Request for Proposal

Student Health Services

Issued by
Procurement Services
Wise, Virginia
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This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site:

http://www.uvawise.edu/uva-wise/administration-services/finance-administration/college-services/procurement-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. Call (276) 328-0143 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP.

I. Overview of the Request for Proposal Process

The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks an experienced firm to provide student health services for The University of Virginia’s College at Wise (College), located in Wise, Virginia. This Request for Proposal (RFP) is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered.

The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.
For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University 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 University proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the University of Virginia 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 College

The University of Virginia's College at Wise is the only four-year, state-supported college in far Southwest Virginia and the only branch of the University of Virginia. Situated on 396 acres in Wise County, Virginia, UVa-Wise is an incredible example of the determination and perseverance of the Southwest Virginia region.

As stated in the College’s catalog, the mission of the institution is as follows:

The University of Virginia's College at Wise, a public liberal arts institution, provides students with learning experiences that offer opportunities to develop the insight, competence, sensitivity, and integrity necessary for living enriched lives and for enriching the lives of others. Established in 1954 as a college of the University of Virginia, it is guided by the values of citizenship and altruism. Proud of its Appalachian heritage, the College continues to honor its commitment of service to Southwest Virginia, the nation, and the world. The College is guided by a legacy of teaching and scholarly excellence and by a dedication to quality in both the arts and sciences and professional
programs. Above all, The University of Virginia's College at Wise is a diverse community of people who believe that information can be transformed into knowledge and that teaching and learning create a foundation for wisdom.

In order to meet the needs of, and maintain the highest quality services for our student community, the College seeks an experienced firm to provide student health services that include, but are not limited to:

1) On-campus health services to students,
2) Emergency room services to students,
3) Clinic services to students,
4) Health care program for students, and
5) Referral resources for mental health medication evaluations

The College seeks to award this RFP in its entirety to one firm.

**III. Scope of Goods and Services**

It is the College's intent to enter into an Agreement with the Selected Firm to manage the College's Student Health Services operation to include those goods and services necessary to help the College achieve its 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. The Selected Firm will provide, at minimum, a qualified and properly licensed nurse to be on duty in the College Student Health Service Center for eight hours a day, five days per week (Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. with an hour for lunch) when the College is in session and the students are present on campus. The nurse must also be SANE certified and the selected firm will maintain all training and renewals as applicable for this certification. The Selected Firm will also provide a qualified and properly licensed nurse practitioner a minimum of one day per week at the same schedule. These professionals will not be on duty during school breaks such as Christmas, fall and spring break, etc. During
summer sessions, the nurse will maintain an 8-5pm, Monday-Friday schedule. During both expected, and unexpected College closures, please clarify how the nurse and nurse practitioner will be compensated and how leave time will be addressed.

In the event the assigned personnel must be away from the office, it is the responsibility of the Selected Firm to ensure, at minimum, a qualified and properly licensed registered nurse is on duty during the agreed upon hours of operation. If a replacement is not provided, we will adjust the contract amount accordingly.

B. In addition to the services provided in the college Student Health Services Center, the Selected Firm will provide the same services to students in the Selected Firm’s Emergency Room and/or Medical Clinic which will be easily accessible in distance and travel time to the students. Student Health Services must be available and provided seven days a week during times that services are not available and provided in the College Student Health Services Center. If students should incur any charges, please identify this in your response.

Non-chargeable services at the College Student Health Services Center will include, but are not limited to, the provision of over-the-counter medications, initial wound care and follow-up, suture removal with a doctor’s order, allergy injections for students who provide their own medications, blood pressure checks, preliminary sports physicals, and educational materials for both students and college employees.

C. The Selected Firm will provide students with access to a physician during the operating hours of the College Student Health Services Center either through the Selected Firms Emergency Room or Medical Clinic. In addition, the Selected Firm will provide access to a physician(s) who is willing to conduct medical evaluations for mental health issues including depression and anxiety.

D. Services normally provided in the College Student Health Services Center, which are provided through an emergency room and/or medical clinic will be at no additional charge to the College or student. Emergency room or medical clinic services, which are not normally
provided in the College Student Health Services Center, will be billed to the student or the student’s health insurance provided.

E. The selected firm will provide, at one of their facilities, TB tests, MMR, and TD immunizations to the student but will bill those services to the student or the student’s health insurance provider. Annual influenza immunizations will also be offered to students and college employees on a cost basis.

F. The Selected Firm will provide all equipment and medical supplies to include, but not limited to, thermometers, otoscope, linens, towels, stretcher, wheel chair, ice packs (specialized; not available through regular suppliers) and any other accessories required to perform Student Health Services in the College’s Student Health Services Center with exception of the equipment and furnishings presently provided by the College. These items will remain in the Center for the use of the Selected Firm’s personnel. Furnishings and equipment provided by the College at this time include:

- Exam tables
- Work tables
- Exam light
- Stock and file cabinets
- Desk
- Chairs
- Computer and telephone
- Access to copy and fax machines

The College will also provide general office supply items.

G. The College will provide the Selected Firm with over-the-counter items such as medications, chap stick, lotions, etc. as determined by the on-site professional for dispensing to students as required without charge to the students. When necessary, any over-the-counter items provided by the Selected Firm will be at cost and invoiced to the College.
H. All students enrolled at the College may be eligible for health care services in the College Student Health Services Center. The student ID card issued by the College will serve as the required identification for obtaining Student Health Services.

I. The Selected Firm will perform physical examinations for all the College student athletes (one per year per athlete) who will participate in any sports program. The College will make every effort to schedule examinations at one time for each athletic team. However, there may be a need to schedule additional examinations during the year if other students decide to participate in a sports program. These services will be performed by the Selected Firm at no additional charge to the College, and may be performed outside the normal working hours.

J. The nurse practitioner provided by the Selected Firm, with resources provided by the Selected Firm, will organize and present health awareness programs as required by the College on a yearly basis. These programs will be pre-approved by the Director of the Center for Student Development. The resources will include, but are not limited to, free literature and other programming items on the following topics:
   - Breast cancer awareness
   - STD/AIDS
   - Smoking and tobacco use
   - Nutrition and exercise
   - Social disease and hygiene
   - Alcohol and drugs
   - American heart month

The Selected Firm will also provide funding for programming that may be used for social activities including, but not limited to, two (2) ice cream socials and an Activities Fair at Convocation.

K. The Selected Firm shall provide courier services to the College to include hazardous waste removal, linen exchange, blood draws, etc.
L. The Selected Firm will provide the College with access to a certified dietician as needed for consultation and programming at no extra cost to the College. Ideally, the dietitian will be on-campus one day per month.

IV. Basis of Selection

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 assist the College in meeting its goals for Student Health Services as discussed in Section II, Background and Goals of the College, and Section III, Scope of Goods and Services;
2. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;
3. The firm's references from institutions of higher education and clients which are comparable to the College;
4. The firm’s financial proposal including, but not limited to, discounts, service charges, and other charges;
5. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
6. The contractual terms which would govern the relationship between the College and the Selected Firm;
7. The firm’s plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm’s proposal, the College will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.); and
8. Any other factors relevant to the firm's capacity and willingness to satisfy the College.

V. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, the Purchasing Department, Resource Center, and not to any other office or department whatsoever at the University or College.
Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of a firm’s lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

A. Services

1. Describe how the firm plans to provide Student Health Services, which is the primary goal of this RFP.
2. Provide a plan of operation to achieve the objectives set forth in Section II, Background and Goals and Section III, Scope of Goods and Services
3. Describe how the firm plans to provide Student Health Services both on and off campus. Include a description on how the firm will work with the College to ensure that medical coverage is available as required. Please include a list of all medical clinics and locations that will be available under this agreement and the hours of operation of each site.
4. Describe how the firm plans to:
   a. Staff the Student Health Services Center, and ensuring professional development;
   b. Provide accountability and supervise the on-site staff
   c. Utilize the facilities other than the on-campus Student Health Services Center;
   d. Provide education and health awareness programs
5. Describe the firm’s plan for customer service to include:
   a. Providing information and literature to students about the Selected Firm’s services and limitations of these services;
   b. Provide consistent care to students by assigning a specific caregiver to the Student Health Services Center;
   c. Provide plan to transport students to hospitals or medical clinics to include contact names and telephone numbers.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in providing health care programs comparable to the College’s requirements;
2. Provide information on those individuals assigned to work with the College including a description of their experience in related fields;

3. Provide a list of all the firm’s clients comparable to the College indicating the length of service of each account. The College may contact and/or visit any of these accounts;

4. 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 loss

5. A copy of the firm’s most recent audited financial statements;

6. Copy of Medical Licenses for individuals that will provide health care services.

7. 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.

C. Financial Proposal

1. Describe the fees that will be charged for the goods and services. Ensure that fees are provided for all Goods and Services’ categories proposed by the firm. Specifically, describe how the College will be charged for the initial five (5) years of the contract, and for the two (2) optional one (1) year renewal options. Include any additional discounts available for early payment of invoices.

2. Provide a pricing schedule outlining the costs of additional services the firm is willing to provide that is not specifically listed in this RFP;

3. Describe how the College will benefit from cost savings by accepting the firm’s proposal;

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

5. Indicate any capital investment the firm is willing to commit to update the current facility, along with the terms. Also, please indicate any scholarship program or donations the firm is willing to commit.

D. Contractual Arrangements

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

E. Site Visits

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

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

The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University’s 2014 SWAM plan spend goal for firms certified by the Commonwealth of Virginia’s
Department of Small Business & Supplier Diversity (SBSD) is 45%. Targets for each business segment are as follows:

<table>
<thead>
<tr>
<th>Business Segment</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business &amp; Supplier Diversity</td>
<td>6%</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>7%</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>32%</td>
</tr>
</tbody>
</table>

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

Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by SBSD. 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 its failure to certify as a SWAM firm.

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

G. Other Information

Provide any other information which the College 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: 6/15/15
Optional Preproposal Conference: 7/2/15
Deadline for Receipt of Proposals: 7/13/15
Oral Presentations: 7/23/15
Negotiations: 7/28/15
Contract Award: Services to begin 8/1/15

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:
Procurement Services
The University of Virginia’s College at Wise
Resource Center, Room 100
1 College Avenue
Wise, Virginia 24293

**NOTE: The College does not take responsibility for lost or misdirected mail. Some carriers will not guarantee overnight delivery to Wise, VA.

Attention: Joe Kiser, Director
Telephone: (276) 328-0143
Fax: (276) 328-0269
Email: jbk5b@uvawise.edu.

Any questions concerning this RFP will be directed to Joe Kiser and not to any other person at the College. The College will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference

An optional preproposal conference and tour of operations will be held on Thursday, July 2, 2015 at 10:00 am in the Chapel of All Faiths. Any question that arises from the conference will be answered in writing to all participants of the conference. The College intends 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 preproposal conference. Following the preproposal conference the College will lead a tour of the existing Student Health Services operations.
Firms planning to attend the Preproposal Conference should notify Joe Kiser, (276) 328-0143, no later than 2:00 p.m. EST on Wednesday, July 1, 2015, of the names and titles of the individuals who will attend.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m. Monday, July 13, 2015. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University. Firms must submit an electronic original proposal that will be received by the University by the proposal deadline. The electronic original proposal must be submitted on a thumb drive or CD-ROM (or alternately submitted via electronic mail to jbk5b@uvawise.edu). In addition to the original proposal, firms must provide one hard copy of the original proposal in individual, bound volume. Each hard copy of the proposal must be accompanied by an electronic copy of the proposal on a thumb drive or CD-ROM. All electronic proposal documents, whether originals or copies, should be formatted as Microsoft Word documents.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure. RFP Section VI-J, Virginia Freedom of Information Act, applies.

E. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the College. If the College requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Oral presentations are tentatively scheduled for July 23, 2015. Negotiations with two or more firms will be conducted by the College on the firms' financial proposals and proposed terms and conditions. Negotiations are scheduled for July 28, 2015.
F. Communications Between the College and the firms Regarding This RFP

Informal Communications

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

1. Requests from the firms to any department at the University, with the exception of Procurement and Supplier Diversity Services for information, comments, speculation, etc.; and

2. Requests from any department at the University, or any employee of the University, with the exception of Procurement and Supplier Diversity Services for information, comments, speculation, etc.

Formal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement and Supplier Diversity 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 first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select
the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

**Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.**

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

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 College 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 College, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

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

1. Mandatory Provisions

Each proposal received by the College 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 College
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 College, the provisions governing the firm's
      performance will include all the provisions of Attachment 1,
      Mandatory Contractual Provisions.


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

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

I. Rejection of Proposals
The College 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 College or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the College and the Selected Firm exists, or when the College rejects all proposals.

J. Virginia Freedom of Information Act
Except as provided below, once an award is announced, all proposals 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 University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

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

D. Amendments
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.
E. Notices
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by facsimile, when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or on the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time) on a business day or on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.

If to the University:
Eric N. Denby
Director of Procurement and Supplier Diversity Services
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 University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor
The Selected Firm is not an employee of the University, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.
G. Workers' Compensation and Employers' Liability
The Selected Firm will (i) maintain Employers Liability coverage of at least $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace
The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

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

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

I. Information Technology Access
All electronic and information technology procured through this RFP 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 http://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 the Agreement:

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

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

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

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

J. eVA 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. 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.
Attachment 2
Preferred Contractual Provisions

A. Goods and Services
During the term of this Agreement, the Selected Firm will provide for the University the goods
and services offered to the University by the firm in its proposal and/or any addenda to its
proposal 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 or similar
terms and conditions, for two 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 University will identify a Contract Administrator for any Agreement which results from this
RFP. The individual will be the point of contact at the University for day-to-day operations but
cannot approve amendments to the Agreement or price changes.

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

E. Indemnification
The Selected Firm 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
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 University may be used by the University without being in violation of any copyright, patent
or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

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

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

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 University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm perform self-audits within reasonable parameters established by the University.
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 University. Each Firm will maintain insurance with insurers that maintain at least an A- financial rating from A.M. Best Company, and which meets or exceeds the requirements of the University. No Agreement will be executed by the University until the Firm satisfied the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Comprehensive Commercial General Liability:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and aggregate limits for both general and products of not less than $3,000,000, with coverage for the following:

- Premises/Operations
- Contractual
- Personal Injury
- Fire Legal Liability
- Additional Insured*

Products/Completed Operations
Independent Contractors
Medical Payment
Underground Explosion & Collapse
Other

Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per accident with the following coverages for vehicles operated by their employees.

- Any Automobile
- Garage Liability
- Additional Insured*

Owned and Non-Owned Automobiles
Transportation of Hazardous Substances
Other

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

Workers Compensation & Employers Liability:
The Selected Firm and any subcontractor will maintain workers compensation insurance with coverage in accordance with the Virginia Workers Compensation Act, and will also maintain employers liability coverage with limits of not less than $500,000.

Medical Malpractice Liability:
The Selected Firm and any subcontractor will maintain medical malpractice insurance on its medical providers equal to the Virginia statutory medical malpractice cap in accordance with Section 8.01-581.15 of the Code of Virginia. The statutory malpractice cap limit will be $2,200,000 effective on July 1, 2015.

L. Cooperative Purchasing / 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 (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, 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 goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, polices, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm.
The Selected Firm will notify the University in writing of any such entities accessing the Agreement. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

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

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site:  https://vascupp.org/hem.pdf

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:

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

The quarterly SWAM business reports will contain this information:

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

The Selected Firm’s failure to provide SWAM reports on a quarterly basis which 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 9. G. 4 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 University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. The Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered
by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

R. Electronic Procurement

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

Hosted Catalog Firms will:

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

Punchout Catalog Firms will:

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

The Selected Firm will:
• Ensure that the Catalog data is maintained, updated and accurate.
• Invoice at catalog prices or lower and accept payment of catalog price if there is a discrepancy.
• Negotiate freight terms for Marketplace purchases.
• Agree that all catalog content and the format in which catalog content is presented will be of a mutually acceptable nature.
• Agree to develop and maintain a delivery performance standard and provide annual reports on such performance.
• Disclose to the University all non-University revenue that is generated with the catalog such as, but not limited to: advertising fees, search functionality prioritization fees, rebates of any kind, etc.
• Register in eVA and maintain its registered status for the term of this Agreement. Additionally, maintain the necessary number of eVA sites for orders to be placed from the Marketplace.
• If necessary will maintain and update accurate Ship to addresses in its system.
• Provide reports as required by the University update and maintain its catalog in the system. Such reports may include sales by item, price and quantity sold per time, percentage increase in sales, average lead time, percentage of on-time deliveries and delivery errors.
• Support a manual process for change orders.
• Encourage University user to utilize the UVa Marketplace for placing orders.

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

S. Payment Terms
The Selected Firm may indicate payment terms of less than 45 days so long as those terms also contain a cash discount for early payment. For example: “1.25% 20/Net 30” would correspond to a 1.25% discount if paid in 20 days, otherwise net 30. The University will compute discounts
from the date of delivery of goods at destination, after final inspection, and acceptance, from the
date of completion of services, or from the date the correct invoice is received in the Accounts
Payable Division, whichever is later. The University will take the cash discount if payment is
made within the specified time frame.
Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices
submitted to the University by the Selected Firm for the Goods and Services described in this RFP
will be paid on a Net 45 days after receipt of the Goods and Services and University receipt and
approval of the corresponding invoice.

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

T. Marketing
The University encourages the Selected Firm to appropriately and specifically market itself to
applicable end-using University departments that may be interested in the Selected Firm’s Goods
and Services. However, the Selected Firm will not use non-specific mass marketing formats; such
as, but not limited to, spam, emails and junk mail. In the event that the Selected Firm engages in
non-specific mass marketing formats, the University, in its sole discretion, may choose to
terminate this Agreement.

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

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

C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity 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 and Supplier Diversity 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 and Supplier Diversity 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:
by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity 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 Director of Procurement and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and the Selected Firm mutually agree.

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

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

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

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

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

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

Sincerely,

Colette Sheehy
Vice President for Management and Budget