License. If a firm does not provide with its proposal a copy of the firm's Commonwealth of Virginia Contractor's License, the firm will be considered by the University, if at all, only in connection with the award of a contract or contracts for projects which, in the sole and absolute discretion of the University, need not be performed by a licensed contractor.

C. Financial Proposal

1. Describe the general formatting of the fees that will be charged for the goods and services. Ensure that fees are provided for all Goods and Services' categories proposed by the firm.
2. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.
3. Describe how the University will benefit from cost savings by accepting the firm's proposal.

4. State the firm's agreement to receive payments electronically via Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment. Prior to contract award, the Selected Firm(s) will be required to contact University Procurement Services' Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

D. Contractual Arrangements

1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
4. Provide a written statement with the firm's proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.
5. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

E. Site Visits

It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the firm and the University to view its operation. Each firm will indicate whether it will reimburse the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

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

The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University's 2008 SWAM plan spend goal for firms certified by the Commonwealth of Virginia's Department of Minority Business Enterprise (DMBE) is 40%. Targets for each business segment are as follows:

Minority Business Enterprises	4.0 %
Women Business Enterprises	5.0 %
Small Business Enterprises	31.0 %

This goal does not allow for "set aside" purchases. SWAM firms must compete equally with majority firms and be able to provide the University with quality goods and services at competitive prices. To view the University's current quarterly achievements, click here ([Current SWAM Report](#)). As this report shows, the University is in need of assistance in the Minority-owned and Women-owned categories. Please tailor your firm's SWAM plan to assist the University in meeting its goal and targets.

Specify whether the firm is a SWAM. Firm(s) can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by DMBE. All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm.

If the firm is not a SWAM firm, describe the firm's partnering relationships with SWAM firms and how it plans to support the University's goal to increase business annually by 5% with these firms in accordance with Attachment 4, Executive VP and COO's Request for Commitment letter.

G. Other Information

Provide any other information which the University should consider in evaluating the firm's proposal.

VI. Information about this RFP

A. Procurement Schedule

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

Issue Date of RFP:	07/19/10
Deadline for Preproposal Questions:	07/23/10
Deadline for Receipt of Proposals:	07/30/10
Negotiation/Design-Review Meeting:	08/16/10
Contract Award:	09/10/10

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

****NOTE:** If RFP proposal is sent U. S. Postal Service use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

Attention: Frank Fountain, Buyer Specialist
Telephone: (434) 982-3092
Fax : (434) 982-2690
TDD: (434) 982-HEAR
Email: fff3x@virginia.edu

Any questions concerning this RFP will be directed to Frank Fountain as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Bill Cooper, the University's Director of Supplier Diversity, at (434) 924-7174 or wsc6ja@virginia.edu. The

University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Questions

All questions concerning this RFP must be sent to the buyer listed above no later than 3:00 p.m. (EDT) on Friday, July 23, 2010 in order to guarantee a timely response prior to the proposal due date.

D. Proposal Deadline

All proposals must be received at the Issuing Office by 3:00 p.m., (EDT) on Friday, July 30, 2010. Four copies of each proposal must be provided in individual, bound volumes. Firm(s) must also include an electronic copy of the proposal on a CD-ROM, excluding any pre-printed materials such as financial statements. The electronic copy should be formatted as a Microsoft Word document.

E. Negotiation/Design-Review Meeting

Negotiations and a Design-Review Meeting for Finalists, which will involve two or more firms, will be conducted by the University on the firms' proposals and proposed terms and conditions. The Negotiation/Design-Review Meeting is scheduled for 10:00 a.m. EDT on Monday, August 16, 2010. The location of the Negotiation/Design-Review Meeting will be communicated to the chosen Finalists at the appropriate time.

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(s) 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.; and
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(s) 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 Questions
2. Negotiation/Design-Review Meeting
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(s)

All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the

University. Alternately, 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 single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed 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.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firm(s) 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.

2. Preferred 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.

Firm(s) whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm(s) 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 citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm 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. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

Attachment 1
Mandatory Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, the Selected Firm(s) 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(s) 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(s) deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Eric N. Denby
Director of Procurement Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690

If to the Selected Firm(s):

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(s) is not an employee of the University, but is engaged as an independent contractor. The Selected Firm(s) 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(s) 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. Workers' Compensation and Employers' Liability

The Selected Firm(s) will (i) maintain Employers Liability coverage of at least \$300,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace

The Selected Firm(s), its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, 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(s) 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(s) 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(s), the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

I. Information Technology Access Act

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

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

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

J. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm(s) (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Selected Firm(s) warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims. The Selected Firm(s) will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

K. eVA Business To Government Registration

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

L. eVA Transaction Fee

The Selected Firm(s) agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the

Selected Firm(s) will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

M. Contractor License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

License # _____ Type _____

Subject to Section V., Contents of the Proposal, item B. Firm Information, Personnel, References and Operations, #8 of this RFP, a copy of the license must be furnished upon request to the University or VASCUPP member institution.

N. Unauthorized Alien Use.

The Selected Firm(s) warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm(s) furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.

Attachment 2
Preferred Contractual Provisions

A. Goods and Services

During the term of this Agreement, the Selected Firm(s) 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 five years, with the ability to renew on the same terms and conditions, for two additional one-year periods if mutually agreeable to the University and the Selected Firm(s). The Selected Firm(s) and the University will mutually agree at least 180 days prior to each renewal period 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(s) 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(s) or its agents or subcontractors, including the provision of any services or products. The Selected Firm(s) 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(s) 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(s).

H. Non-Appropriation

Funding for any Agreement between the University and a Selected Firm(s) 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 by the University 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(s) 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(s) must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm(s) construe these minimum required limits to be their limit of liability to the University. The Selected Firm(s) will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm(s) satisfies the insurance requirements of the University. The Selected Firm(s) 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(s).

Comprehensive Commercial General Liability:

The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$2,000,000 per occurrence and an aggregate limit of at least \$4,000,000, with coverage for the following:

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

Automobile Insurance:

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

{X} Any Automobile

Installation Property Floater:

The Selected Firm(s) and any Subcontractor will maintain property insurance for the full value of the property to be installed at the University. This insurance should provide coverage on the property while in the course of transit and while being installed and tested at the work site.

*Additional Insured:

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

L. Use of Agreement by Third Parties

It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm(s).

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

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

M. Favored Nations

The Selected Firm(s) 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 the Selected Firm(s) 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 at this web site:

[http://www.odu.edu/af/materiel/polproc/HighEd_manual_november_12_2009%20 .pdf](http://www.odu.edu/af/materiel/polproc/HighEd_manual_november_12_2009%20.pdf)

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

The Selected Firm(s) 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(s) will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm(s) will submit the quarterly SWAM business reports to:

Nancy Noblette

Administrative Assistant to the Director of Procurement Services

E-mail: nrn9g@virginia.edu

The quarterly SWAM business reports will contain this information:

- SWAM firm's name, address and phone number with which the Selected Firm(s) 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.

The Selected Firm's failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm's failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm(s) as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 4.M. of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

R. Electronic Procurement Clause

In the event that the Selected Firm(s) agrees to provide and maintain an electronic catalog in the University's Electronic Marketplace (the "Marketplace"). Catalogs can be hosted in the Marketplace or a punchout from the Marketplace to the Selected Firm's website. The University requires the following from its catalog vendors.

Hosted Catalog Firm(s) will:

- Periodically update items, descriptions and pricing. Not to exceed four times per year.
- Use SciQuest functionality to identify product classifications such as hazardous materials, radioactive, controlled substances, etc.
- Address pricing discrepancies within one business day.
- Invoice all items at catalog prices until a new price file is submitted and approved by the University.
- Not increase prices more than once per year and will allow 30 days to review any price changes prior to changing invoiced prices.

Punchout Catalog Firm(s) will:

- Notify the University's Contract Administrator of pricing and product changes prior to making a change.
- Clearly notate shipping terms, return policy and cancellation policy in the punchout catalog.
- Provide training or help details in the punchout catalog.
- Allow customization of the punchout catalog with the University's marks, logos and/or necessary language.
- Agree that to the extent the terms and conditions of this Agreement are in conflict with those in the punchout catalog, this Agreement will take precedence.
- Provide an error message as connectivity interruptions arise.
- Have a privacy policy that complies or is similar to the Platform for Privacy Preferences Project (P3P) standards.

The Selected Firm(s) will:

- Ensure that the Catalog data is maintained, updated and accurate.
- Invoice at catalog prices or lower and accept payment of catalog price if there is a discrepancy
- Negotiate freight terms for Marketplace purchases.
- Agree to develop and maintain a delivery performance standard and provide annual reports on such performance
- Register in eVA and maintain its registered status for the term of this Agreement. Additionally, maintain the necessary number of eVA sites for orders to be placed from the Marketplace.
- If necessary will maintain and update accurate Ship to addresses in its system
- Provide reports as required by the University update and maintain its catalog in the system. Such reports may include sales by item, price and quantity sold per time, percentage increase in sales, average lead time, percentage of on-time deliveries and delivery errors.
- Support a manual process for change orders.
- Encourage University user to utilize the UVa Marketplace for placing orders

The University reserves the right to remove the Selected Firm's catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at anytime during the term of this Agreement.

S. Payment Terms

The Selected Firm(s) may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: "5% 15/Net 30" would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in Accounts Payable, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm(s), invoices submitted to the University by the Selected Firm(s) for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

The Selected Firm(s) agrees to receive payments electronically and provide any additional discounts that may result from paying electronically. The firm will contact the University's Payment Processor Specialist group in Procurement Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email: uva-prs-boa@virginia.edu]. Accordingly, the Selected Firm(s) agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment.

T. Marketing

The University encourages the Selected Firm(s) to appropriately and specifically market itself to applicable end-using University departments that may be interested in the Selected Firm(s)'s Goods and Services. However, the Selected Firm(s) will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail.

In the event that the Selected Firm(s) engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

U. Future Goods and Services

The University reserves the right to have the Selected Firm(s) provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

V. System Acceptance

“System Acceptance” will encompass testing and observation of the fully functional and operational product. The University’s Contract Administrator will determine if the product specifications have been met, shortly after installation and integration of the product. Warranty will begin as of the date of Product Acceptance. In the event that the University does not accept the product, the University may elect to require the Selected Firm(s) to provide a replacement product or terminate the Agreement.

The University’s Contract Administrator will be the sole representative of the University and will have sole authority to act on the University’s behalf with regard to Product Acceptance; however, that in the event of a dispute regarding any material aspect of Product Acceptance unable to be resolved by the University’s Contract Administrator, then the procedures in the Procedure for Resolution of Contractual Claims will be followed.

W. Confidentiality

All firms responding to this RFP represent and confirm that the contents of the firm’s proposal(s) and any resulting Agreement are not confidential and will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

X. Account Manager

The Selected Firm(s) agrees to provide a named individual (“Account Manager”) to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm(s). The Account Manager will be the University’s primary contact, although the Account Manager will be assisted by other members of the Selected Firm’s staff in completing key activities.

In the event that the Account Manager (or any other individual responsible for the University’s account) is no longer employed by the Selected Firm(s), is unavailable for any reason, or is performing in an unsatisfactory manner (as solely determined by the University); the Selected Firm(s) will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel any resulting Agreement. If the University accepts a proposed replacement, the replacement will provide the Goods and Services at rates no higher than previously agreed and in accordance with all terms and conditions specified in the resulting agreement.

Attachment 3
Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments 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 must be 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(s) 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(s) 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(s) 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(s). If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected Firm(s) and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm(s) mutually agree.

D. The Assistant Director of Procurement Services will mail his or her decision to the Selected Firm(s) within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm(s) 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(s). If such discussion is to be held, the Director of Procurement Services will contact the Selected Firm(s) and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement Services and the Selected Firm(s) mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected Firm(s) 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.

H. Nothing in this Attachment 3 will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement; provided, the Selected Firm(s) may not file such claim unless and until it has complied fully with the procedure set forth in this Attachment 3.



Attachment 4

Executive Vice President and Chief Operating Officer's Request for Commitment

Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women-and minority-owned (SWAM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Leonard W. Sandridge Executive Vice President and Chief Operating Officer
LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228