



Request for Proposal

Child Care Services



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

A VASCUPP Member Institution

Issued by
Procurement Services
Wise, Virginia

Child Care Services
Request for Proposal # MEM092822
September 30, 2022

<u>Table of Contents</u>	Page
I. Overview of the RFP Process.....	2
II. Background Discussion and Goals of the University.....	3
III. Scope of Goods and Services	4
IV. Basis of Selection	10
V. Contents of the Proposal.....	11
VI. Information about this RFP	
A. Procurement Schedule.....	19
B. Issuance of RFP and Questions	19
C. Preproposal Conference	20
D. Proposal Deadline	20
E. Oral Presentations and Negotiations.....	20
F. Communications	21
G. Formation of the Agreement with the Selected Firm.....	22
H. Provisions Deemed Included in the Proposal.....	22
I. Rejection of Proposals	24
J. Virginia Freedom of Information Act	24
 Attachment 1 - Mandatory Contractual Provisions	 26
Attachment 2 - Preferred Contractual Provisions	33
Attachment 3 - Procedure for Resolution of Contractual Claims	41

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This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site <https://www.uvawise.edu/about/leadership/finance-operations/college-services> . 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. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP.

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia ("University"), a Virginia public corporation, and The University of Virginia's College at Wise (College) seek an experienced firm to operate child care facilities and provide high-quality child care services for the employees, students and other designees of The University of Virginia's College at Wise (College), located in Wise, Virginia, with a fee structure consistent with market pricing. 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 Parties have the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the Parties is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the Parties proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth and the University encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

The University of Virginia's College at Wise is a public, liberal arts college located in the southwest corner of the Commonwealth of Virginia. Since its modest beginnings in 1954, The University of Virginia's College at Wise has grown into a regionally and nationally recognized public, liberal arts college. Ranked by U.S. News and World Report as one of the South's top public liberal arts colleges, the College is a division of the University. The college's progress, from those first classes on the old county poor farm to a vibrant and relevant learning community, is fueled by a cadre of faculty, staff, students, and greater citizenry who believe passionately in its mission of student success and service. Access, affordability, honor, and initiative are watchwords of the UVA Wise culture. In the heritage of Thomas Jefferson, the primary concern is education in the liberal arts and sciences, the ultimate goal being to prepare students to be full participants in a democratic society and the world at large.

A member of the Council of Public Liberal Arts Colleges and recognized as a College of Distinction, UVA Wise offers majors in the liberal arts and sciences and in professional programs, including education, business, nursing and software engineering. Ninety-four percent of the student body is from Virginia and, whether rural or urban, many students are economically disadvantaged and the first in their families to attend college. UVA-Wise is devoted to undergraduate education. It is one of only two undergraduate public institutions in Virginia, and one of the youngest colleges in the state.

UVA Wise enrolls more than 2,000 students and offers three degrees across 30 majors, 32 minors, 7 pre-professional programs and 18 licensures, organized in 10 academic departments. Four majors have specialty accreditation: computer science (Accreditation Board for Engineering and Technology - ABET), education (Teacher Education Accreditation Council), nursing (Commission on Collegiate Nursing Education) and software engineering (ABET).

This RFP contemplates several key steps to enhance the provision of child care services at the University:

- A. Development, design, and operation of a new childcare facility for approximately 30 children to serve employees and students of the Parties.
- B. Management responsibility for the Child Development Center may transfer from the University to the Selected Firm.
- C. Potential future expansion of child care facilities as determined to be necessary by the Parties.

III. Scope of Goods and Services

It is the Parties' intent to enter into Agreement(s) with the Selected Firm(s) for operation of child care facilities and for providing child care services to include those goods and services (the "Goods and Services") necessary to help the Parties achieve their goals as outlined in this RFP. In order to achieve this goal the Selected Firm may be requested to provide those Goods and Services outlined in this section.

A. Objectives

The Parties' objectives in providing child care services are:

- 1. Develop, design and operate a new child care facility with capacity for approximately 74 children at 1 College Avenue, with a fee structure consistent with market pricing.
- 2. Management responsibility for the Child Development Center may transfer from the University to the Selected Firm.

3. Manage potential future expansion of child care facilities as determined to be necessary by the Parties.
4. Provide programs that will be positive factors in employee relations contributing to the Parties to being perceived by its employees as responsive to their needs for child care services.
5. Offer programs which represent optimal and appropriate care and an educational environment for all children. This includes satisfying the requirements for certification/licensure by the Commonwealth of Virginia (“COV”) and provides:
 - a. A safe, healthy and nurturing environment.
 - b. Optimal physical, social, functional, and intellectual development for each child.
 - c. Assistance with each child's development of self-worth through personal success and positive reinforcement.
 - d. The opportunity for children and staff of different ages, cultures, languages, socioeconomic groups, and physical abilities to be represented and to celebrate diversity through enrollment, hiring procedures and program.
 - e. Develop partnerships with families and community.
6. Implement child development programs which will meet the needs of parents with regard to type of care and hours of care.
7. Meet or exceed all requirements to establish or continue accreditation including teacher/child ratios and group size.
8. Encourage children to be actively involved in the learning process, to experience a variety of developmentally appropriate activities and materials, and to pursue their own interests in the context of life and community in the world.

B. Child Development Center

The child care facility includes a 2,557 square foot building with related utility connections capable of being licensed for approximately 74 children; however, the maximum enrollment at this time is 30. There are four classrooms, which are comprised of one infant room, one toddler room, one pre-k room and one transitional preschool room.

C Requirements

The Selected Firm(s) will provide these services:

1. Participate in the design and development of a new child care center with a capacity of up to 74 children.
2. Potential future expansion of child care facilities as determined to be necessary by the Parties.
3. Make recommendations as to the ages of children to be served balancing the needs of the Parties' employees and the anticipated financial performance of the centers.
4. Operate new child care centers as specified in Section II, Background Discussion and Goals.
5. Operate child care centers which would meet State, Licensing, Health Department, and accreditation requirements in all respects, including staffing the centers with one care provider per four infants less than two years of age, at a minimum.
6. Operate child care centers which would minimize the risk of contracting infectious diseases between children in different age groups, maintain an isolation area for any child suspected of being ill, and address the needs of children with allergies.
7. Operate child care centers which would be open to all Parties' employees and students, and other designees on a first-come, first served basis, five days a week, from 7:30 a.m. until 5:30 p.m. daily, except holidays as

specified by the Parties. Any offers of enrollment will follow the priority system developed by the Parties.

8. Provide all children enrolled full-time with two snacks and beverages in accordance with COV guidelines for nutrition in child development centers, with children providing their own mid-day meal. The provision of any food and/or beverages must address children with special dietary needs, such as allergy, vegetarian, and religious restrictions.
9. Provide all children with a clean, safe environment, with a high quality curriculum appropriate to each age, and with a program which is designed to foster the optimal physical, social, emotional and intellectual development of each child.
10. Provide a plan for showing how parent communication will be maintained.
11. Establish a parent advisory board(s).
12. Provide the Parties with information regarding proposed child care fees, including the method of calculation and comparability to the private sector. The Parties will approve tuition and fees.
13. Furnish the Parties with a copy of any licensing reviews from the COV within 48 hours of receipt of review.
14. Operate a child care center that would serve also as a vehicle for research.
15. Provide child care center staffing with appropriate qualifications who shall be employees of the selected firm. At minimum, it would be expected to have a Director, Administrative Assistant, four Lead Educators, and four assistant educators.
16. Verify acceptability for employment of all candidates by conducting criminal background checks and consulting sex offender registries.
17. Be responsible for all direct and indirect costs incurred by the Selected Firm for operating the centers; such as labor, but not limited to: supplies, food and beverage, overhead, etc. Services rendered and associated costs borne by the Selected Firm will include, but are not limited to, the following:

- a. Day-to-day management of the child care facility
- b. Food purchase, preparation and service, as prescribed by the United State Department of Agriculture (“USDA”) Child & Adult Care Food Program (link: <http://www.fns.usda.gov/cnd/Care/>); along with appropriate monthly menu planning and accounting for those eating meals.
- c. Personnel costs of Selected Firm’s employees; such as labor, but not limited to: Social Security costs, salaries and wages, payroll costs, workers compensation, health insurance, and personnel development and training expenses
- d. Toys (indoors and outdoors)
- e. Instructional materials
- f. Supplies
- g. Classroom furnishings such as cots, cribs, mats, etc.
- h. Furniture
- i. Laundry, paper, disposable products, detergents and other kitchen and office supplies
- j. Maintaining first-aid equipment and supplies
- k. All expendable classroom supplies (e.g. paper, paints, crayons, clay), books and curriculum materials
- l. Student/parent public relations costs
- m. Accreditation process fees
- n. Necessary permits and licenses
- o. All financial accounting responsibility
- p. Annual report and financial statement, end-of-term report – enrollment and topics of concern
- q. Monthly financial statements and enrollment figures
- r. Annual inspections
- s. Insurance
- t. Transportation costs

- u. Monthly listing of all children and staff injuries
18. For any vehicle(s) that the Selected Firm chooses to utilize, it will be the Selected Firm's responsibility to provide automobile liability insurance, as well as the upkeep and maintenance of said vehicle(s).

D Center's Environment and Equipment

1. The Selected Firm will ensure that the center environment(s) and equipment are maintained in a manner conducive to the children's health, safety and comfort, and will therefore:
 - a. Be responsible for contacting the Parties in a timely manner to secure repairs needed for equipment and/or facilities for which the Parties retain ownership.
 - b. Ensure the physical health and safety features of the environment conform to local, state and federal requirements.
 - c. Be responsible for providing all program-related cleaning and maintenance. The facility will always be kept in a clean and safe condition. The Selected Firm will submit a maintenance plan describing their cleaning responsibilities.
 - d. Protect children against the danger of fire and smoke, injury attributable to the environment, against electrical hazards, and the spread of disease and infection.
 - e. Provide verbal notification to the Parties immediately upon leaving of any such hazard(s), and will provide written notification to the Parties within 24 hours of any investigation or citations by local, state and federal authorities.
2. The Selected Firm will be responsible for control of keys and electronic door access privileges obtained from the Parties. The Selected Firm will be responsible for replacement of lost keys and the cost of rekeying and replacement of lock cylinders required as a result of negligence or loss of keys.

IV. Basis of Selection

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

- A. The firm's plan to assist the Parties to meet its goals for the operation of child care facilities and for providing child care services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services; including:
 - 1. The firm's capacity to assist in the development and design of a new childcare center and potential future child care facility expansion(s); and
 - 2. The firm's demonstrated commitment to parental involvement in center policies and procedures related to the curriculum of the program;
- B. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP; including:
 - 1. The composition of the firm, including the key personnel committed to this project, and the firm's capability to provide the child care services as described;
 - 2. The firm's candidate(s) for the Center Director(s);
 - 3. The firm's experience with licensing and/or accreditation and its plan and intent to continue this licensing and/or accreditation;
 - 4. The firm's prior turnover rate of employees at other centers and their plan to keep turnover to a minimum;
- C. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
- D. The firm's financial proposal; including, but not limited to: proposed fee schedule, discounts, service charges and other charges;
- E. The quality of the proposal; specifically, responsiveness to requirements, adequacy of information provided, the quality of the proposed curriculum, ancillary services, and any other proposed services or special on-going programs.

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

V. Contents of the Proposal

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

A. Operations

- 1. Describe how the firm plans to operate the Parties' child care facilities and how it plans to provide child care services, which is the primary goal of this RFP.
- 2. Provide a plan of operation to achieve the objectives set forth in Section III, Scope of Goods and Services.

B. Programming/Curriculum

- 1. A richness and depth of the program to help a child develop his or her full potential must be documented in the firm's response. Firms are to provide the following:
 - a. Statement of the educational/guiding philosophy by which the program would be operated if the firm were awarded the agreement.
 - b. Description of how the firm evaluates the quality of its programs on an on-going basis.

- c. An overview of how each age group would spend a typical day at the center and a description of the curriculum content for each. If firm has an established curriculum, please include for review.
 - d. Detailed list of the equipment toys and supplies to be provided by the firm for the program. All items for the program must be new.
2. Describe how the firm will manage the centers' wait lists.
3. Provide a marketing plan on how the firm will market the child development center to the Parties community. Include:
 - a. What marketing activities the firm has found to be most effective in raising center recognition and increasing enrollment.
 - b. How the firm will market the possible change in center management.
4. Describe the firm's plans to continue and enhance the Parent Advisory Group.
5. Describe the firm's personnel management philosophy and describe the steps the firm would take to ensure that only individuals of the highest quality are employed to provide childcare services. Also describe the firm's efforts to develop and retain such employees.
6. Provide an organizational staffing chart of those employees to be utilized in performing the proposed services. Provide information on those individuals assigned to work with the Parties including a description of their experience in the field of child care. This information should include the name and title of the individual(s) who would manage and direct the program and/or the key staff assigned to the project. Provide a resume for each such individual and describe his or her experience and responsibilities in rendering services of the nature the Parties seeks.
7. Provide a staffing plan for the child development center showing coverage during a normal operating day for each age group served. Indicate levels of compensation for staffing.

8. Provide a hiring plan for initial start-up. Salaries and benefits of staff at all levels must be commensurate with or exceed salaries of comparable child care programs within the region. The firm must submit the details of its proposed salary and benefits structure.
9. Provide a listing of staff-training and development offered to staff during a 12-month period.
10. Provide the overall child care center staff annual turnover rate for the last year at other Parties-operated centers by center location.
11. Describe the firm's plan for customer service to include:
 - a. Surveying the parents to determine the level of satisfaction with the centers;
 - b. Rectifying any problems identified in the surveys which are categorized as significant and/or legitimate; and
 - c. Addressing all complaints from parents and guardians in a courteous and concerned manner and taking action to ensure that the causes of legitimate complaints are corrected.

C. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in forms management programs.
2. Provide information on those individuals assigned to work with the Parties including a description of their experience in operating child care facilities and providing child care services.
3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The Parties 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 Virginia Association of State Colleges and University Purchasing Professionals (“VASCUPP”) Member Institutions. 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. Prices to be Paid for Child Care Services

1. Specify all tuition, fees, and any other charges to be paid to the firm by the Parties’ employees, students and designated others for providing child care services. If different fees are to be charged for different age groups or for different options, those fees should be specified. Fees for additional, optional services (after-school care and summer programs) should also be specified.
2. Indicate the frequency of when fees are changed as well as how long the initial fees proposed above would remain valid.

E. Financial Proposal

1. The firm will provide two financial proposals:
 - a. A management fee arrangement to manage and operate the childcare centers specified in Section 2, Background Discussion and Goals, including operating costs based on enrollment; and
 - b. A profit/loss proposal whereby the firm is responsible for managing and overseeing the childcare centers specified in Section

2, Background Discussion and Goals, and for all the associated operating costs.

Provide a proforma financial statement for three years based on current enrollment for existing centers plus enrollment anticipated for proposed centers as specified in Section II, Background Discussion and Goals, proposed tuition and fees, personnel costs, other operating costs and any management fees and expected return to the provider.

2. Proposals will include a complete financial proposal which specifies any and all amounts to be billed to the Parties. The proposal should indicate what services the firm expects the Parties to provide, including building maintenance, etc. The Parties own the facilities and are responsible for the debt service.
3. The Selected Firm will pay the Parties a guarantee for allowing the Selected Firm to conduct its business at the Parties. The proposal will outline the amount of the guarantee and the payment terms.
4. Proposals will include the amount the firm will commit for capital improvements and new equipment.

F. Contractual Arrangements

1. Provide the University with any form or contract the Parties 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.

G. Site Visits

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

H. 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 2007 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.

The Commonwealth's definitions are:

- **Minority-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual** means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such

by the community of which these persons claim to be a part or who are recognized by a tribal organization.

- "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.
- **Small Business Enterprise** means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.
- **Woman-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.

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.

I. Other Information

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

VI. Information about this RFP

A. Procurement Schedule

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

Issue Date of RFP:	09/30/22
Preproposal Conference:	10/11/22
Deadline for Receipt of Proposals:	10/14/22
Oral Presentations/ Negotiations:	10/19/22
Contract Award:	10/26/22

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:

Procurement Services
UVA Wise
1 College Avenue
Resource Center
Wise, Virginia 24293

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

Attention: Elizabeth Moore Buyer
Telephone: (276) 376-4527
Email: mem3m@uvawise.edu

Any questions concerning this RFP will be directed to Elizabeth Moore as listed above and not to any other person, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Mark Cartwright the University's Director of Supplier Diversity, at (434) 924-3400 or vfg2sc@virginia.edu. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference

A conference for firms receiving this RFP will be held on Tuesday – October 11, 2022 at 10:00 a.m. (EDT) in the Resource Center Room 119, Wise, Virginia.

Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The Parties intend to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Elizabeth Moore by email (mem3m@uvawise.edu) no later than 3:00 p.m. EDT on Monday, October 10, 2022 of the names, titles, and phone numbers of the individuals who will attend.

D. Proposal Deadline

All proposals must be received at the Issuing Office by 3:00 p.m. (EDT), Friday, October 14, 2022. Seven copies of each proposal must be provided in individual, bound volumes. Firms must also include an electronic copy of the proposal on a CD-ROM, excluding any pre-printed materials such as financial statements. The electronic copy will be formatted as a Microsoft Word document.

E. Oral Presentations and Negotiations

An oral presentation by two or more firms may be required after written proposals are received by the Parties. If the Parties require 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 with two or more firms will be conducted by the Parties on the firms' financial proposals and proposed terms and conditions. Negotiations

and Oral Presentations are tentatively scheduled for Wednesday, October 19, 2022.

F. Communications Between the Parties and the firms Regarding This RFP

1. Informal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the Parties reject all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:

- a. Requests from the firms to any department within the Parties, with the exception of Procurement Services for information, comments, speculation, etc.;
- b. Requests from any department within the Parties, or any employee of the Parties, with the exception of Procurement Services for information, comments, speculation, etc.

2. Formal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the Parties reject all proposals, all communications between the Parties and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement Services. Formal communications will include but not be limited to:

1. Preproposal Conference
2. Oral presentations
3. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm

All proposals received will be carefully evaluated by the Parties. The Parties will then select two or more firms deemed to be fully qualified and best suited among those submitting proposals, on the basis of evaluation criteria described in this RFP. The Parties will then conduct negotiations with each of these firms. After negotiations have been conducted, the Parties will select the firm which, in its opinion, has made the best proposal. The Parties will award the agreement to the Selected Firm by either of these methods:

1. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal submitted in response to it and/or any addenda submitted during the negotiation process; or
2. Execute a mutually satisfactory written agreement based on this RFP, the proposal submitted, and the negotiations concerning these.
3. If the Parties determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that firm.

Because the Parties may use alternative (1) above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal

The Parties will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the Parties, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The Parties include mandatory provisions so that all proposals will be governed by the same basic contractual terms. The Parties encourage any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the Parties can consider amending the provision. The Parties include preferred provisions so that any difference between the firm and the Parties' preferred contractual provisions can be considered during the Parties' evaluation of proposals.

1. Mandatory Provisions

Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the Parties and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

- a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.
- b. If selected by the Parties, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.

2. Preferred Provisions

Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

- a. The firm consents to the Parties 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 Parties wish to contact; and
- b. If selected by the Parties, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals

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

J. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials

to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.

Attachment 1
Mandatory Contractual Provisions

A. Nondiscrimination

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

B. Conflict of Interests

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

C. Assignment

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

D. Amendments

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

E. Notices

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:

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

If to the Selected Firm:

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

F. Independent Contractor

Selected Firm is not an employee of the Parties, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the Parties, and their 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 Parties, or to otherwise act on behalf of the Parties, 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 property controlled by the Parties.

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

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

I. Information Technology Access Act

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

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the Parties 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 Interim 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. eVA Business To Government Registration

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

K. eVA Transaction Fee

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

License # _____ Type _____

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

M. 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 the Agreement, it will not knowingly employ an unauthorized alien.

N. Credit Card Payments

The Selected Firm may accept credit card payments from third parties (i.e. students, parents, staff, and other designees) for the Goods and Services described in this RFP. The Selected Firm acknowledges and agrees that it is responsible for the security of any cardholder data that it processes, transmits or stores, and warrants that the Selected Firm is, and will remain at all times during the term of this Agreement (and any subsequent renewal periods), in compliance with the PCI DSS [Payment Card Industry (PCI) Data Security Standard (DSS)], a copy of which is available at:

<https://www.pcisecuritystandards.org/>.

The Selected Firm will take all necessary steps to ensure such compliance; such as, but not limited to, no cardholder or magnetic stripe information will be stored in a database or internet storage device or space; only truncated card information will be provided on the sales slip provided to the cardholder; all merchant sales slip copies will be physically protected against unauthorized access; any media device storing cardholder information (e.g. wireless terminal) will be physically protected against loss, theft or unauthorized access; and hardcopy cardholder data will be destroyed before physically disposed of.

The Selected Firm will maintain appropriate documentation of:

- their processing level (Level 1 -4) including certification of compliance and certification of compliance for all point-of-sale software or internal processing systems that they may employ; and
- completed Quarterly Network Scans of all outwardly facing Internet Protocol (“IP”) addresses (as defined in PCI DSS) for those vendors required to perform such scans.

The Selected Firm further agrees to use only credit card service providers that are PCI DSS compliant for credit card processing. The Selected Firm will indemnify, defend and hold harmless the Parties and their employees, trustees, officers, and agents, from and against all damages, judgments, losses, and reasonable costs or expenses (including reasonable attorney’s fee) (“Damages”) arising from lawsuits, actions, claims or demands by the (“Claims”) seeking compensation for personal injury or property damages caused by or attributable to any data security compromise occurring as a result of the Selected Firm’s negligence or the breach of any of the Selected Firm’s obligations herein.

Attachment 2
Preferred Contractual Provisions

A. Goods and Services

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

B. Term of Agreement

The term of this Agreement will be for five years, with the ability to renew on the same terms and conditions, for five additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm 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 Parties will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the Parties for day-to-day operations, but cannot approve amendments to the Agreement or price changes.

D. Waiver

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification

The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, the Board of Directors of the University of Virginia The University of Virginia's College at Wise; along with their

agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the Parties may be used by the Parties without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the Parties (its employees and agents) from and against any such claim.

F. Governing Law

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

G. Termination

If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the Parties reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation

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

I. Right of Audit

The Parties reserve the right to audit or cause to be audited the Selected Firm's books and accounts regarding the Parties' account at any time during the term of this Agreement and for five years thereafter. The Selected Firm will make available to the Parties all books and records relating to performance of this Agreement as may be requested during said period.

J. Contractual Claims

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

K. Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the Parties. The Selected Firm will maintain insurance which meets or exceeds the requirements of the Parties with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the Parties until the Selected Firm satisfies the insurance requirements of the Parties. The Selected Firm may be required to provide the Parties with a valid Certificate of Insurance before providing any goods or services to the Parties. The Parties reserve the right to approve any insurance proposed by the Selected Firm.

- Commercial/Comprehensive General Liability:

The Selected Firm and any Subcontractors will maintain general liability coverage with a minimum limit of liability of \$1,000,000 per occurrence and an aggregate limit of not less than \$3,000,000 for bodily injury and property damage, including personal injury coverage with a limit of liability of \$1,000,000. The policy should also include Fire Damage Liability coverage of not less than \$300,000 for any one fire, and also Medical Payments coverage with a limit of not less than \$3,000 for any one person. This policy will not contain any endorsements excluding coverage for childcare operations.

- Automobile Liability:
The Selected Firm and any Subcontractors will maintain automobile liability coverage with a minimum limit of liability of \$1,000,000 per occurrence for bodily injury and property damage, to include coverage for “any auto” and “hired and non-owned autos.” In addition, this policy will include uninsured/underinsured coverage of \$1,000,000.

- Umbrella Liability:
The Selected Firm and any Subcontractors will maintain an umbrella liability policy, providing a minimum limit of liability of \$1,000,000 in excess of the General Liability and Automobile Liability coverages indicated above.

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

L. Use of Agreement by Third Parties

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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm will notify the University’s Procurement Services Department in advance, 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 will provide semi-annual usage

reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm 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 Parties 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 the Agreement. It is understood and agreed that the Parties are 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 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 Parties' Authorized Representatives

The only persons who are or will be authorized to speak or act for the Parties in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement Services.

O. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available on Procurement Services web site at:

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

P. 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:

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

The Selected Firm's failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm's failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm 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. 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 Parties 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 Parties 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.

R. Payment Terms and Method

The Selected Firm may indicate payment terms upon enrollment in one of the University approved formats for receipt of electronic payment through PaymentWorks.

T. Confidentiality

All firms represents and confirm that the contents of the firm's proposal(s), all subsequent documentation submitted, and any resulting University award are not confidential and will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

U. Future Goods and Services

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

V. Account Manager

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

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

Attachment 3
Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

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

- A. The Selected Firm must provide the written claim to:
 - Interim Director of Procurement Services
 - University of Virginia
 - 1001 North Emmet Street
 - P. O. Box 400202
 - Charlottesville, Virginia 22904-4202

- B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement Services if it wishes to pursue its claim.

- C. Upon receiving the written claim, the Assistant Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.

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

E. The Selected Firm may appeal the decision to:

Interim Director of Procurement Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

F. Upon receiving the written appeal, the Interim Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Interim Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Interim Director of Procurement Services and the Selected Firm mutually agree.

G. The Interim Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after the Interim Director of Procurement Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.