



Request for Proposal

Automated Rigging System
RFP-UVAW-050126

Issued by:

The University of Virginia's College at Wise
Procurement Services
Wise, Virginia

A VASCUPP™ Member Institution



I. General Information

Request for Proposal (RFP) Name: Automated Rigging System

RFP Number: RFP-UVAW-050126

Issue Date: 5/4/26

Brief Description: The Visual and Performing Arts Department of the University of Virginia's College at Wise (the College) seek proposals from qualified, experienced Firms to upgrade/repair/replace the existing automated rigging system in the College's blackbox theater venue.

Pre-Proposal Meeting:

Any questions about this RFP will be answered during an on site meeting on Monday, 5/11/26 at 10 am. The meeting will take place at the UVA Wise Resource Center at 9207 Coeburn Mountain Rd. Wise VA 24293. If you intend to participate in this RFP but cannot make the Pre-Proposal Meeting, please contact David Amos by email at dba7p@uvawise.edu to submit any questions prior to the Pre-Proposal Meeting time. No questions about the scope of the project will be accepted after this meeting. All questions should be answered by end of business on 5/11/26 or in as timely a manner as is possible.

Proposal Due Date and Time: Proposals must be received by 5pm on Monday 5/18/26. Firms should submit one original electronic proposal, formatted in Microsoft Word, Excel, or PDF where applicable, via email to David Amos, dba7p@uvawise.edu. The University reserves the right to reject proposals received after the proposal due date and time noted in this RFP. However, the College may, at its complete and sole discretion, accept late proposals if acceptance of a late proposal is determined to be in the best interest of the College.

Any trade secrets or proprietary information submitted with a proposal (original, copy, or electronic) for which the Firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure.

Refer ALL QUESTIONS to the issuing office:

University of Virginia's College at Wise

Procurement Services

1 College Avenue

Wise, VA 24293

Buyer: David Amos

Phone: 276-328-0101 Email: dba7p@uvawise.edu

Expected Award Date: Due to the timeliness of the work, this will be awarded in as timely a fashion as to allow for review of the proposals and a decision to be made.

Term of Agreement: The term of the initial Agreement(s) will be for three years with the option to renew on the same or similar terms and conditions for a total of seven additional years, if mutually agreeable to the University and the Selected Firm(s). The Selected Firm(s) and the University will mutually agree at least 180 days prior to each renewal period whether to renew the Agreement.

This Request for Proposal is available on the eVA Virginia's Marketplace web site: [eVA Virginia's Marketplace](#) under Business Opportunities. Any changes to the RFP, addenda, or other documents relevant to this procurement will also be posted to this site. It is the Firm's responsibility to ensure that the latest version of the RFP and related documents are reviewed prior to submission of their proposal. Firms are encouraged to check the web site frequently for changes. General procurement information can be found on the University Procurement Services web site: <http://www.procurement.virginia.edu>.

All questions concerning this RFP must be directed to the above listed buyer.

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 Goods and Services for the College 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.

It is the intent of this solicitation and any resulting Agreement/Contract/Purchase Order (Agreement) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access any Agreement resulting from this solicitation 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. No modification of any Agreement or execution of a separate agreement is required to participate. 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 University will not be held liable for any costs or damages incurred by any other participating entity because of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of any Agreement, no matter the

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

II. Scope of Goods and Services

The College seeks proposals from qualified, experienced Firms to upgrade, repair, and/or replace the existing automated rigging system in the College's blackbox theater venue. The selected option should meet or exceed the capabilities of the original system. It is the College's intent to enter into an Agreement(s) with the Selected Firm(s) to provide those Goods and Services necessary to assist the University in achieving the goals outlined in this RFP. The College reserves the right to award this Agreement to more than one Selected Firm. The College guarantees no amount of business resulting from an Agreement.

The College is committed to supporting small businesses and encouraging their participation and use in College procurement activities. As such, all submitting Firms shall submit information concerning their small business certification by the Department of Small Business and Supplier Diversity (SBSD), if applicable, and that of any certified subcontractors they intend to use in response to this RFP.

The Selected Firm(s) will provide Goods and Services in accordance with the following:

A. Proposed work should meet or exceed specs/capabilities of the original system:

- J.R. Clancy Powerlift II hoists on a Scene Control 500 control console

B. Proposed work should meet or exceed current safety standards for all equipment incorporated into the system.

C. Replace front end system providing new equipment incorporated from the user Control Console back to and including the Motor Control Cabinets for 8 lineset hoists.

- Minimum Specs for Front End Control System replacement
 - a. E-Stop circuit in compliance with the ISO 13849-1 or IEC 61508 safety standard.
 - b. Touchscreen graphical user interface
 - c. Programming recordable to back-up media
 - d. User shall be able to relocate the Control Console to different locations in the theater
 - e. Control system shall be able to run cue stack(s) capable of driving as many as 8 motors running simultaneously at different speeds to different positions with auto follow capability.
 - f. The system shall integrate at least 4 additional Point Hoists equipped with a BiSS-C 16 bit absolute encoder on the drum shaft and a TTL 1024ppr incremental on the motor into the existing system with single control console.
 - g. User shall have the ability to compose, store, and modify cues and preset positions.
 - h. User shall have the ability to adjust preset position, target, speed, time, acceleration, and deceleration of each motor for each cue.
 - i. System shall have the ability to group winch units for synchronized operation.
 - j. User shall have the ability to program soft limit positions.

- D. Provide additional Motor Control Cabinets (new equipment) for 3 point hoists (mechanical system provided by another firm but uninstalled) and install motors with Motor Control Cabinets to rigging beams or catwalk structure of venue.
 - Motor Specifications
 - a. single-layer 10" drums equipped with 100' of travel using 3/16" 7x19 GAC
 - b. maximum load capacity (kg): 250kg or 551 lbs
 - c. Speed (m/s): 0.6 m/s or 2 ft/s
 - d. Output Speed (rpm): 45
 - e. Output Torq (Nm): 420
 - f. Encoders: BiSS-C 16 bit absolute encoder on the drum shaft and a TTL 1024ppr incremental on the motor
 - g. Input voltage: 3-P 480 VAC
 - h. Brake Voltage: 214 VDC from 480 VAC through rectifier
 - i. Rated motor power (kW): 2.2 kW Dual Brake
 - j. Rated motor current (FLA): 4.0A
 - k. Gear Ratio: 32
 - l. Assure ability to integrate these 3 point hoists into user control software on
 - m. single control console to run point hoists concurrently with 8-linesets

- E. Repair or Replace the existing mechanical hoists. There are currently 8 J.R. Clancy Powerlift II hoists in the venue. These are from 2 different generations of manufacturing. Three of them are older and five of them are newer. The hoists run 5 lift lines each and are hung approximately 28 ft. over the deck on i-beams with a 6' flange on 9' centers. They run off of 3 phase 480 VAC power

distributed on a cinderblock wall approximately 4-5' from the motors and terminating at a motor control cabinet. This currently allows for emergency stops to be distributed at various positions around the facility. However, not all of the emergency stop positions are necessary/useful (4-6 would be sufficient).

- Minimum required specifications
 - a. 8(qty)—zero fleet winch systems running 5 lift lines
 - b. Capacity: 1200 lbs
 - c. Variable speed motor: 0-120 fpm minimum velocity range
 - d. “Soft start” and “soft stop”
 - e. Integrated sensing of overload and underload conditions
 - f. E-stop circuit in compliance with the ISO 13849-1 or IEC 61508 safety standard.
 - g. Controlled by user from a portable control console.
 - h. Limit switches
 - Software programmable position limits
 - Mechanical adjustable limit switches:
 - i. Upper limit over-travel
 - ii. Upper limit of travel
 - iii. Lower limit of travel
 - iv. Lower limit over-travel
 - i. If upgrading/repairing any of the existing mechanical equipment beyond the Motor Control Cabinets, please include in quote the cost to bring all hoists to current Powerlift standards mechanically.

F. Install, program, and commission all equipment so that the system shall be a “turn-key” fully functioning system.

G. Provide training and an adequate amount of support for end users to competently operate the new system.

III. Basis of Selection

Proposals will be evaluated based upon the overall merits/value of the proposal. The College will evaluate proposals, and if a Firm is to be selected, select the Firm on the basis of:

1. The Firm's plan to provide the University with the Goods and Services described in Section B, Scope of Goods and Services, and the quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided; (35%)

2. The Firm's relevant experience, qualifications, and success in providing the Goods and Services outlined in this RFP to include the Firm's references from clients; (25%)
3. The Firm's financial proposal, including but not limited to discounts, service charges, and/ or other charges; (30%)
4. The Firm's small business status and/or the Firm's plan for the utilization of certified small business subcontractors. (10%)

The College intends to conduct negotiations with two or more Firms. After negotiations have been conducted, if the College chooses to make an award, the College will select the Firm(s) which, in its opinion, best meet the needs of the University. Alternatively, if the College determines in writing and at 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 College intends to execute a mutually satisfactory written agreement that will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the College 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 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 above, certain matters will automatically be deemed part of the proposal.

IV. Contents of Proposal

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be placed on completeness, clarity of content, and should be organized in the order in which the requirements are presented in the RFP. Firms must confirm in their proposal the ability to meet the requirements of this RFP on a line-by-line basis, specifically responding to each paragraph and subparagraph in the order addressed.

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 in their proposal:

- A. Goods and Services

1. Provide a plan of operation to achieve the objectives set forth in Section II, Scope of Goods and Services, specifically responding to each paragraph and subparagraph in the order addressed.
2. The College would like to complete this work during our summer break (this ends August 1). Please address the firm's proposal to meet this deadline. If you do not believe this timeline is doable, then please address the reasoning and propose an alternate timeline.
3. Describe the firm's plan for training and support once the system is in place.
4. The College invites proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals from firms. The College will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the College are met.
5. Provide as much detail as possible regarding the Firm's ability to provide information for compliance purposes regarding safety standards of the system.

B. Firm Information

1. Provide a brief history of the Firm and its experience, qualifications, and success in providing the Goods and Services requested in this RFP.
2. Relevant information regarding those individuals who will be assigned to work with the College. Include a description of their experience in providing similar Goods and Services.
3. Provide a list of all of the Firm's clients comparable to the College, indicating each account's length of service. The College may contact and/or visit any of these accounts.
4. Provide a list of higher education institutions with which the Firm has signed a term contract within the last three years.

5. Provide a list of any contracts that have been terminated, including the reason for termination in the last three years.
6. The name of the individual responsible for the Firm's small business engagement program.
7. State statutes and regulatory agencies require some Firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. It is the Selected Firms responsibility to comply with all rules and regulations issued by the appropriate regulatory agencies. The Selected Firm will be properly licensed, insured, and certified to provide the Goods and Services requested in this RFP.

C. Financial Proposal

1. Describe how the University will be invoiced for the Goods and Services. Include any additional discounts available for the early payment of invoices. Describe how your Firm issues electronic invoices.
2. Provide pricing for Goods and Services requested. Please break out and itemize as much as is relevant so that all services as well as any discounts may be properly assessed. Include any additional discounts available for early payment of invoices.
3. State the Firm's agreement to register-enroll in, and remain enrolled in, one of the University's approved methods for payment.

For more information about these payment terms, reference Agreement Attachment 1, General Contractual Provisions Addendum, or this website: <https://suppliers.uvafinance.virginia.edu/registering-uva>

4. Describe how the College will benefit from cost savings by accepting the Firm's proposal.

D. Contractual Arrangements

1. Provide the College with any form or contract the College may be requested to sign.
2. State the Firm's acceptance or objection to any of the University's General Contractual Provisions.

Note: Virginia Freedom of Information Act

This RFP and any subsequent award is subject to the Virginia Freedom of Information Act (FOIA), Virginia Code Section 2.2-3700 et seq. As such, once an award is announced, except as provided, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, Firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances:

(1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed.

The Firm must also provide a separate electronic copy of the proposal with the trade secrets and/or proprietary information redacted. Electronic proposals will be formatted in Microsoft Word or Excel where applicable, and submitted/uploaded via email to the buyer listed in this solicitation. If all of these requirements are not met, then the Firm's entire proposal will be available for public inspection.

Important: 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/fees be treated as a trade secret or proprietary information or otherwise be deemed confidential.

V. Terms and Conditions

This solicitation and any subsequent award is subject to:

- The Selected Firm registering as a vendor with the University of Virginia as a Supplier. <https://uvafinance.virginia.edu/payments-expensing/supplier-payee-registration>

- The Selected Firm registering, remaining registered, and accepting eVA Terms and Conditions prior to award. <http://www.eva.virginia.gov/>
- The University's General Contractual Provisions, see Attachment 1.

Note: Unless a Firm *expressly and specifically states its exception* to any of the Provisions in its written proposal, then the proposal from the Firm will automatically be deemed to include those Provisions.

VI. Other Information

INSURANCE

Selected FIRM shall procure and maintain and require any Subcontractor to procure and maintain for the duration of the contract, insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the FIRM, its agents, representatives, employees or subcontractor. Beginning on the Commencement Date and continuing during the Initial Term of the Contract and any Renewals or extensions thereof, the FIRM, at the FIRM's expense, shall keep in force, with an insurance company with a current A.M. Best's rating of no less than A:VII, one which is authorized to transact business in Virginia, and in a form acceptable to the University the following:

{ X } Commercial General Liability (CGL): providing CGL coverage on an "occurrence" basis, including for (X) bodily injury liability including: death, assault or battery, (X) property damage liability for damage to property of third parties, (X) personal injury liability, (X) advertising injury liability, (X) contractual liability, (X) products / completed operations liability with limits no less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate.

{ X } Automobile Liability: providing coverage on all vehicles (i.e., owned, non-owned, and hired) operated with combined minimum limits of liability of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

{ X } Workers' Compensation: providing coverage of at least the statutory amounts covering all employees, and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000) for each coverage part.

{ X } Employment Practices Insurance: providing coverage against claims made by any employee, former employee, or potential employee or third party who alleges discrimination (e.g., age, sex, race, or disability), wrongful termination of employment, harassment or any other employment practices-related injuries with limits of liability of at least One Million Dollars (\$1,000,000).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents are to be covered on the CGL policy with respect to liability arising out of work or operations performed including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Firm's insurance coverage shall be primary insurance as respects the Commonwealth of Virginia, the Rector and Board of Visitors of the University of Virginia, its officers, employees and agents. Any insurance or self-insurance maintained by the Commonwealth of Virginia, the Rector and Board of Visitors of the University of Virginia, its officers, employees and agents shall be excess of the Firm's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the University.

Waiver of Subrogation

The Firm will grant to the University a waiver of any right to subrogation which any insurer of said Firm may acquire against the University by virtue of the payment of any loss under such insurance. The Firm will agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the University has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the University. The University may require the Firm to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Verification of Coverage

The Firm shall furnish the University with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Firm's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

The University reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment 1

General 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. 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.

D. 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/supplier.

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

E. Information Technology Access

All electronic and information technology procured through this agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <https://www.section508.gov/>. Additionally, 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.

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.

F. 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

G. Additional Federal Grant Provisions

The following provisions apply to a contract made under a federal grant: [Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#).

H. 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.

I. Amendments

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

J. 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:

Procurement 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.

K. University Registration

The Selected Firm agrees to register and remain registered as a supplier with the University during the term of this Agreement, and to comply with all applicable terms and conditions associated with registration.

L. eVA Registration / Transaction Fee

The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a 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 as a condition of award and remain eVA registered during the term of this Agreement. The Selected Firm will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by The Commonwealth of Virginia, Department of General Services. The Selected Firm may not recoup the eVA fee by invoicing the University for the fee. Additional information is available at www.eva.virginia.gov

The Selected Firm must ensure that only eVA registered sites are maintained in the University's supplier registration system. If the Selected Firm does not meet this requirement throughout the term of the Agreement, the Selected Firm may be responsible for all additional eVA expenses incurred by the University because of the firm not maintaining proper eVA registration and/or having a non-eVA registered site(s) within the University's supplier registration system.

M. 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

N. 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.

O. 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 15 calendar days or a time agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

In addition, this Agreement may be terminated by the University for convenience by providing 30 days' notice. The University remains responsible for payment of all products and services it has implemented, used, or purchased through the time of termination.

P. Non-Appropriation

Funding for any Agreement between the University and the Selected Firm is always dependent upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. If 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.

Q. 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 the Selected Firm perform self-audits within reasonable parameters established by the University.

R. Contractual Claims Procedure

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 contractor's 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:

1. The Selected Firm must provide the written claim to:
Sourcing Director, Procurement Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P. O. Box 400202
Charlottesville, Virginia 22904-4202
2. 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 1 above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Sourcing Director of Procurement Services if it wishes to pursue its claim.
3. Upon receiving the written claim, the Sourcing Director, 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 Sourcing Director, Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director and Selected Firm mutually agree.

4. The Sourcing Director, 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.
5. The Selected Firm may appeal the decision to:
Senior 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.

6. Upon receiving the written appeal, the Senior 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 Senior Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Senior Director of Procurement Services and the Selected Firm mutually agree.
7. The Senior Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after the Senior Director of Procurement Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

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

S. Cooperative Procurement / Use of Agreement by Third Parties

It is the intent of this 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 because 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.

T. 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.

U. 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 website: <https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf>

V. Small Business Tier II Reporting

The Selected Firm will identify and fairly consider small business for subcontracting opportunities when qualified firms are available to provide products or services that meet the needs of the University under the resulting Agreement. The Selected Firm will submit a quarterly small business Tier II report to the University by the 10th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will upload the quarterly small business Tier II report via an online portal to be specified by the University. The University will provide the reporting template, the URL for the portal, and any necessary training a minimum of two weeks before the first quarterly report is due. Please submit any questions regarding Tier II reporting to:

Shannon Wampler
Supply Chain Business Analyst
Procurement Services
Email: saw2w@virginia.edu

The quarterly small business reports will contain this information:

1. Small business name, address, and phone number with which the Selected Firm has contracted over the specified quarterly period.
2. Contact person at the small business who has knowledge of the specified information.
3. Type of goods and/or services provided over the specified period.
4. Total amount paid to the small business as it relates to the University's account.

The Selected Firm's failure to provide small business 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 small 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."

W. Goods and/or Services

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

X. Future Goods and/or Services

The University reserves the right to have the Selected Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems, or services provided by the Selected Firm. These additional goods and services will be provided to the University at Favored Customer pricing.

Y. Favored Customer

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.

Z. Ordering Procedures

The University does not place verbal orders for Goods and/or Services. The University may only place orders for Goods and/or Services by issuing a formal written Purchase Order in advance of the Selected Firm's provision of any Goods and/or Services. Accordingly, at the University's request, the Selected Firm will issue a proposal/quotation listing the Goods and/or 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 Goods and/or Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the

Selected Firm provides Goods and/or Services prior to receipt of a formal written Purchase Order or incurs costs more than authorized purchase order fee amounts, it does so at its own risk.

AA. 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.

BB. License Requirements

Certain statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. It is the Selected Firm's responsibility to comply with the rules and regulations issued by the appropriate regulatory agencies, and possess and maintain the appropriate licenses if applicable for the Goods and/or Services to be provided under this Agreement. A copy of any such applicable license and/or permit must be furnished upon request to the University or VASCUPP member institution. For example, if the Selected Firm will be providing 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.

CC. Force Majeure

Neither Party will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order, including orders from any governing body (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the Party's control. Any delay in performance will be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six calendar months, either Party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, will expire immediately upon the discontinuance of the event of force majeure.

DD. Governing Law

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

EE. Entire Agreement

This is the entire agreement between the University (including University employees and other End Users) and the Selected Firm. If the Selected Firm enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with

university employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

FF. Agreement Signature

This 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.

GG. Payment Terms

The University's standard payment term is Net 45 paid via check. The University offers other payment terms based upon Selected Firm(s) registration preferences. The University will compute the payment date 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.

HH. Virginia's Freedom of Information Act (FOIA)

This Agreement is governed by and subject to the Commonwealth of Virginia's Freedom of Information Act (FOIA). All pricing information, consistent with the public interest and the underlying policy of the Commonwealth of Virginia, is open to the inspection of any qualified requestor and cannot be designated as confidential, proprietary or trade secret to avoid disclosure. Pricing information is also shared on a need-to-know basis both within the University and its affiliates and consultants for purposes of operational review, transaction management, contract compliance & monitoring, benchmarking, and performance improvement. Attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored. In addition, any non-price information considered by a firm to be proprietary or to constitute trade secret(s) is also subject to disclosure under FOIA, except that information provided by the Selected Firm that constitutes proprietary information or trade secret(s), other than pricing information, may be exempted from disclosure if the Selected Firm invokes the protections of Virginia Code Section 2.2-4342(F) in writing and follows its stated requirements prior to or upon submission of the information for which the Selected Firm is seeking protection.

II. Fair Employment Contracting Act

In accordance with Code of Virginia Section 2.2-4201, during the performance of this Agreement, the Selected Firm agrees as follows:

1. The Selected Firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Selected Firm. The Selected Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
2. The Selected Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm, state that the Selected Firm is an equal opportunity employer.

However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.

3. If the Selected Firm employs more than five employees, the Selected Firm shall (i) provide annual training on the Selected Firm's sexual harassment policy to all supervisors and employees providing services in the Commonwealth of Virginia, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Selected Firm's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth of Virginia that the Selected Firm owns or leases for business purposes and (b) the Selected Firm's employee handbook.

The Selected Firm shall include the provisions of subparagraphs 1, 2, and 3 above in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.