



Request for Proposal

In-Print Monographs and Related Services

RFP# MW071009

July 10, 2009

IMPORTANT DATES

Preproposal Conference — July 24, 2009

Proposal Due Date — August 7, 2009

Issued by
Procurement Services
Charlottesville, Virginia

A VASCUPP Member Institution



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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I. GENERAL INFORMATION

A. Purpose of this Request for Proposal (RFP):

The University of Virginia (“University”) seeks to obtain proposals from firms to provide In-print Monographs and Related Services for the University’s Libraries and to enter into an Agreement with one or more firms as a result of this RFP.

This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm(s) or individual selected to provide services for the University is referred to as the “Selected Firm(s).” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

B. RFP Schedule:

• Preproposal Conference	July 24, 2009
A Preproposal Conference will be held on Friday, July 24, 2009, 10:30 a.m. EDT in Carruthers Hall, Conference Room A, Charlottesville, Virginia (map may be viewed at this web site: http://www.virginia.edu/Map/). The purpose of the Preproposal Conference is to allow firms an opportunity to ask questions and obtain clarification relative to any facet of this RFP. While attendance at this conference is optional and is not a prerequisite to submitting a proposal, interested parties who intend to submit a proposal are strongly encouraged to attend. Bring a copy of the solicitation with you. No firm may have more than two representatives present at the conference. Firms planning to attend should notify Rebecca Sims by email (rgs2t@virginia.edu) no later than 3:00 p.m. EDT on Wednesday, July 22, 2009 of the names, titles, phone numbers and email address of the individuals who will attend.	

●Deadline For Receipt Of Proposals	August 7, 2009
All proposals must be received at the Issuing Office by 3:00 p.m., EDT, Friday, August 7, 2009. Firms must provide six copies of their proposal in individual, bound volumes. Firms must also include an electronic copy of the proposal on a CD or other appropriate electronic media, excluding any pre-printed materials such as financial statements. The electronic copy should be formatted as a Microsoft Word document.	
●Oral Presentations	Tentative Date: September 1 – 2, 2009
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal.	
●Negotiations	Tentative Date: September 17 – 18, 2009
Negotiations with two or more firms may be conducted by the University on the firms' financial proposals and proposed terms and conditions.	
●Expected Award Date	November 16, 2009

C. Communication with the University

1. Refer all questions / correspondence to the issuing office:

University of Virginia
Department of Procurement Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Michael Warlick
Phone: 434-924-8918
Fax: 434-982-2690
Email: warlick@virginia.edu

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

2. During this procurement, all communication with the university regarding this RFP must be directed to the Procurement Services office and the buyer listed above. Any failure to adhere to this requirement may result in the rejection of the firm's proposal. The only exception is for issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be directed to Bill Cooper, the University's Director of Supplier Diversity, at (434) 924-7171 or SWAM@virginia.edu.

3. This RFP has been posted on Procurement Services' web site for your convenience: <http://www.procurement.virginia.edu/main/publicpostings/RFP.html>. Addenda and attachments are posted if issued. 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 above. Additional information can be found on Procurement Services web site: <http://www.procurement.virginia.edu/main/>.

II. BACKGROUND 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 21,000 plus students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University's outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 12,000 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation's finest, and graduates who have consistently been among the forefront of our nation's shapers. At the University, our bright future is the direct result of our great history.

The University's Libraries serve the research and curricular needs for undergraduate students, graduate students and faculty. Two units of the University Libraries will be provided services for the acquisition of in-print monographs and related services as a result of this RFP: the University Library (hereafter referred to as Alderman Library) and the Colgate Darden Graduate School of Business Library (hereafter referred to as the Darden Library). Alderman Library serves as the main research collection of the University Library and administers additionally the following libraries: the Fiske Kimball Fine Arts Library; the Music Library, the Science and Engineering Library; the Clemons Library, a readers library primarily for undergraduates; and five departmental libraries: the Biology/Psychology Library,

the Chemistry Library, the Math/Astronomy Library, and the Physics Library. The University Library units covered by this RFP currently use the Unicorn library management system from SIRSI.

During fiscal year 2008/2009, the combined expenditures for materials covered by this RFP exceeded \$900,000. This dollar amount is likely to change, and the University does not guarantee any dollar volume for the term of any Agreement resulting from this RFP. The University intends to enter into an Agreement with one or more firms as a result of this RFP. The Selected Firm(s) will supply services for the acquisition of in-print monographic materials in response to: one-time firm orders, several separately profile approval plans, standing orders for sets and some monographic series and related services for making supplied materials ready for the libraries' shelves.

III. SCOPE OF GOODS AND SERVICES

It is the University's intent to enter into an Agreement with the Selected Firm(s) to provide the acquisition of in-print monographs and related 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. It is expected the Selected Firm(s) will have been actively engaged in the business of providing services for the acquisition of in-print monographs and related services to academic libraries for a minimum of ten years. For the purposes of this RFP, a firm which has had continuous management but which may have changed ownership during a ten year period will be considered responsive.

- A. The Selected Firm(s) should be capable of providing in-print monographs in all subject areas.
- B. The Selected Firm(s) should be capable of providing in-print monographic materials by each of the following methods:
 - 1. Firm orders on a one time basis
 - 2. Approval orders according to profiles established by the University
 - 3. Standing orders – for monographic series both numbered and unnumbered and for sets with volumes issued over a period of time (one to ten years)
 - 4. Rush within the University specified timeframe and with duplication control.
 - 5. Out of Print as needed
 - 6. Electronic Books – individual titles and packages
- C. The Selected Firm(s) should be capable of providing in-print monographic materials from publishers in the following geographic locales:
 - 1. United States
 - 2. Canada
 - 3. Australia

4. United Kingdom
 5. Continental Europe (Darden Library only)
 6. Latin America including Mexico
 7. Asia/Pacific Rim
 8. African Nations
- D. All publishers of the types listed below should be covered by the Selected Firm(s) unless a given publisher has a policy of not selling through book dealers or unless the publisher has a history of non-supply.
1. Trade publishers
 2. University presses, University departments and affiliates
 3. Societies, both Scientific and non-scientific
 4. Small presses
 5. Non-paper format publishers
 6. Associations
 7. Art museums and Galleries
 8. Government agencies
 9. Quasi-governmental organizations (e.g. United Nations, Organization of American States, World Health Organization, NATO, etc.)
- E. The Selected Firm(s) should be able to provide all formats of publications unless otherwise specified in this RFP.
- F. Fulfillment – Regular Firm Orders
1. If unable to supply a title within 60 calendar days, the Selected Firm(s) should notify the University with the reason for non-fulfillment within 60 calendar days of receipt of the order. The University will have the option to cancel or continue the order.
 2. There should be a fulfillment rate of 80% of firm ordered in-print monograph materials within 60 calendar days of receipt of the order by the Selected Firm(s).
- G. Fulfillment – Approval Orders
1. The Selected Firm(s) should have the ability to supply information slips with books shipped automatically on approval and under several profiles as well as for titles outside of the automatic profile.
 2. Titles shipped automatically under the several profiles should be shipped within 30 calendar days of publication dates.
 3. Titles selected by the University from notification slips should be shipped by the Selected Firm(s) within 30 calendar days of notification by the University.

H. Rush Orders

1. The Selected Firm(s) should have the ability to display stock status in their on-line order system.
2. Titles shipped on rush should automatically be blocked on corresponding approval plans.
3. The Selected Firm(s) should be able to supply within the University specified time frame.

I. Shipments

1. Shipments should be made by the Selected Firm(s) so that they are delivered to the University within five calendar days of the shipping date.
2. The Selected Firm(s) should label all boxes on the outside with the appropriate account number and the number of boxes in the shipment and the name of the library.
3. The Selected Firm(s) needs to be able to ship materials to multiple sites within the Library system.
4. For shipments lost or damaged in transit, the Selected Firm(s) should reship, at the Selected Firm(s) expense, within 30 calendar days of notification by the University.

J. Claims

1. The Selected Firm(s) should have the ability to accept claims submitted by mail, EDI, electronic mail, facsimile, telephone, online, or other electronic means.
2. The Selected Firm(s) should notify the University of the status of all claims within 7 calendar days for regular orders and within 24 hours for Rush orders of submission of the claim by the University.
3. Claims sent to the Selected Firm(s) should be directed to the publisher by the Selected Firm(s) as necessary within seven calendar days of receipt from the University.

K. Reports

1. The Selected Firm(s) should be capable of providing clear and understandable reports in electronic format (preferable Microsoft compatible) on a monthly basis or more often and on demand. Examples of types of reports that may be requested include:
 - a. The number and percentage of titles supplied within 30, 60, 90 or more days of receipt of the order.
 - b. The number of titles supplied, total cost and average cost per title/volume broken down by subject for each of the several approval profiles separately.
2. Availability reports on the status of outstanding orders should be generated at a minimum interval of 30 calendar days.

3. The Selected Firm(s) should be capable of supplying customized management reports on demand.

L. Cancellations and Returns

1. The University should have the option of canceling individual titles at any time by e-mail, phone, online, facsimile, and mail. The Selected Firm(s) should not make shipments of cancelled items except on the basis of a new or reconfirmed order. The Selected Firm(s) should confirm all cancellations within seven calendar days.
2. The University should have the option of returning to the Selected Firm(s) shipments of previously cancelled titles at no cost to the University.
3. The Selected Firm(s) should accept returns of defective, damaged, or incorrect items by the University without the University having to seek prior approval for the return and at no cost to the University.
4. The Selected Firm(s) should allow the University to apply credit to invoices on hand by short paying invoices less the value of the missing or returned material.
5. The Selected Firm(s) should accept the return of defective items or items received in error even if local bar code or label has already been attached.

M. The Selected Firm(s) should be capable of providing electronic and online services that should include, but not be limited to:

1. Online access to the Firm's title database for checking availability of titles and series, changing orders, and canceling orders.
2. Ability to navigate to titles grouped by specific Library of Congress class and or Subject Heading/Area.
3. Ability to view approval slips online and place orders online.
4. Ability to place orders using Electronic Data Interchange (EDI).
5. Fiscal management data in an electronic format of the University's choosing.
6. WorldCat Selection.
7. EDI of invoice data from the Firm to the University compatible with the University's integrated library system (currently the Unicorn library management system from SIRSI).
8. Access to customer service representatives, including a toll free phone number, e-mail, and online help services.
9. Online tools to support selection and collection development including book reviews, tables of contents, and images of book covers.
10. In addition, the Selected Firm(s) should be able to supply Machine Readable Cataloging

(MARC) records for all ordered titles (slip and approval), or should be an active vendor participant in OCLC's PromptCat service, and/or provide full Cataloging Services for all titles, and be able to provide Electronic Order Confirmation Records (EOCRs) on each title ordered on slip approval.

N. The Selected Firm(s) should be capable of supplying services for the preparation materials for shelving upon receipt by the University. These services should include but not be limited to:

1. Supply and affix 3M security strips.
2. Apply Library's ownership stamp inside front cover.
3. Apply barcode label on front cover, and include the barcode number in the associated MARC record.
4. Apply permanent and secure spine labels with location codes and LC classification information. [Foil-backed is an acceptable option, but so is Se-Lin].
5. Binding of paperbound books.

O. Exclusions

The following types of materials are excluded from this RFP:

1. Music scores and music sound recordings.
2. Periodicals and serials on subscription order and back issues of subscription titles.

IV. CONTENTS OF THE PROPOSAL

Firms interested in responding to this RFP should prepare their proposals simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. 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 the firm's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms should provide information in their proposal in accordance with the following:

A. Cover Letter and Signature Page

A cover letter must be bound into the proposal and must include the signature of an authorized representative of the firm. Include in the letter the person(s) responsible for developing its RFP response and the firm's primary contact during the RFP process, to include phone numbers and email address.

B. Goods and Services

1. Provide a plan of operation to provide the services set forth in Section II, Background and Goals of the University, and Section III, Scope of Goods and Services, specifically and clearly responding to each paragraph and subparagraph in the order addressed.
2. Describe the firm's internal quality control procedures.
3. Describe the firm's customer service capabilities / procedures and include the following:
 - a. The Firm's ability to provide a toll-free telephone line or willingness to accept collect telephone calls from the University and to provide electronic mail access to its customer service staff by the University.
 - b. The Firm's willingness to assign a single individual or team to handle the University's account and any problems associated with the account.
 - c. A list indicating which individuals or positions would have knowledge of an Agreement with the University.
 - d. Names, titles, and appropriate experience of each person directly responsible for the University's account.
 - e. The firm's commitment to the University in terms of resources, personnel, investment, etc.
 - f. The Firm's ability to respond to non-claim messages (any request for information or assistance) from the University by the firm's representative.
 - g. The Firm's ability to include regular visits to the University by the Firm's representative.
 - h. The Firm's provisions and procedures currently being used for processing rush orders and any restrictions or changes for this service.
 - i. The Firm's willingness and ability to supply titles from publishers which are not listed in its database and describe any existing added charges for this service.
 - j. The firm's list of existing cancellation or return policies.

C. Firm Information, Personnel, References

1. Provide a brief history of the firm.
2. Provide information on those individuals assigned to work with the University including a description of their experience.
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.

D. Financial Proposal

1. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.
2. Describe how the University will benefit from cost savings by accepting the firm's proposal.
3. State the firm's capability for accepting electronic payments through Automated Clearing House (ACH) and/or purchasing card and provide any additional discounts that may result from paying electronically.

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.
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.

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 2009 SWAM plan spend goal for firms certified by DMBE is:

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.

Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by the Commonwealth of Virginia's Department of Minority Business Enterprise (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. Site Visits

It may be necessary or desirable for the University's evaluation team of less than five 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.

H. Other Information

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

V. BASIS OF SELECTION

A. Evaluation

Proposals will be evaluated based upon the overall merits / value of the proposal using the following criteria:

1. The firm's plan to assist the University to meet its goals for the acquisition of in-print monographs and related services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;
2. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;
3. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
4. The firm's financial proposal including but not limited to discounts, service charges and other charges;
5. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
6. The contractual terms that would govern the relationship between the University and the Selected Firm(s);
7. 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
8. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

B. Selection

The University intends to select two or more firms for negotiations. After negotiations have been conducted and if the University chooses to make award(s), the University will select the firm(s) 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.

VI. TERMS AND CONDITIONS

A. Contractual Provisions

The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section IV, 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 Contractual Provisions (Attachment 1) so that all proposals will be governed by the same basic contractual terms. If a firm feels a mandatory provision is unreasonable it needs to contact the University before proposals are due. 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.

The University includes Preferred Contractual Provisions (Attachment 2) so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals. Unless a firm states its exception to any of the preferred provisions in its written proposal, the proposal from the firm will automatically be deemed to include those provisions.

B. Rejection of Proposals

The University reserves the right to reject any or all proposals received. Non-acceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm(s) exists, or when the University rejects all proposals.

C. Offer Period

By submitting a proposal, the firm agrees that its proposal constitutes an offer which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals.

D. Reference Checks

By submitting a proposal, 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.

E. Virginia Freedom of Information Act:

Except as provided, 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(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)'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) 924-6154

If to the Selected Firm(s):

The person signing the Selected Firm(s)'s proposal in response to the University's RFP, at the Selected Firm(s)'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(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)'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 \$100,000 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)'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)'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. University Registration

The Selected Firm(s) agrees to register as a vendor with the University of Virginia at the following site: <https://www.procurement.virginia.edu/forms/USVednorRegForm.html>

K. eVA Registration

The eVA Internet electronic procurement solution 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 and 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 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.

L. 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. A copy of the license must be furnished upon request to the University or VASCUPP member institution.

M. 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.

N. 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 thereof free and clear of claims of any nature by any third party including without limitation copyright or patent 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.

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 an Agreement
The expected term of a resulting 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)'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).

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 \$500,000 per occurrence with coverage for premises and operations.

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 \$500,000 per accident on all owned, hired, and non-owned vehicles operated by their employees.

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 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 on Procurement Services web site at:

<http://www.virginia.edu/procurement/about/PurchasingManual.html>

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)'s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm(s)'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."

Q. Payment Terms

The University's payment terms are Net 30 from receipt of invoice or delivery of goods/services, whichever is later. The Selected Firm(s) may request earlier payment so long as those terms 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.

The Selected Firm(s) will accept that no payment of any invoice will be made until all items on the invoice have been delivered in satisfactory condition. In the event of a short shipment, the University may process for payment only those items on the invoice that have been received in acceptable condition.

R. Electronic Payments

The Selected Firm(s) agrees to receive payments electronically (vs. check). Reference the following link for details on signing up to receive payments electronically: <http://www.procurement.virginia.edu/pagepaymentmethods>. If you have any questions, please contact the University's Payment Processor Specialist office [Phone: (434) 924-4212 – E-mail: uva-prs-boa@virginia.edu].

S. Future Goods and Services

The University reserves the right to have the Selected Firm(s) provide additional Goods and Services under the same favored nations pricing, terms, and conditions across the Selected Firm(s)'s product and service line. Such additional Goods and Services may include Goods and 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 most favored nations pricing, terms, and conditions.

T. Current or Pending Litigation

The Selected Firm(s) warrants that the University has been supplied with an accurate list of all current or pending litigation in which the firm is involved, and acknowledges its obligation to supplement that list by notifying the University of litigation that subsequently arises.

- U. Publishers' Invoices
The University reserves the right to request copies of the original publishers' invoices from the Selected Firm(s) at any time during the Agreement term
- V. Substitutions
The Selected Firm(s) will make no substitutions or additions of titles, editions, formats or any specific changes of any individual item ordered unless expressly authorized by the Contract Administrator or his/her designee in the library unit affected.
- W. Referencing Purchase Orders
All correspondence from the Selected Firm(s) concerning specific orders or titles will reference Library's full purchase order number for each title or item as appropriate.

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)'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.

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,

A handwritten signature in black ink, appearing to read "Leonard W. Sandridge".

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer

LWS:dr

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