



Request for Proposal

Mobile Website and Application Development

February 23, 2012

Issued by

The University of Virginia
Procurement and Supplier Diversity 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

I. GENERAL INFORMATION

Request for Proposal (RFP) Name: Mobile Website and Application Development

RFP Number: MW022312

Issue Date: February 23, 2012

Brief Description: The University of Virginia (“University”) is seeking a firm(s) to provide Mobile Website and Application Development.

RFP Schedule

- **Preproposal Conference:** An optional Preproposal Conference will be held on Friday, March 2, 2012, at 10:00 a.m., EST, in Carruthers Hall (Conference Room A), 1001 N. Emmet Street, Charlottesville, VA, 22904 (map viewed at this web site: <http://www.virginia.edu/map/>). The purpose of this conference is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP. Firms planning to attend the Preproposal Conference should notify the buyer listed below via email. In addition, if you know of any questions that you have prior to the Conference, please submit them to the buyer via email by Thursday, March 1, 2012.
- **Proposal Due Date:** Friday, March 9, 2012, by 3:00 p.m. EST. Please send six copies of your proposal to the address listed below. In addition, please send a copy of your proposal via email to the buyer.

Note: Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified and accompanied by a suitable justification requesting non-disclosure. It is recommended these section be highlighted (light yellow, etc) in order to make them easily identifiable.

Note: The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

- **Negotiations:** Negotiations are tentatively scheduled for the week of March 26 – 30.
- **Expected Award Date:** First Award -- April 19, 2012; Second Award -- June 8, 2012.

Term of Agreement: The expected term of any resulting Agreement will be for five years, with the ability to renew on the same or similar terms and conditions, for two additional one-year periods.

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement and Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202

Buyer: Michael Warlick
Phone: 434-924-8918
Fax: 434-982-2690
Email: warlick@virginia.edu

NOTE 1: 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.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Houghton, Director of Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm's proposal or cancellation of the 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 its 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.

The RFP has been posted on Procurement and Supplier Diversity Services web site and can be downloaded at: <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. Addenda and attachments are posted if issued. 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 and Supplier Diversity Services web site at <http://www.procurement.virginia.edu>.

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

II. SCOPE OF SERVICES

This RFP is separated into two phases. In the first phase, it is the University's intent to make an award/issue a purchase order to a Selected Firm to provide mobile website development for the University's Darden Graduate School of Business ("Darden") in accordance with the guidelines contained in Section A, Darden — Mobile Website Development, below.

In the second phase, it is the University's intent to enter into an Agreement with a Selected Firm(s) to provide application development ("App") for mobile platforms (iPhone, Android, etc.), in addition to mobile website development, to meet potential future needs of the University on an as needed basis. The requirements to be considered for an award for this portion are shown in Section B, University — Mobile Website and Application Development, below.

In order to be considered for the Darden award, firms must meet the requirements shown in Section B. It is expected that the firm selected to develop the mobile website for Darden will also be awarded an Agreement to potentially develop Apps and mobile websites for the University.

To be clear, while only one firm will be selected to provide mobile website development for Darden, more than one firm *may* be selected to provide App and mobile website development to meet the potential future requirements of the University (i.e., the University makes no guarantee of any future business that will be generated from any resulting agreement).

In order to achieve these goals, the Selected Firm may be requested to provide the services as outlined below.

A. Darden — Mobile Website Development

Darden seeks a qualified firm to develop a Darden mobile website. This site should be a suite of new and current pages that are optimized for viewing on a variety of mobile devices. The site must be implemented and available no later than **August 1, 2012**.

1. General Requirements

- a. Collaboratively work with Darden on the design and functionality of the application.
- b. All mobile pages should have a distinctive Darden look and feel, and use terms such as "Grounds" instead of "Campus", "First-year, Second-year, MBA for Executives, etc." instead of "Freshman, Sophomore, etc."
- c. The suite of pages should include existing Darden sites such as the "Darden Voices" (<http://www.darden.virginia.edu/web/Media/Darden-Social-Media/Darden-Voices/>). In addition, Darden should be able to include data feeds and/or additional applications not built by the Selected Firm (e.g., specialized applications created by Darden IT or other outside vendors).
- d. The specialized applications should interact with the core mobile device functionality whenever possible. For example, being able to add the events from the Darden calendar to the native device Calendar or add the Darden Directory search results to the native device Contacts.

- e. Work with internal and external stakeholders to determine the content that should be included in the mobile website, as well as the length and information architecture of the content.
2. Application Requirements (to include but not limited to):
- a. When a user opens the application for the first time only, he/she is presented with a message screen (e.g., a letter from the president).
 - b. When a user opens the application for the first time only, he/she is asked to self identify (e.g., current student, faculty & staff, alumni, etc.), with a “no thanks” option as well.
 - c. The application should be customizable, allowing the user to easily add, remove and reorder functions from a list of available functions.
 - d. A GPS enabled interface with Google Maps, for map of Grounds.
 - e. Receive and display RSS feeds from the Darden School and University of Virginia’s various calendars, news sources, social media, emergency alerts, etc.
 - f. Access the Darden School’s Directory application (an internally-written application based on Ruby on Rails) for contact information of current students, faculty and staff.
 - g. Show current Darden photos and videos available in compatible formats such as Quicktime, and from compatible sources such as YouTube.
 - h. Integration with internally-written Career and Registrar applications that display the most used functions of those applications.
 - i. Access and display optimally-mobilized pages from our current web site that are based in our current CMS platform, Ektron.
 - j. Tested and optimized across a range of mobile devices (iPhone, Android, Blackberry and others).

B. University — Mobile Website and Application Development

To be considered for an award, the Selected Firm(s) should meet the following requirements:

- 1. Three plus years experience building mobile websites and/or or developing Apps.
- 2. Cross-platform capabilities/experience to include but not limited to:
 - a. iOS (Objective-C)
 - b. Android (Java)
 - c. Windows Phone 7
 - d. Blackberry (Java)
 - e. Mobile Web (HTML 5, CSS 3 and jQuery Mobile or similar)
 - f. Application Programming Interface (API) Integration (JSON)
 - g. Database Integration (various)
 - h. Lightweight Directory Access Protocol (LDAP)
 - i. GPS/mobile mapping
 - j. Full search functionality
 - k. Content Management System (CMS) development (e.g. Wordpress, Django or similar)
 - l. Video streaming and distribution (e.g. Brightcove or similar)

3. Higher-Education experience.
4. In-house design team.
5. In-house strategy/discovery team.
6. Dedicated Project Managers.
7. In-house Quality Assurance (QA) team.
8. Willing to provide App submission services for University Apps under Selected Firm license for iTunes, the Android Market and other mutually-agreed platforms.

III. CONTENTS OF PROPOSAL

Proposals should include information requested in this section and presented in the order as outlined. Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in 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 firms' lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information:

- A. A brief history of the firm. Include the name of the firm's primary contact during the RFP process, to include phone numbers and email address.
- B. Services for Darden
Provide a proposal that addresses the requirements of Section II.A., Darden — Mobile Website Development, above. In the proposal, include a project timeline (from the date of award) and the proposed fees.
- C. Services for the University
Address each of the requirements discussed in Section II.B., University — Mobile Website and Application Development, above. Include the firm's fees/pricing methodology for mobile website and App development and any other pertinent information.
- D. Provide at least two references, preferably from higher education, for each of the following type of projects. Include the name of the firm / organization, the year the project was implemented, a link to the project, and the name of a contact person to include their telephone number and email address.
 1. Mobile Website Development
 2. Apple App Development
 3. Android App Development

- E. Contractual Arrangements
1. 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 (with any proposed modifications), and agrees that these provisions will become a part of any final agreement.
 2. Provide the University with any form or contract the University may be requested to sign.
 3. 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>.
- F. The firm's Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement. For more information about SWAM and the University's SWAM plan, please refer to Attachment 3 and this site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf. Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

NOTE: 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.

IV. BASIS OF SELECTION

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

- A. The firm's plan to provide the University with the Services as described in Section II, Scope of Services;
- B. The firm's experience in providing Services similar to those described in this RFP, to include the firm's references from clients;
- C. The firm's financial proposal;
- D. The contractual terms that would govern the relationship between the University and the Selected Firm;

- E. The firm's Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm's plan for utilization of SWAM businesses. *Note:* A 10% minimum weight will be given to this criterion in evaluating proposals; and
- F. Any other factors relevant to the firm's capacity and willingness to meet the University requirements.

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. All proposals received will be carefully evaluated by the University. The University then 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.

Firms should also note that, as described within, certain matters will automatically be deemed part of the proposal.

V. TERMS AND CONDITIONS

This solicitation and any subsequent award are subject to:

- A. The University's Mandatory Contractual Provisions, Attachment 1. Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions. 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.
- B. The University's Preferred Contractual Provisions, Attachment 2. Unless a firm expressly and specifically states its exception to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.

- C. The University's Procedure for Resolution of Contractual Claims
<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>
- D. The Selected Firm registering as a vendor with the University of Virginia.
<https://www.procurement.virginia.edu/pagevendorregistrationform>

Attachment 1
Mandatory Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests

The Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Assignment

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

D. Amendments

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

E. Notices

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 and Supplier Diversity Services
University of Virginia
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-4019
Fax: 434-982-2690

If to the Selected Firm:

The person signing the Selected Firm's proposal in response to the University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor

The Selected Firm is not an employee of the University, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this 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 this 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 and Supplier Diversity 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. 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 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 will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

K. Unauthorized Alien Use

The Selected Firm 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 furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

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 this Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. If the firm will be providing these types of services, a copy of the license must be furnished to the University or VASCUPP member institution.

Attachment 2

Preferred Contractual Provisions

A. Payment Terms

The Selected Firm 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 and Supplier Diversity 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 agrees to accept Bank of America's ("BoA") ePayables® (ghost card) method of electronic payment or BoA's PayMode® (direct deposit) payment method of electronic payment. For more information go to this link: <http://www.procurement.virginia.edu/pagepaymentmethods>.

For ePayables, the payment term is Net 20. For PayMode, the payment term is Net 30, unless alternate payment terms, with cash discounts (e.g., 1% 15/Net 30), are proposed by the Selected Firm. 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 the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

B. 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 this Agreement or price changes.

C. 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.

D. Indemnification

The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its 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 this Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, 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.

- E. Termination
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.
- F. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.
- G. 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 three years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm perform self-audits within reasonable parameters established by the University.
- H. 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.
- I. Insurance
Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm 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 satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Commercial General Liability:

The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence, with coverage for: premises/operations and products/completed operations.

Cyber Risk Insurance:

The selected Firm and any Subcontractor will maintain a minimum of \$1,000,000 per occurrence of Cyber Risk insurance to include privacy injury liability as well as data breach exposures.

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$500,000 per accident, with coverage for: owned, hired, and non-owned automobiles operated by its employees.

Additional Insured:

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

J. 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 this Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. The Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with the Selected Firm and will fully and independently administer its use of this 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 to extend this 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 this 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.

K. Favored Nations

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

L. 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 by the University's Director of Procurement and Supplier Diversity Services.

M. 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: <https://vascupp.org/hem.pdf>

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

The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

Lorie Strother
SWAM Contract Administrator
Procurement and Supplier Diversity Services
E-mail: <mailto:ljs8n@virginia.edu>

The quarterly SWAM business reports will contain this information:

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

The Selected Firm's failure to provide SWAM reports on a quarterly basis which contains 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 as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

O. Services

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

P. Future Services

The University reserves the right to have the Selected Firm provide additional goods and/or services that may be required during the term of this Agreement under the same pricing, terms, and conditions. Such additional 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 Services will be provided to the University at favored nations pricing, terms, and conditions.

Q. Ordering Procedures

The University does not place verbal orders for the Services. The University may place orders for the Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Services. Accordingly, at the University's request, the Selected Firm will issue a proposal/quotation listing the Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize the Selected Firm to provide the Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm provides Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

R. Confidentiality

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party, and not to make any internal use of such material not required under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

1. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or
2. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
3. Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or
4. It is disclosed to a third party by the disclosing party with an obligation of confidentiality; or

5. It is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
6. The receiving party is obligated to produce as required by law, lawfully issued subpoena, or a court order, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

Upon written request of a disclosing party, the receiving party will return all information disclosed in written or tangible form, and the receiving party will destroy all of its copies, excerpts, or notes made by it which contain any portions of the information unless otherwise provided for by the parties.

S. Compliance

The Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to the Selected Firm upon request.

The Selected Firm warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Selected Firm, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

T. 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 (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 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 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.

U. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

V. No End User Agreements

This Agreement is the entire agreement between the University (including University employees and other End Users) and the Selected Firm. In the event that the Selected Firm enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements will be null, void and without effect, and the terms of this Agreement will apply.

W. Agreement Signature

Any resulting agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.

Attachment 3

Vice President for Management and Budget's Request for Commitment



Office of the Vice President for Management and Budget

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 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 a particular institutional focus on developing long-term business relationships with minority- and women-owned businesses. We count on our majority firms to help us achieve our goal.

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 The University. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. 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 that reads "Colette Sheehy".

Colette Sheehy
Vice President for Management and Budget