

FAUQUIER COUNTY PUBLIC SCHOOLS  
**PROCUREMENT DIVISION**  
320 Hospital Drive Ste. 23  
Warrenton, Virginia 20186  
Phone: 540.422.8350 Fax: 540.422.8355

**NOTICE OF CONTRACT RIDER**

DATE: November 25, 2024

COMMODITY NAME: Research and Development Goods and Services

CONTRACT NUMBER: **25-075-S-R** (Riding VASCUUP UVA 1998173)

CONTRACT PERIOD: November 25, 2024, through December 31, 2026

RENEWALS: Zero renewals

CONTRACTOR: Amtek Company, Inc  
VN:650904 1244 Ritchie Highway  
Suite 10  
Arnold, MD 21012  
Phone: 800-926-8359  
Alex Baddock  
[orders@amtekcompany.com](mailto:orders@amtekcompany.com)

TERMS: Net 45 days

DELIVERY: See contract details

FOR FURTHER INFORMATION CONTACT: Kristen Hylton  
Procurement Manager  
Phone: 540.422.8357

NOTICE TO ALL FAUQUIER COUNTY PUBLIC SCHOOLS USING DEPARTMENTS: This contract is the result of a competitive bid program, and its use must follow the FCPS Procurement Policy/Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

**FAUQUIER COUNTY SCHOOLS**  
**a political subdivision of the Commonwealth of Virginia**  
Contract # 25-075-S-R  
Riding VASCUUP Contract (UVA 1998173) **Amtek Company, Inc**

This Agreement is made and entered into this 25<sup>th</sup> day of **November 2024**, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and **Amtek Company, Inc.**, having its principal place of business at **1244 Ritchie Highway, Suite 10, Arnold, MD 21012** hereinafter referred to as "**Contractor**".

**WITNESSETH** that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide Research and Development Goods and Services

**COMPENSATION:** The Owner will pay, and the Contractor will accept in full consideration for the performance during the contract term with pricing as negotiated and attached.

**CONTRACT PERIOD:** Date of execution, through December 31, 2026, with the zero renewals.

The contract documents shall consist of **and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:**

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) RFP KF042916, dated April 29, 2016, including Addendums 1-4 dated March 24, 2017, April 28, 2017, May 31, 2017, January 5, 2018, respectively; and
- (4) UVA 1998173 Agreement dated June 1, 2018, and Amendment 1 with Exhibit A Fees & Discount Structure effective June 1, 2022, including all documents incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**Amtek Company, Inc.**

By: Ronald Baddock 

Title: President

Date: 11/20/2024

Fauquier County Public Schools  
a political subdivision of the Commonwealth  
of Virginia

By: Kristen Hylton   
Kristen Hylton

Title: Procurement Manager

Date: 11/25/2024

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Fauquier County Public Schools  
a political subdivision of the Commonwealth  
of Virginia

By:   
Kristen Hylton

Title: Procurement Manager

Date: 11/25/2024

## GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- 1. AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
- 2. COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### CONDITIONS OF BIDDING

- 3. CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
- 4. MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

  - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
  - Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
  - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- 6. WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

  - Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
  - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
- 7. ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 8. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

**IFB/RFP NUMBER**  
**TITLE**  
**BID/PROPOSAL DUE DATE AND TIME**  
**VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
  - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

**SPECIFICATIONS**

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

#### **AWARD**

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

#### **CONTRACT PROVISIONS**

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
  - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
  - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
  - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3) 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 section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
    - 1) By mutual agreement between the parties in writing; or
    - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
    - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
  - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) 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 contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
  - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

**39. USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm) or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

#### DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
  - Name of Article and Stock Number,
  - Quantity Ordered,
  - Quantity Shipped,
  - Quantity Back Ordered,
  - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BIDDER/CONTRACTOR REMEDIES**

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



Request for Proposal

# Research and Development Goods and Services

April 2016



College of William and Mary  
George Mason University  
James Madison University  
Old Dominion University  
Radford University  
The University of Virginia  
Virginia Commonwealth University  
Virginia Military Institute  
Virginia Tech

A VASCUPP Member Institution

Issued by

Procurement and Supplier Diversity Services

Charlottesville, Virginia

# Research and Development Goods and Services

KF042916  
April 2016

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## Research and Development Goods and Services

KF042916

April 2016

This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services (“PSDS”) web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: <http://www.procurement.virginia.edu/pagerfp>. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in VI. Information about this RFP, Section B, Issuance of RFP and Questions. Additional information can be found on Procurement and Supplier Diversity Services web site: <http://www.procurement.virginia.edu/pagehome>

### **I. Overview of the RFP Process**

The Rector and Visitors of the University of Virginia (the “University”), a Virginia public corporation, seeks an experienced firm to provide Research and Development Goods and Services (“R&D”). This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for its services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "Firm<sup>1</sup>" and the firm selected to provide services for the University is referred to as the "Selected Firm(s)<sup>2</sup>." This RFP states the

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<sup>1</sup> “Firm(s)” indicates a vendor that is eligible to submit a proposal for this RFP.

<sup>2</sup> “Selected Firm(s)” indicates a vendor that has been selected for Award and is designated as a strategic or contract vendor for the University.

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(s).

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage its 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. 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(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), the Agreement may be extended to the entities indicated above to purchase 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(s) 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(s) may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm(s).

The Selected Firm(s) will notify the University in writing of any such entities accessing the Agreement. The Selected Firm(s) 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(s) to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or

omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

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

It is the University's intent to market this cooperative access to other institutions and state entities for cooperative use. Selected Firm(s) are encouraged to promote any resulting agreement to other institutions and state entities as a vehicle that satisfies competitive requirements.

### **III. Background Discussion and Goals of the University**

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson's spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University's standing as a leader in education, research, and community service.

The 24,541 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University's outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 12,400 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation's finest, and graduates who have consistently been among the forefront of our nation's shapers. At the University, our bright future is the direct result of our great history.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks an experienced firm(s) to provide Research and Development Goods and Services to begin in 2016.

The University invites firms responding to this RFP to submit proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals. The University will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met. This is not an allowance for alteration of the structure of Attachment 5, Award Agreement, Vendor Proposal Contracting Form, Procedure for Proposal Submission. The University reserves the right to award to different Selected Firm(s) to respectively provide any part of the goods and services discussed in this RFP.

#### **IV. Estimated Expenditures**

Identifiable spend in Research and Development Goods and Services for the University is \$20 million dollars annually. Identifiable spend in Research and Development Goods and Services for Virginia Higher Education Procurement Cooperative (“VHEPC”) is \$47 million dollars annually.

#### **V. Scope of Goods and Services**

It is the University's intent to enter into an Agreement with Selected Firm(s) for Research and Development Goods and Services to help the University achieve its goals as outlined in this RFP. This R&D Request for Proposal (RFP) will include; a broad spectrum of goods and services that are procured to increase scientific knowledge, apply increased scientific knowledge, or explore the potential of scientific discoveries and improvements in technology to advance scientific knowledge. In order to achieve this goal the Selected Firm(s) may be requested to provide those goods and services that will be included in one or more categories as outlined in this RFP. Firms are encouraged to identify a niche or specialty category that is associated with the strengths of their business model. **This opportunity will seek to form Agreements primarily with Manufacturers.** The University requests that Distributors do not provide proposals. The University desires to streamline the research contracting process, obtain the best possible pricing, and ensure compliance with federal, state, and University requirements. This RFP will provide an opportunity for PSDS, University research community and Selected Firm(s) to collaborate and support growth in the research enterprise, minimize administrative burden, reduce costs and risks, and ensure regulatory and policy compliance.

## A. Categories of Research and Development<sup>3</sup>

Selected Firm(s) will be categorized based on groupings similar to those listed below.

- **Laboratory Equipment** (e.g., testing and measuring equipment, centrifuge, chromatography, fume hood)
- **Microscope Equipment and Services** (e.g., measuring, observing, and testing instruments, maintenance services)
- **Laboratory Animals** (e.g., animals used for laboratory purposes)
- **Laboratory Chemicals** (e.g., compounds and mixtures, elements and gases, additives, solvents, colorants)
- **Equipment Maintenance and Testing Services** (e.g., annual maintenance services, calibration services)
- **Life Science Materials and Testing Services** (e.g., proteins, enzymes, molecular biology kits, microorganisms, nucleic acids, libraries, arrays, molecular biology reagents, vectors and vector systems, nucleic acid synthesis)
- **Medical, Dental and Orthopedic Goods and Services** (e.g., clinical goods and services, equipment and surgical instruments, orthopedics, splints and braces, pharmaceuticals)
- **R&D Goods and Services/ Specialty Goods and Services** that are procured to increase scientific knowledge, apply increased scientific knowledge, or explore the potential of scientific discoveries and improvements in technology to advance scientific knowledge.

## B. Basis of Selection Mandatory Criteria for Award:

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

- a. Selected Firm(s) must provide Representative(s) to be available either on site or remotely to University users. (See Attachment 5, Award Agreement, Vendor

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<sup>3</sup> Listed subsections are meant to demonstrate possible goods/services that would be contained within these categories and are in no way all-inclusive.

Proposal Contracting Form; section II. Firm Information, Vendor and Contact Information).

- b. Selected Firm(s) must provide a discount on goods and/or services to the University. (See Attachment 6; Product Pricing).
- c. Selected Firm(s) will offer electronic commerce capabilities. Specifically, either electronic invoicing, electronic eCommerce Catalog, or both. (See Attachment 5, Award Agreement, Vendor Proposal Contracting Form; section I. Conditions of Award, Invoicing and E-Commerce)
- d. Selected Firm(s) will provide warranty or guarantee on goods and/or services. (See Attachment 5, Award Agreement, Vendor Proposal Contracting Form; section I. Conditions of Award, Warranty)
- e. The contractual terms which would govern the relationship between the University and the Selected Firm(s) (See Attachment 5, Award Agreement, Vendor Proposal Contracting Form; section I. Conditions of Award, Contractual Provisions)
- f. The University reserves the right to make award to vendor(s) of its choice.

**C. Basis of Selection Optional Criteria for Award:**

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

- a. The Selected Firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;
- b. The Selected Firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
- c. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
- d. Any other factors relevant to the Selected Firm's capacity and willingness to satisfy the University.

- e. The University reserves the right to award to different Selected Firm(s) to provide any part of the goods and services discussed in this RFP.
- f. Selected Firm(s) are encouraged to complete and maintain eVa Registration.
- g. Selected Firm's plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm's proposal, the University requires a response to this criteria.)

**D. Anticipated Award Schedule/ Open Enrollment:**

It is the intent of this RFP to have multiple open award enrollment periods for a 10-year period. The University reserves the right to award to new Selected Firm(s) and/or re-negotiate pricing with currently Selected Firm(s) during these open enrollment periods.

Annual periods of open enrollment will be initiated the first quarter of the calendar year, January 1<sup>st</sup> through March 31<sup>st</sup> of each year for the ten (10) year term until the year 2026. These periods of open enrollment will be referred to as specific "Generation(s)" of vendor award(s). Selected Firm(s)<sup>4</sup> may be awarded for one, more than one, or all Goods/Services Categories. Firm(s)<sup>5</sup> will be asked to provide proposals in a similar process as described in Attachment 5, Award Agreement, Vendor Proposal Contracting Form, Procedure for Proposal Submission, during each Generation open enrollment period.

Selected Firm(s)<sup>4</sup> who have been awarded in the prior year will be subject to auto-renewals for the full ten (10) year period unless otherwise determined by the University. Selected Firm(s)<sup>4</sup> pricing and discounts will remain for a period of one year from date of Agreement. The University may negotiate or re-negotiate pricing or service terms during the open enrollment period of each year. Selected Firm(s)<sup>4</sup> awarded in subsequent Generation(s) will have the same expiration term and pricing requirements as identified in this RFP.

An example of the Generation award structure:

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<sup>4</sup> "Selected Firm(s)" indicates a vendor that has been selected for Award and is designated as a strategic or contract vendor for the University.

<sup>5</sup> "Firm(s)" indicates a vendor that is eligible to submit a proposal for this RFP.

<b>Generation</b>	<b>Anticipated Expiration Term</b>
01 (2016)	10 years from award date (2026)
02 (2017)	9 years from award date (2026)
03 (2018)	8 years from award date (2026)
04 (2019)	7 years from award date (2026)

**E. Benefits of Contract Vendor Status and Additional Benefits of Strategic Designation:**

The University reserves the right to designate Selected Firm(s) as “Contract” and/or “Strategic.” Selected Firm(s) who receive Contract Vendor or Strategic Vendor designation will be marketed as a primary source for purchasing Goods and Services at the University.

The University community is advised to pursue Contract and Strategic Vendor(s) prior to placing purchase orders and when making purchasing decisions.

**Contract Vendor Benefits**

- Cooperative Contract
- Orders are automated within the eCommerce platform “Marketplace,” currently the main purchasing platform for University purchases.
- Assignment of a Contract Summary Webpage on PSDS website
- Preferred early payment terms
- Reserved placement of vendor catalog in “Showcased Supplier” section of eCommerce Marketplace.
- Competitive and sole source requirements satisfied for purchases exceeding \$5,000.
- Defined supplier performance expectations.

## **Strategic Vendor Benefits**

In addition to the Contract Vendor benefits described above;

- Participant in Supplier Relationship Management Vendor Scorecard Program
- Additional Marketing avenues available within the University
- Enhanced information sharing with University Community
- VHEPC promotion as a preferred/ prime/ strategic vendor

## **F. eCommerce Functionality**

### **a. eVa**

Providing a suitable mechanism for e-commerce efficiency is crucial to achieve the goals associated with this RFP. Selected Firm(s) will maintain or create some type of e-commerce capability. This may include but not be limited to, an eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov), which 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.

### **b. University of Virginia**

The University of Virginia currently maintains an e-commerce platform, the UVa Marketplace (the "Marketplace"), which is operated via the University's chosen e-commerce platform vendor (currently SciQuest). The Selected Firm(s) should be capable of implementing the following e-commerce functions for the University:

- i. A SciQuest e-commerce catalog – specifically, due to the nature of this commodity, a University-specific "hosted" or "punchout" catalog that coordinates seamlessly with the University's Marketplace platform, and/or;
- ii. A customized quote feature in the catalog offering for orders that fall outside the scope of the standard catalog items, such as, customized orders.

(the Selected Firm's e-commerce capability should include a method of capturing these customized quotes within the e-commerce business environment), and/or;

- iii. Electronic receipt of University POs, and/or;
- iv. Electronic Invoicing submission upon provision of the goods and services [Please Note: "Electronic Invoicing" is defined as a University-approved methodology for automated University receipt and entry of invoices. Simply delivering copies of invoices via facsimile transmission or e-mail is not considered to be "Electronic Invoicing" for the purposes of this RFP], and/or;
- v. Receipt of the subsequent University payment via a University approved method of electronic payment.

## **G. Contents of the Proposal**

Proposals should include information outlined in this section. Copies of proposals must be submitted through the Contract Opportunity Portal found on the PSDS webpage online at <http://www.procurement.virginia.edu/pagecontractopp> Firm(s) will be prompted to enter the "code" "**RFPKF042916**" to access the tool for upload. For detailed instructions see Attachment 7, Sample Screen Shots for Proposal Upload.

Proposals should include the following documentation:

- 1) Attachment 5, Award Agreement; Vendor Proposal Contracting Form in Microsoft Word format or Adobe portable document format ("PDF") format. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- 2) Any additional Proposal Documents that are of necessity. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- 3) Pricing in Microsoft Excel spreadsheet format only. See template Attachment 6; Product Pricing for pricing details. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)

Unnecessarily elaborate brochures and other presentations beyond the documents requested 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. Proposals submitted in any other method other than the Contract Opportunity Portal found online at <http://www.procurement.virginia.edu/pagecontractopp>, will not be accepted.

## **H. 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.

## **I. 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:

Small Business & Supplier Diversity	6%
Women Business Enterprises	7%
Minority Business Enterprises	32%

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 SBSB. 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.

## **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:	April 29, 2016
Preproposal Questions Open Period:	April 29, 2016 through May 12, 2016
Deadline for Receipt of Proposals:	Generation 1: <b>June 10, 2016</b>
Negotiations:	Generation 1: June through July 2016
Contract Award:	Generation 1: June through July 2016

### **B. Issuance of RFP and Questions**

The Issuing Office for this RFP is:

Procurement and Supplier Diversity Services  
University of Virginia  
1001 North Emmet Street  
P.O. Box 400202\*

Charlottesville, Virginia 22904-4202

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

**Attention:** Kristin Floyd  
**Telephone:** (434) 982-2636  
**Fax:** (434) 982-2690  
**TDD:** (434) 982-HEAR  
**Email:** kaf4b@virginia.edu

Any questions concerning this RFP will be directed to Kristin Floyd as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

### **C. Preproposal Questions Open Period**

Firms receiving this RFP are welcome to submit questions concerning this RFP to Kristin Floyd at [kaf4b@virginia.edu](mailto:kaf4b@virginia.edu). Questions will only be answered by email and all questions and answers provided during the Open Period April 29, 2016 through May 12, 2016 will be posted at <http://www.procurement.virginia.edu/pagerfp>. Questions asked outside of the Open Period or not in the requested method may not be answered.

### **D. Proposal Deadline for Generation 1**

Attachment 5, Award Agreement; Vendor Proposal Contracting Form must be received through the Contract Opportunity Portal found online at <http://www.procurement.virginia.edu/pagecontractopp> by **3:00 p.m., (EST/EDT), on June 10th, 2016**. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

Any trade secrets or proprietary information submitted with a proposal 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. Information about this RFP, Section J, Virginia Freedom of Information Act, applies.

### **E. Oral Presentation/Negotiations**

An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Negotiations and

Oral presentations are tentatively scheduled for June 2016 through July 2016.

Negotiations will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are also acceptable through electronic mail.

## **F. Communications Between the University 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(s) 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(s) 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. Oral presentations
2. 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(s)**

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(s) which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

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

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

1. Mandatory Provisions

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

- 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 VI, Information about this RFP Section D, Proposal Deadline.
- b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.

2. Preferred Provisions

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

- a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and

- b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

## **I. Rejection of Proposals**

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

## **J. Virginia Freedom of Information Act**

Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to 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 (CD, etc.) with the trade secrets and/or proprietary information redacted.

*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.**



**Attachment 1**  
**Mandatory Contractual Provisions**

A. Nondiscrimination

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

B. Conflict of Interests

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

C. Assignment

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

D. Amendments

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

E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight

courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:  
Eric N. Denby  
Director of Procurement 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

F. Independent Contractor

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

G. Workers' Compensation and Employers' Liability

The Selected Firm(s) will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

## H. Drug-Free Workplace

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

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

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

## I. Information Technology Access

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.

#### I. Contractor License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

License # \_\_\_\_\_ Type \_\_\_\_\_

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

J. Unauthorized Alien Use.

The Selected Firm(s) warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm(s) furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.

**Attachment 2**  
**Preferred Contractual Provisions**

A. Goods and Services

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

B. Term of Agreement

The term of this Agreement will be until December 31, 2026. Vendors who have been awarded in the prior year as a result of providing a proposal to this RFP, will be subject to auto-renewals for the full 10 year period unless otherwise determined by the University. Vendors awarded in subsequent Generation(s) will have the same expiration term as identified in this RFP.

The Selected Firm(s) and the University will mutually agree at least 30 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator

The University reserves the right to identify a Contract Administrator for any Agreement which results from this RFP at any time. The individual will be the point of contact at the University for day-to-day operations but cannot approve amendments to the Agreement or price changes.

D. Waiver

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

E. Indemnification

The Selected Firm(s) will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and 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(s) or its agents or subcontractors, including the provision of any services or products. The Selected Firm(s) warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law

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

G. Termination

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

H. Non-Appropriation

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

I. Right of Audit

The University reserves the right to audit or cause to be audited the Selected Firm(s)'s books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Selected Firm(s) will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm(s) 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(s) must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm(s) construe these minimum required limits to be its limit of liability to the University. The Selected Firm(s) will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm(s) satisfies the insurance requirements of the University. The Selected Firm(s) may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm(s).

Commercial General Liability:

The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence and a \$2,000,000 aggregate with coverage for the following:

- Premises/Operations     Products/Completed Operations
- Contractual                 Independent Contractors
- Personal Injury             Medical Payment
- Fire Legal Liability        Underground Explosion & Collapse
- Additional Insured\*     Other: The services included in this agreement are not excluded from coverage.

Automobile Insurance:

The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$500,000 per occurrence with the following coverages for vehicles operated by its employees.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Any Automobile | <input checked="" type="checkbox"/> Owned and Non-Owned Automobiles |
| <input type="checkbox"/> Garage Liability          | <input type="checkbox"/> Transportation of Hazardous Substances     |
| <input type="checkbox"/> Additional Insured*       | <input type="checkbox"/> Other                                      |

Umbrella/Excess Liability:

The Selected Firm and any Subcontractor will maintain excess liability coverage of at least \$2,000,000 per occurrence that provides coverage uniform with the underlying general liability insurance.

Professional Liability Insurance:

The Selected Firm(s) and any Subcontractor providing professional services will provide Professional liability insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 annual aggregate providing professional errors and omissions coverage covering the services as set forth in this agreement during the contract period, with coverage maintained for an additional two years beyond the contract period or alternatively with extended reporting period coverage of at least two years provided at the end of the contract period for claims-made policies.

\*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, employees, and agents."

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(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), the Agreement may be extended to the entities indicated above to purchase 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(s) 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(s) may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm(s).

The Selected Firm(s) will notify the University in writing of any such entities accessing the Agreement. The Selected Firm(s) 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(s) to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

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

M. Favored Nations

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

N. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm(s) 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(s) will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm(s) will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm(s) will submit the quarterly SWAM business reports to:

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

The Selected Firm(s)'s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm(s)'s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm(s) as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 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(s) (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Selected Firm(s) warrants to the University that the University will own all rights,

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

#### R. Electronic Procurement

The Selected Firm(s) 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)'s website. Selected Firm(s) who proceed with a Catalog will utilize catalog numbers and match invoices with Purchase Orders. 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(s) 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)'s catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at any time during the term of this Agreement.

#### S. Payment Terms

The Selected Firm(s) 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(s), invoices submitted to the University by the Selected Firm(s) 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(s) 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](mailto:uva-prs-boa@virginia.edu)]. Accordingly, the Selected Firm(s) 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(s) to appropriately and specifically market itself to applicable end-using University departments that may be interested in the Selected Firm(s)'s Goods and Services. However, the Selected Firm(s) 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(s) 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(s) 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)'s provision of the Goods and Services. Accordingly, at the University's request, the Selected Firm(s) 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(s) 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(s) to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm(s) 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.

W. Account Manager

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

X. eVA Business To Government Registration

The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://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(s) is required to register in the eVA Internet e-procurement solution prior to an award being made.

Y. eVA Transaction Fee

The Selected Firm(s) 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(s) will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at [www.eva.virginia.gov](http://www.eva.virginia.gov).

**Attachment 3**  
**Procedure for Resolution of Contractual Claims**

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

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

A. The Selected Firm(s) must provide the written claim to:

Assistant Director of Procurement and Supplier Diversity Services  
University of Virginia  
1001 North Emmet Street  
P. O. Box 400202  
Charlottesville, Virginia 22904-4202

B. Although the Selected Firm(s) may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm(s) must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement 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(s). If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact the Selected Firm(s) and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm(s) mutually agree.

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

E. The Selected Firm(s) may appeal the decision to:

Director of Procurement and Supplier Diversity Services  
University of Virginia

Carruthers Hall  
1001 North Emmet Street  
P.O. Box 400202 Charlottesville, Virginia 22904-4202

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

- F. Upon receiving the written appeal, the Director of Procurement 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(s). If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact the Selected Firm(s) 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(s) mutually agree.
- G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm(s) 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(s) may not file such claim unless and until it has complied fully with the procedure set forth in this Attachment 3.



Office of the Vice President for Management and Budget

**Attachment 4**

Vice President for Management and Budget's Request for Commitment

Greetings:

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

We conduct substantial business with small firms. We have 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

## **Attachment 5**

### **Award Agreement**

#### **Vendor Proposal Contracting Form**

#### **Procedure for Proposal Submission**

Proposals should include information outlined in this section. Vendor Proposals are to be provided as **Attachment 5, Award Agreement; Vendor Proposal Contracting Form**. Please complete this document in its entirety and upload through the portal <http://www.procurement.virginia.edu/pagecontractopp> you will be prompted to enter the “code” “**RFPKF042916**” to access the tool for upload. For detailed instructions see Attachment 7, Sample Screen Shots for Proposal Upload.

Proposals should include the following documentation:

- Attachment 5, Award Agreement; Vendor Proposal Contracting Form in Microsoft Word format or Adobe Portable Document Format (“PDF”) format. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- Any additional Proposal Documents that are of necessity. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- Pricing in Microsoft Excel spreadsheet format only see template Attachment 6; Product Pricing. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)

Unnecessarily elaborate brochures and other presentations beyond the documents requested 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.

## Vendor Proposal Contracting Form

This Agreement, effective \_\_\_\_\_, is by and between the Rector and Visitors of the University of Virginia, (the “University”) and \_\_\_\_\_ (“Selected Firm”).

### TERM

The term of this Agreement will be for one (1) year effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions, for nine (9) additional one (1) year periods until 2026. Unless otherwise determined by the University or Selected Firm, this Agreement will automatically renew without intervention between the University and Selected Firm. The University and Selected Firm reserve the right to negotiate price of goods and services on an annual basis.

### WITNESS

By its Request for Proposal (RFP) KF042916 for Research and Development Goods and Services dated April 29, 2016, the University requested proposals from firms to provide Research and Development Goods and Services (the “Goods and Services”). The parties, having negotiated concerning the Goods and Services wish to express in this Agreement the basis on which the Selected Firm will provide the Goods and Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents

These documents are hereby incorporated into this Sub-Agreement:

- A. Agreement Attachment 1, Mandatory Contractual Provisions;
- B. Agreement Attachment 2, Preferred Contractual Provisions
- C. Agreement Attachment 3, Procedure for Resolution of Contractual Claims;
- D. The RFP dated April 29, 2016 (by reference); and
- E. Selected Firm’s proposal in response to the RFP (by reference).

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement and Agreement Attachment 1, prevail over all other Agreement documentation.

To be considered a fully completed response to this RFP, all proposals must include:

- Attachment 5, Award Agreement; Vendor Proposal Contracting Form in Microsoft Word format or Adobe portable document format (“PDF”) format. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- Any additional Proposal Documents that are of necessity. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- Pricing in Microsoft Excel spreadsheet format only see template Attachment 6 Product Pricing. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)

**Please Note:**

**Attachment 5; Award Agreement, Vendor Proposal Contracting Form is the Master Agreement between the University and Selected Firm. Once completed, further negotiations will be comprised of pricing of goods and services only.**

**I. CONDITIONS OF AWARD**

Please check each box below confirming the firm’s agreement with the following mandatory conditions of award. All questions should be directed towards the buyer listed in Section VI. Information about this RFP, Section B, Issuance of RFP and Questions.

- The firm is registered as a vendor with the University.**  
<https://www.procurement.virginia.edu/main/frms/VendorReg.php>

<b>University Supplier Number:</b>	
------------------------------------	--

- Unless otherwise deemed appropriate by the University, the firm will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.**

(As indicated on University Vendor Registration)  
<https://www.procurement.virginia.edu/main/frms/VendorReg.php>

<b>Method of Payment:</b>	
<b>Vendor Pay Site:</b>	
<b>Vendor Purchasing Site:</b>	

**Contractual Provisions**

The firm agrees to the following terms and conditions: (Only firms who agree to Mandatory Provisions will be considered).

**The University's Mandatory Contractual Provisions:**

<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>

**The University's Preferred Contractual Provisions:**

<http://www.procurement.virginia.edu/main/publicpostings/rfp/preferredprovisions.pdf>

**The University of Virginia Purchasing Terms & Conditions:**

<http://www.procurement.virginia.edu/page/terms>

Specific Terms and Conditions listed below.

**Invoicing**

The firm has ability to perform electronic invoicing. "Electronic Invoicing" is defined as a University-approved methodology for automated University receipt and entry of invoices. Among the methodologies currently approved are:

- cXML delivery of invoices [for which the University would deliver, and selected firm would accept, cXML delivery of University POs];
- SciQuest's PO to Invoice Flip ("POTIF") methodology;
- Use of electronic invoicing as specified by the University, such as Transcepta;
- Any methodology approved by the University in the future; or
- Any combination thereof.

Unless otherwise specifically requested in writing by the University's Accounts Payable Department, the firm will not submit non-electronic invoices for any transaction between the University and the firm.

**Preference to utilize Transcepta for electronic invoicing**

**E-Commerce**

Is your firm interested in having an eCatalog in the UVa Marketplace? Yes  No

Designated eCatalog Representative Name	Email Address	Telephone Number
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**Warranty**

The firm is providing a warranty or guarantee on goods and/or services

**Warranty or Guarantee Information**

- The Firm will provide a certificate of insurance confirming the requirement(s) listed in Attachment II, Preferred Terms and Conditions, Section K, Insurance.**
- The firm will not require a prepayment or deposit.**
- The firm will not require the University sign any separate agreements. Order Confirmation sheets should be used summarizing specific orders showing delivery dates, items, prices – no terms or conditions should be listed.**
- The firm will accept the University issued Purchase Orders (“PO”).**
- Shipping and Handling**

The University encourages proposals with discounted or exempt shipping and handling terms. In the event that satisfactory shipping and handling terms cannot be negotiated, the University reserves the right to request that shipping and handling terms offered by the Selected Firm(s) be handled through Vantage Point Logistics, Inc (“VPL”). The University has contracted with Vantage Point Logistics, Inc. (“VPL”) to provide freight management services. If requested, the University will require selected firms to register and utilize VPL services. More information may be found here: [http://www.procurement.virginia.edu/o/VPL\\_supplierletter.pdf](http://www.procurement.virginia.edu/o/VPL_supplierletter.pdf)

**Shipping and Handling Terms/Pricing**

- Preference to utilize Vantage Point Logistics, Inc for Shipping**
- Payment Method**

The firm agrees to receive payments electronically. The firm will register for one of the approved methods of payment at the University. These payments may include; WellsOne Commercial Card (Virginia Tech payment of choice), Bank of America (“BoA”) ePayable, BoA Paymode, and/or methods available in the future. More information regarding pay terms may be found here: <http://www.procurement.virginia.edu/pagepaymentmethods>

**Early Payment Discount**

The University encourages Firms to provide a discount in return for expedited pay terms. Multiple early payment discount terms are available. Please select an early payment discount term below, otherwise pay terms are Net 45.

- .5% 25 / Net 30
- 1% 20 / Net 30
- 2% 15 / Net 30
- 4% 10 / 2% Net 15
- Net 20 E-Payables
- Net 45 Paymode
- Other \_\_\_\_\_

**The firm is registered in the Commonwealth of Virginia’s electronic procurement system, eVA (Information on eVA can be found at: <http://www.eva.virginia.gov>).**

<b>eVa Registration Number:</b>	
---------------------------------	--

**The firm intends to provide pricing for the following category(s):**

- Laboratory Equipment
- Microscopes Equipment and Services
- Laboratory Animals
- Laboratory Chemicals
- Equipment Maintenance and Testing Services
- Life Science Materials and Testing Services
- Medical, Dental and Orthopedic Goods and Services
- Research and Development Goods and Services/ Specialty Goods and Services.

**Keywords**

Please list any keywords that should be associated with Firm(s) Contract Summary page at the University. The University reserves final discretion of keyword utilization.

--

## Client Reference List

Vendor must provide a minimum of three (3) business references.

1 Reference Name	Contact
Address	Phone #:
E-mail address	
Description and date(s) of commodities and services provided	
2 Reference Name	Contact
Address	Phone #:
E-mail address	
Description and date(s) of commodities and services provided	
3 Reference Name	Contact
Address	Phone #:

E-mail address	
Description and date(s) of commodities and services provided	

**II. FIRM INFORMATION**

Please complete the following information below.

**Vendor and Contact Information**

<b>Vendor Legal Name:</b>	
<b>Vendor Website:</b>	
<b>TIN/ EIN:</b>	

**Vendor Contact for questions regarding this proposal**

Name:					
Telephone:		Fax		Email	

**Vendor Contact for Contract Renewals**

Name:					
Telephone:		Fax		Email	

**Vendor Contact Sales Representative**

Name:					
Telephone:		Fax		Email	

**Vendor Contact for Invoice Information**

Name:					
Telephone:		Fax		Email	

**Vendor Contact for SWaM Reporting**

Name:					
Address:					
City/State/Zip:					
Telephone:		Fax		Email	

**Executive Vendor Contact**

Name:					
Address:					
City/State/Zip:					
Telephone:		Fax		Email	

Is your firm **SBSD Certified**? Yes  No

If yes, which category: Small Business  Minority-Owned  Women-Owned

Does your firm have a SWaM plan? Yes  No

The firm is taking exception to the following **Preferred** terms and conditions.

## Acceptance

**Vendor Name**

Representative Name:	_____
Title:	_____
Date:	_____
<input type="checkbox"/> <b>Electronic Signature:</b> By typing the name of the firm's authorized representative/signatory into the field above the firm certifies that it is providing a binding "Electronic Signature" and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein.	

## Attachment 6

### Product Pricing

#### I. Financial Proposal

- a. 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.
- b. Describe how the University will benefit from cost savings by accepting the firm's proposal.
- c. If the firm would like to submit a "Core Items" list (or specialized items list as part of their offering please include this pricing in a separate tab in the Microsoft Excel price list.)
- d. Discounts may be provided as category discounts, line item discounts or both.
- e. Include any volume discounts, incentives, or rebates in your offering.
- f. University Department users may request increased discounts or negotiate further value added goods and services at any time. Selected Firm(s) may increase the minimum discount percentage at any time, either permanently or on a transaction only basis; however, any decrease to a minimum discount percentage requires written approval of the University.
- g. Pricing documents should include the following information (as applicable)
  - Manufacturer Sku/ Number
  - Item Description
  - Manufacturer Name
  - Category Discount/Category Discount Code (CDC)/Manufacturer internal category designation
  - UNSPSC Code
  - UNSPSC Name
  - Unit of Measure
  - List Price
  - Net Price
  - Core List/ Top List item(s) (assigned discounts to core products or additional values)
  - Volume Discount(s)/ Incentive(s)/Rebate(s)

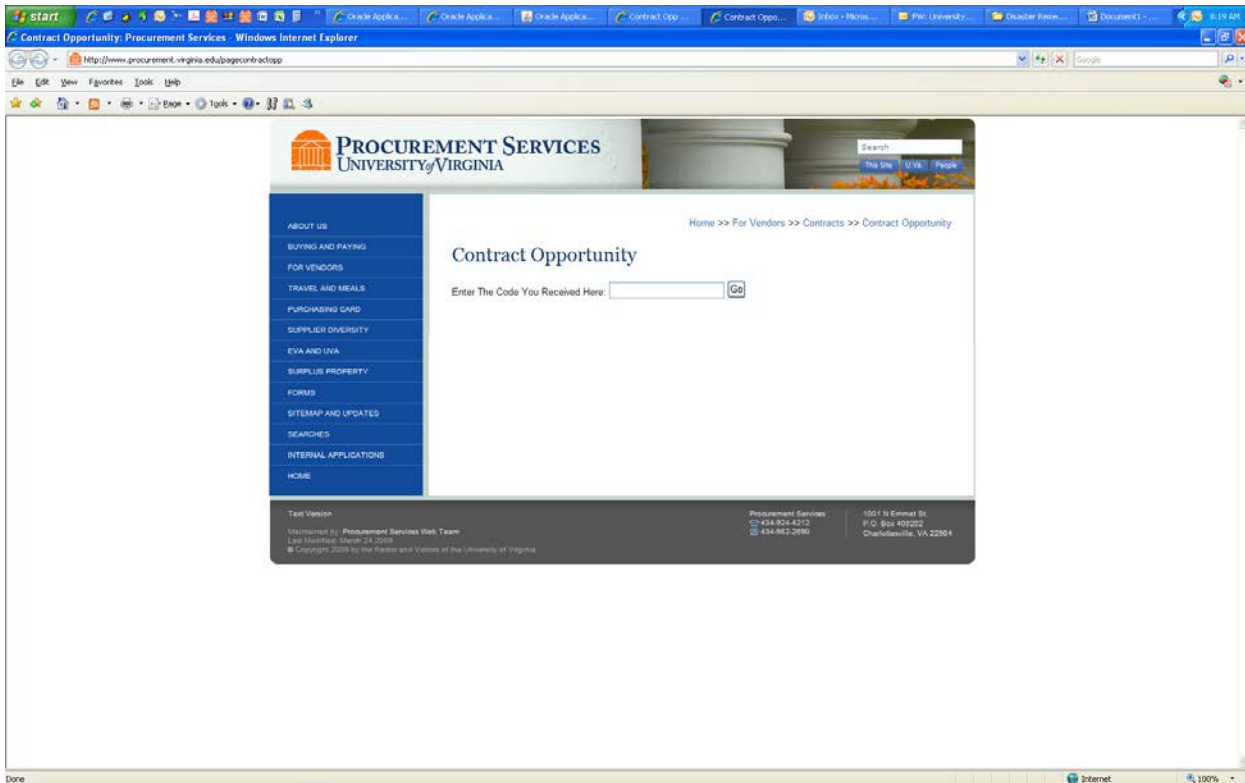
## Attachment 7

### Sample Screen Shots for Proposal Upload

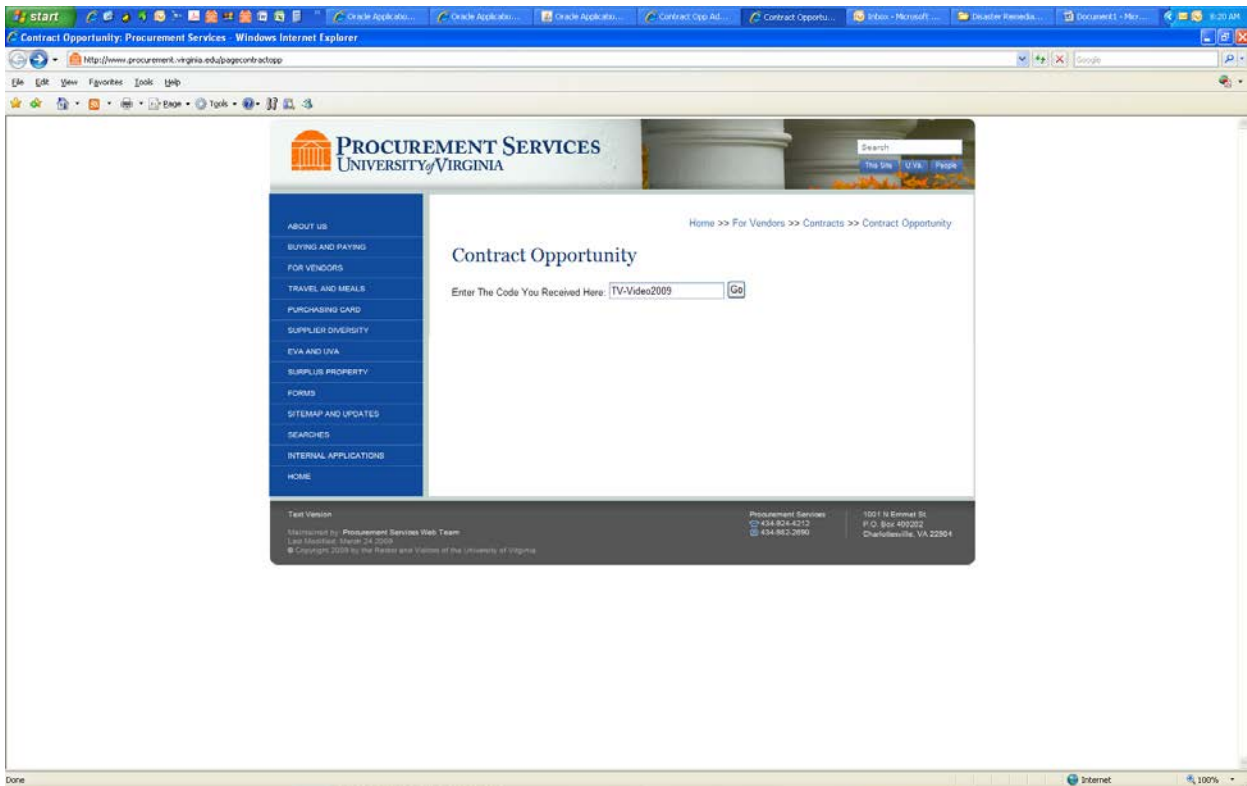
#### *Sample Screen Shots of the Contract Opportunity Portal*

##### Accessing the Solicitation:

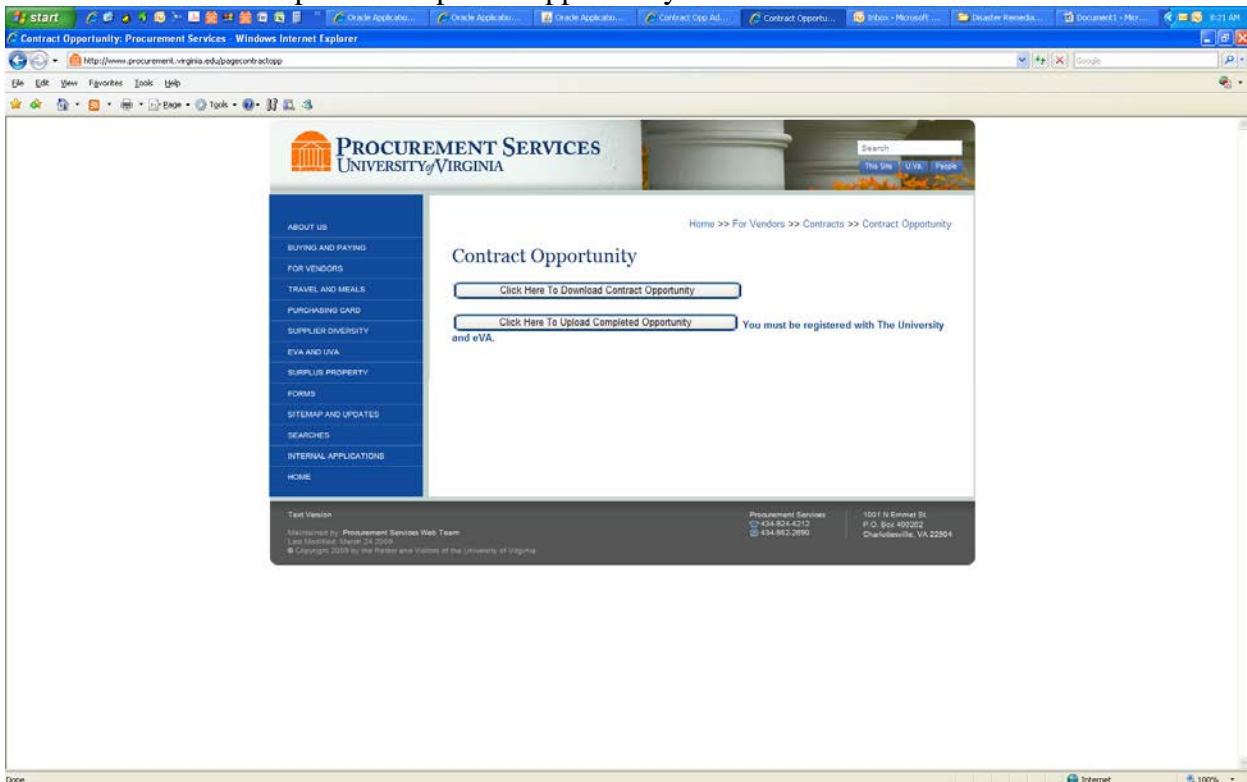
<http://www.procurement.virginia.edu/pagecontractopp>



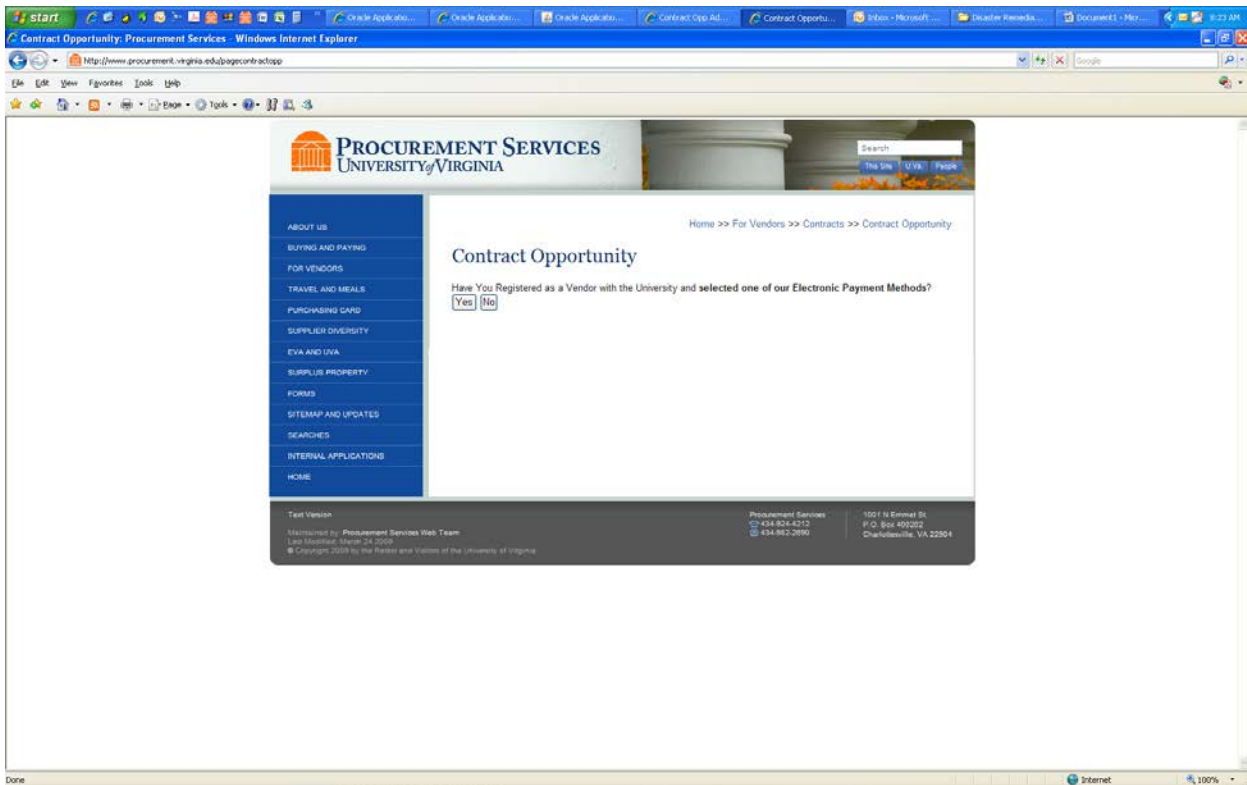
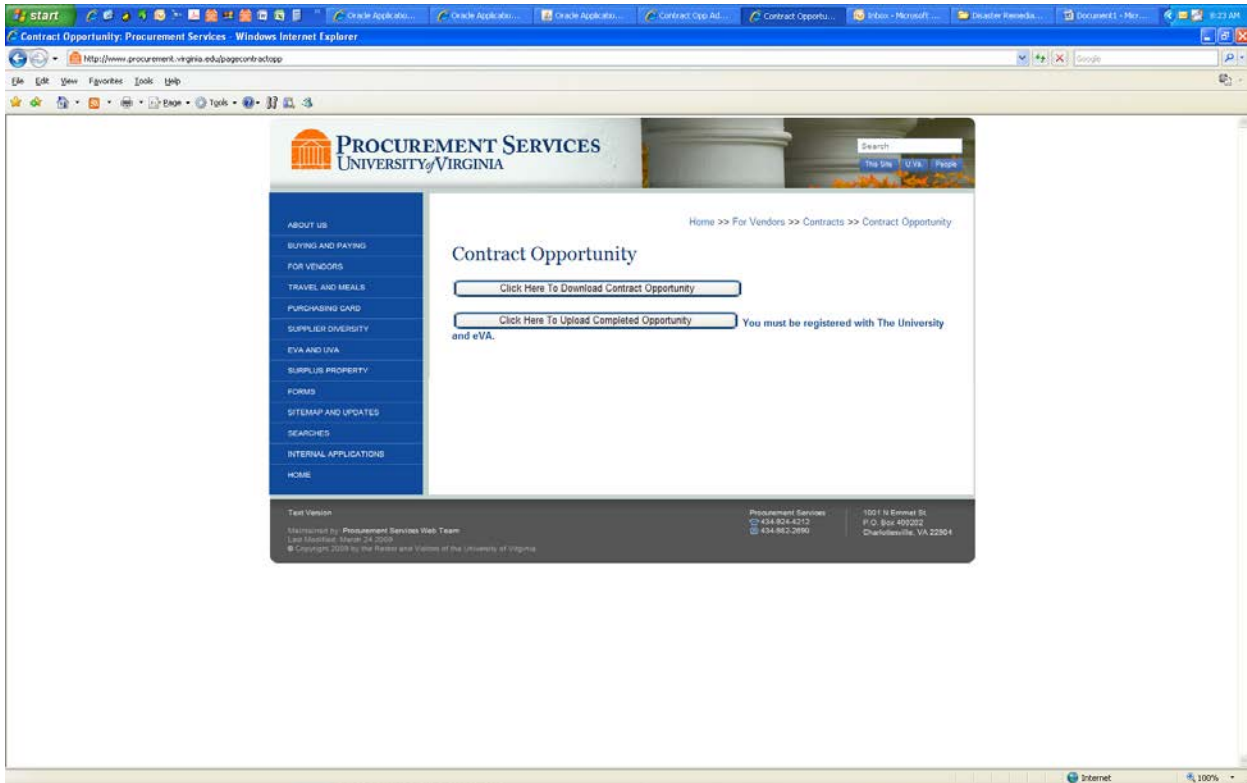
User will be prompted to enter the “code” **RFPKF042916**

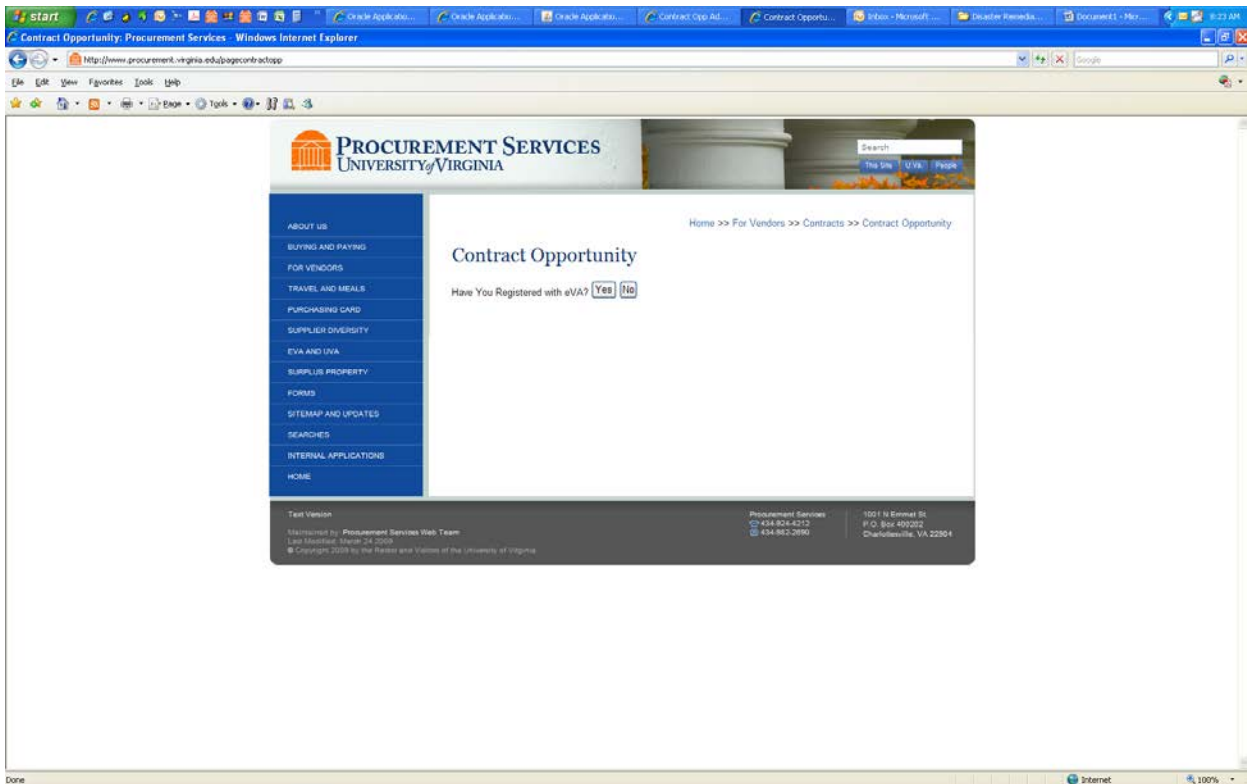


Select Click Here to Upload Completed Opportunity:

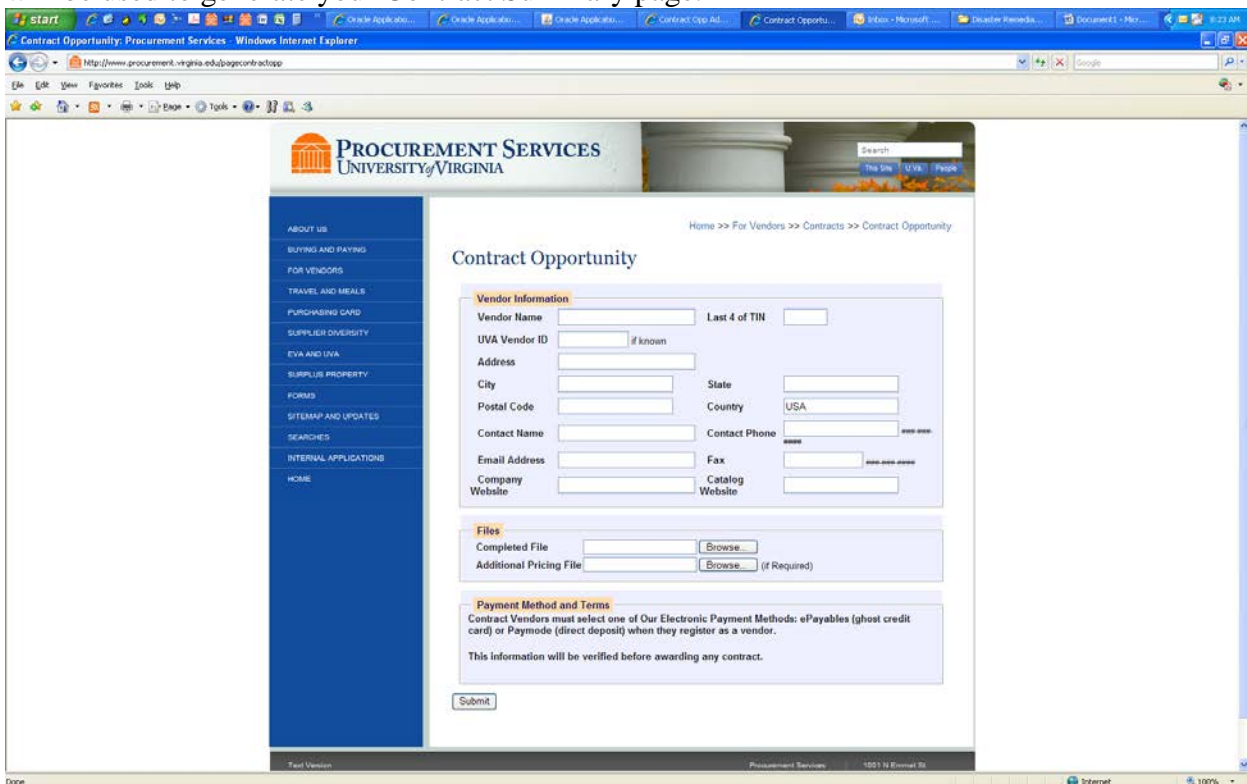


# Uploading a Completed CO:





Complete the Vendor Information for the Customer Service Contact for the University (this information will be used to generate your Contract Summary page).



Clicking the 'Submit' button completes the response process for a Contract Opportunity.



University of Virginia  
Procurement and Supplier Diversity Services  
P.O. Box 400202  
Charlottesville, Virginia 22904-4202  
(434) 924-4212

March 24, 2017

**ADDENDUM ONE (001) TO ALL FIRMS:**

Reference: Request for Proposal (RFP) #KF042916  
Commodity: Research and Development Goods and Services  
Dated: March 24, 2017  
Proposal Due: **Original March 31, 2017 extending to April 28, 2017 3:00 pm EST**

Please reference the following for clarifications and changes to the RFP #KF042916 Generation 2 issued on January 6, 2017 for Research and Development Goods and Services:

RFP Addendum Three: D. Proposal Deadline for Generation 2

The Award Agreement; Vendor Proposal Contracting Form: Generation 2 must be received through the Contract Opportunity Portal found online at

<http://www.procurement.virginia.edu/pagecontractopp>

Firm(s) will be prompted to enter the "code" "**Gen2**"

**by 3:00 p.m., (EST/EDT), on April 28, 2017.**

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

If you have any questions concerning this Addendum or the RFP, please contact me at (434) 982-2636. Thank you for your participation in this RFP Process. I look forward to receiving your proposal.

Sincerely,

Kristin Floyd  
Senior Buyer



April 28, 2017

University of Virginia  
Procurement and Supplier Diversity Services  
P.O. Box 400202  
Charlottesville, Virginia 22904-4202  
(434) 924-4212

**ADDENDUM TWO TO ALL FIRMS:**

Reference: Request for Proposal (RFP) #KF042916

Commodity: Research and Development Goods and Services

Generation 2 Open  
Enrollment Issue Date: January 6<sup>th</sup> 2017-April 28, 2017

Proposal Due: **Extending to May 31, 2017 3:00 pm EST**

Please reference the following for clarifications and changes to the RFP #KF042916 Generation 2 issued on January 6, 2017 for Research and Development Goods and Services:

RFP Addendum Three: D. Proposal Deadline for Generation 2

The Award Agreement; Vendor Proposal Contracting Form: Generation 2 must be received through the Contract Opportunity Portal found online at

<http://www.procurement.virginia.edu/pagecontractopp>

Firm(s) will be prompted to enter the "code" "**Gen2**"

**by 3:00 p.m., (EST/EDT), on May 31, 2017.**

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

If you have any questions concerning this Addendum or the RFP, please contact me at (434) 982-2636. Thank you for your participation in this RFP Process. I look forward to receiving your proposal.

Sincerely,

Kristin Floyd  
Senior Buyer



May 31, 2017  
University of Virginia  
Procurement Services  
P.O. Box 400202  
Charlottesville, Virginia 22904-4202  
(434) 924-4212

ADDENDUM THREE TO ALL FIRMS:

Reference: Request for Proposal (RFP) #KF042916  
Commodity: Research and Development Goods and Services  
Generation 2 Open Enrollment Issue Date: January 6th 2017  
Proposal Due: Extending to June 29, 2017 3:00 pm EST

Please reference the following for clarifications and changes to the RFP #KF042916 Generation 2 issued on January 6, 2017 for Research and Development Goods and Services:

RFP Addendum Three: D. Proposal Deadline for Generation 2

The Award Agreement; Vendor Proposal Contracting Form: Generation 2 must be received through the Contract Opportunity Portal found online at <http://www.procurement.virginia.edu/pagecontractopp>. Firm(s) will be prompted to enter the "code" "**Gen2**" **by 3:00 p.m., (EST/EDT), on June 29, 2017.** The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

If you have any questions concerning this Addendum or the RFP, please contact me at (434) 982-2636. Thank you for your participation in this RFP Process. I look forward to receiving your proposal.

Sincerely,

Kristin Floyd  
Senior Buyer

January 5, 2018

University of Virginia  
Procurement and Supplier Diversity Services  
P.O. Box 400202  
Charlottesville, Virginia 22904-4202  
(434) 924-4212

### **ADDENDUM FOUR TO ALL FIRMS: OPEN ENROLLMENT GENERATION 3**

Reference: [Request for Proposal \(RFP\) #KF042916](#) (Follow hyperlink for original RFP document)

Commodity: Research and Development Goods and Services

Dated: April 26, 2016

Generation 3 Open Enrollment Issue Date: January 05, 2018

Proposal Due: May 31, 2018

#### **Generation 3 Open Enrollment**

1. If your firm meets the mandatory criteria as outlined in [Request for Proposal \(RFP\) #KF042916](#); the University is requesting your full portfolio of goods and services for the purpose of this RFP.
2. Proposal response to this open enrollment period requires specific document submittal instructions found below in G. Contents of Proposals.
3. Please review Addendum One from [Request for Proposal \(RFP\) #KF042916](#) for a list of vendor questions prior to contacting the buyer listed on this open enrollment. This list may be found here:  
[http://www.procurement.virginia.edu/main/publicpostings/rfp/ADD\\_001\\_Research%20and%20Development%20Goods%20and%20Services\\_KF042916\\_FY2016.pdf](http://www.procurement.virginia.edu/main/publicpostings/rfp/ADD_001_Research%20and%20Development%20Goods%20and%20Services_KF042916_FY2016.pdf)
4. Cooperative Procurement. The Virginia Association of State College & University Purchasing Professionals (“VASCUPP”) is provided analytic and contract management support by the Virginia Higher Education Procurement Cooperative (“VHEPC”). VHEPC will be the contract managing agency for any identified contract(s) resulting from this solicitation. Vendors may propose strategic offerings to participate in a VHEPC promotion program.

Please reference the following for clarifications and changes to the [Request for Proposal \(RFP\) #KF042916](#) issued on April 29, 2016 for Research and Development Goods and Services.

## **V. Scope of Goods and Services**

### **D. Anticipated Award Schedule Open Enrollment**

The University is now accepting Proposals for Generation 3 of the Research and Development RFP.

### **G. Contents of Proposals**

Proposals should include information outlined in this section. Copies of proposals must be submitted through the Contract Opportunity Portal found on the PSDS webpage online at <http://www.procurement.virginia.edu/pagecontractopp> Firm(s) will be prompted to enter the “code” “**Gen3**” to access the tool for upload. For detailed instructions see Original [Request for Proposal \(RFP\) #KF042916](#) , Attachment 7, Sample Screen Shots for Proposal Upload.

Proposals should include the following documentation:

- 1) Award Agreement; Vendor Proposal Contracting Form: Generation 3 in Microsoft Word format. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- 2) Any additional Proposal Documents that are of necessity, such as the Firm’s Certificate of Insurance. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
- 3) Pricing in Microsoft Excel spreadsheet format only. See [Request for Proposal \(RFP\) #KF042916](#) Attachment 6; Product Pricing for pricing details. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.) Unnecessarily elaborate brochures and other presentations beyond the documents requested are not desired and may be construed as an indication of a firm’s lack of cost consciousness, **and** will not be accepted.

## **VI. Information about this RFP**

### **A. Procurement Schedule**

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

Issue Date for Generation 3 Open Enrollment of RFP: January 05, 2018

Preproposal Questions Open Period: January 2018 through May 2018

Deadline for Receipt of Proposals: Generation 3: **May 31, 2018**

Negotiations: Generation 3: January 2018 through June 2018

Contract Award: Generation 3: January 2018 through June 2018

### **C. Preproposal Questions Open Period**

Firms receiving this RFP are welcome to submit questions concerning this RFP to Kristin Floyd at [kaf4b@virginia.edu](mailto:kaf4b@virginia.edu). Prior to asking questions, it is encouraged to review [Addendum 001](#) for the list of original questions asked during Generation 1 of the Original RFP.

### **D. Proposal Deadline for Generation 3**

The Award Agreement; Vendor Proposal Contracting Form: Generation 3 must be received through the Contract Opportunity Portal found online at <http://www.procurement.virginia.edu/pagecontractopp> **by 3:00 p.m., (EST/EDT), on May 31st, 2018**. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

Any trade secrets or proprietary information submitted with a proposal 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. Information about this RFP, Section J, Virginia Freedom of Information Act, applies.

### **E. Oral Presentation/Negotiations**

An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Negotiations and Oral presentations are tentatively scheduled for January 2018 through June 2018. Negotiations will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are also acceptable through electronic mail.

### **F. Communications between the University 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(s) 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(s) 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. Oral presentations
2. 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.**

#### **Attachment 5: Award Agreement Vendor Proposal Contracting Form**

Please see additional document, Award Agreement, Vendor Proposal Contracting Form: **Generation 3** associated with this posting for Generation 3 open enrollment. Please use this document to prepare any vendor proposals. Firms who submit proposals with the incorrect form will be asked to resubmit proposals with the correct form.

#### **Attachment 7: Sample Screen Shots for Proposal Upload**

Please note the change in "code" from the original RFP.

Accessing the Solicitation:

<http://www.procurement.virginia.edu/pagecontractopp>

Enter the Following "code:" **Gen3**

If you have any questions concerning this Addendum or the RFP, please contact me at (434) 982-2636 or kaf4b@virginia.edu. Thank you for your participation in this RFP Process. I look forward to receiving your proposal.

Sincerely,

Kristin Floyd  
Senior Buyer  
University of Virginia

**AMENDMENT 001**

**Agreement Between**

**The Rector and Visitors of the University of Virginia**

**and**

**Amtek Company, Inc.**

The Rector and Visitors of the University of Virginia, (the "University") and Amtek Company, Inc. ("Amtek") are amending Agreement UVA1998173 dated June 1, 2018, whereby Amtek contracted to provide Research and Development Goods and Services to the University.

**Specific Provisions**


These specific provisions will be added and updated effective June 1, 2022, as follows:

Attachment 1. Fees & Discount Structure is hereby deleted in its entirety and replaced by the Exhibit A: Fees & Discount Structure attached hereto.

All other terms and conditions of the Agreement UVA1998173 dated June 1, 2018, will remain in effect.

**ACCEPTANCE**

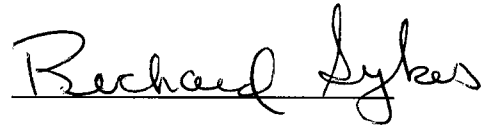
**For the Rector and Visitors  
of the University of Virginia**

DocuSigned by:  
  
DB00CF613E0D4E3...

Alita Salley  
Director of Strategic Sourcing

5/27/2022  
Date

**For Amtek Company, Inc.**



5/26/22  
Date

**Exhibit A: Fees & Discount Structure**

These fees and discount structure are effective June 1, 2022.

General Education Discount Schedule - Products		
Manufacturer	Discount From List	Note
Amatrol	5%	
Atech	2%	
Axiom CNC	2%	
Bayport	5%	
BOFA Americas	5%	
CEF (Custom Educational Furnishings)	10%	
Clausing	2%	
Clean Air America	2%	
CM Labs	2%	
CR Clarke	3%	
Creaform	20%	Research package includes 5 year software maintenance agreement
DAC Worldwide	5%	
Desktop Metal	3%	Discount off hardware only
Denford CNC	5%	
Dobot Collaborative Robots	5%	
Dobot Educational Robots	3%	
EMCO	3%	
Fanuc collaborative robots	10%	
Fanuc industrial robots	10%	
Fanuc CNC machines	2%	
Fanuc CNC simulators	2%	
Fanuc CERT program packages	20%	
Forest Scientific	5%	Includes a 3 year warranty
Felder	3%	
Formech	3%	
Geomagic	5%	
GMI furniture	10%	
JPW Industries (Jet, Powermatic, Wilton, Baileigh, Edwards)	2%	
Kern Laser	2%	
Levil Technology	3%	
Lincoln Electric	2%	
LJ Create	5%	
Lucas Nuelle	3%	Includes a 2 year warranty
Makerbot	2%	Includes 6 month warranty
Matest	2%	
Matrix Multimedia	5%	
Media Technologies	10%	
Miller Welding & Digital Welding Technology	2%	
Minds-i	3%	
OnRobot	10%	
PM Technologies	5%	
Quanser	3%	
Real Games	3%	
Roland	3%	
Siemens	0% SCE Contract Schedule is already heavily discounted	
Simlog	3%	
Solidworks/3D Experience	5%	
Stratasys 3D printers	5%	
Tecquipment	5%	Includes a 5 year warranty
Ultimaker	5%	
Universal Laser Systems	5%	
Vectric	3%	
Virage	2%	

<b>General Education Discount Schedule - Products (cont'd)</b>		
VR Sim	3%	
Wisconsin Bench	10%	
zSpace	2%	
All other Amtek product lines	case by case basis	
<b>General Education Discount Schedule - Services</b>		
Standard on-site training (\$1,295)	\$1,095	
Standard on-site installation (\$1295)	\$1,095	
Stratasys Extended Warranties – Excluding MakerBot	5%	
Design, configuration and consulting services (\$125/hr.)	\$100/hr	
If it becomes necessary to have service work performed directly by a product manufacturer for any reason, the service work will not be discounted and will be billed at the actual amount charged by the manufacturer.	0%	
Printer Supplies	0%	
<b>General Warranty Statement</b>		
<b>The following product lines carry a limited lifetime warranty:</b>		
<b>GMI (Greene Manufacturing Inc.)</b>		
<b>The following product lines carry a two year warranty:</b>		
<b>Universal Lasers (laser tube)</b>		
<b>The following product lines carry a three year warranty:</b>		
<b>Forest Scientific</b>		
<b>The following product lines carry a five year warranty:</b>		
<b>Tecquipment</b>		
<b>All other products:</b>		
<b>One year warranty</b>		
<b>General Warranty Notes:</b>		
<b>* For product lines serviced by Amtek technicians, all first year warranty repairs will be performed on-site if possible. After the first year, warranty repairs are handled per manufacturer policy.</b>		
<b>* All non warranty repairs will be billed at Amtek's standard daily services rate plus any necessary parts. Should the repair require an on-site visit, travel expenses shall be covered by the University at the agreed upon, published rates.</b>		
<b>General Shipping Statement</b>		
<b>Amtek offers FOB destination via our choice of carrier on all products to a standard height loading dock. Any delivery requirements that result in additional fees from the shipper are the responsibility of the customer.</b>		

## **AGREEMENT**

This Agreement, executed the 3rd day of October, 2018 by and between the Rector and Visitors of the University of Virginia (the “University”) and the Amtek Company Inc, (“Amtek”).

## **WITNESS**

WHEREAS, the University and Amtek have executed an Agreement dated June 1, 2018 for Research and Development Goods and Services (the “Goods and Services”) and included in the Master Agreement is a third party access clause.

WHEREAS, the University and Amtek have taken the additional time needed to proactively and thoughtfully articulate the nature of overall relationship via an effectively written Master Agreement.

WHEREAS, the University and its Procurement & Supplier Diversity Services Department (“PSDS”) established and maintains a Publically Accessible Contract’s (“PAC”) website [currently: <http://www.procurement.virginia.edu/pagepacontracts>] to promote the use of PACs and to facilitate third party access of existing PAC relationships.

Now therefore, the University and Amtek wish to express in this Agreement the specific basis on which the University will provide third party marketing assistance, of the Master Agreement to Amtek and to

## **TERM**

The term of this Agreement will commence on 10/03/2018 and will end at 12/31/2026.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Amtek will:

- A. Provide an incentive based rebate structure as a PAC fee to all accessing entities associated with the Virginia Higher Education Procurement Cooperative “VHEPC” based on the following total purchase amount of all accessing entities:

Total Purchase Amount	Percent
\$0 to \$5,000,000	1.00%
\$5,000,001 to \$7,000,000	1.25%
\$7,000,001 to \$9,000,000	1.50%
Over \$9,000,001	2.00%

VHEPC MEMBER LIST

CHRISTOPHER NEWPORT UNIVERSITY
GEORGE MASON UNIVERSITY
JAMES MADISON UNIVERSITY
OLD DOMINION UNIVERSITY
LONGWOOD UNIVERSITY
RADFORD UNIVERSITY
UNIVERSITY OF VIRGINIA
VIRGINIA COMMONWEALTH UNIVERSITY
UNIVERSITY OF MARY WASHINGTON
VIRGINIA COMMUNITY COLLEGE SYSTEM
VIRGINIA MILITARY INSTITUTE
VIRGINIA TECH
WILLIAM AND MARY

- B. Reports indicating cooperative access and total spend will be generated by Amtek annually by February 15<sup>th</sup> of each year and sent to:
- Ryan Balber  
 Director, Virginia Higher Education Procurement Cooperative  
 PO Box 400202  
 Charlottesville Va 22904  
[rb7pq@virginia.edu](mailto:rb7pq@virginia.edu)
- C. Checks will be sent by Amtek to the separate accessing entities. Contact information and mailing instructions for these separate accessing entities will be determined by Amtek.
- D. Payment(s) to the University of Virginia will be in the form of check and will be sent prior to March 15<sup>th</sup> of each year to:

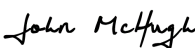
Shannon Wampler  
Director, Strategic Operations  
Procurement & Supplier Diversity Services  
University of Virginia  
Carruthers Hall  
1001 North Emmet Street  
P.O. Box 400202  
Charlottesville, Virginia 22904

All other terms and conditions of the Agreement dated 10/03/2018 will remain in effect.

**ACCEPTANCE**

**For the Rector and Visitors  
of the University of Virginia**

**For Amtek Company Inc.**

DocuSigned by:  
  
206C50E51C53410...

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John Mchugh  
Director of Procurement & Supplier  
Diversity Services

---

Ronald Baddock  
President

---

Date  
PO #1167649

---

Date

D. Payment(s) to the University of Virginia will be in the form of check and will be sent prior to March 15<sup>th</sup> of each year to:

Shannon Wampler  
Director, Strategic Operations  
Procurement & Supplier Diversity Services  
University of Virginia  
Carruthers Hall  
1001 North Emmet Street  
P.O. Box 400202  
Charlottesville, Virginia 22904

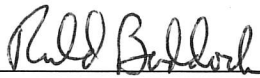
All other terms and conditions of the Agreement dated 10/03/2018 will remain in effect.

**ACCEPTANCE**


**For the Rector and Visitors  
of the University of Virginia**

**For Amtek Company Inc.**

\_\_\_\_\_  
John Mchugh  
Director of Procurement & Supplier  
Diversity Services

  
\_\_\_\_\_  
Ronald Baddock  
President

\_\_\_\_\_  
Date  
PO #1167649

  
\_\_\_\_\_  
Date

**Award Agreement**  
**Vendor Proposal Contracting Form**  
**Generation 3**

This Agreement, effective June 1, 2018, is by and between the Rector and Visitors of the University of Virginia, (the “University”) and Amtek Company, Inc. (“Selected Firm“).

**TERM**

The term of this Agreement will be for one (1) year effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions, for seven (7) additional one (1) year periods until 2026. Unless otherwise determined by the University or Selected Firm, this Agreement will automatically renew without intervention between the University and Selected Firm. The University and Selected Firm reserve the right to negotiate price of goods and services on an annual basis.

**WITNESS**

By its Request for Proposal (RFP) KF042916 for Research and Development Goods and Services dated April 29, 2016 and Open Enrollment Generation 3 Addendum dated January 05, 2018, the University requested proposals from firms to provide Research and Development Goods and Services (the “Goods and Services”). The parties, having negotiated concerning the Goods and Services wish to express in this Agreement the basis on which the Selected Firm will provide the Goods and Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

**1. Contents**

These documents are hereby incorporated into this Sub-Agreement:

- A. Agreement Attachment 1, Mandatory Contractual Provisions;
- B. Agreement Attachment 2, Preferred Contractual Provisions
- C. Agreement Attachment 3, Procedure for Resolution of Contractual Claims;
- D. The RFP dated April 29, 2016;
- E. The Open Enrollment Addendum dated January 05, 2018; and
- F. Selected Firm’s proposal in response to the RFP and any other additional documents submitted by the Firm.

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement and Agreement Attachment 1, prevail over all other Agreement documentation.

## 2. Mandatory Criteria for Award

- A. Selected Firm(s) must provide Representative(s) to be available either on site or remotely to University users.
- B. Selected Firm(s) must provide a discount on goods and/or services to the University.
- C. Selected Firm(s) will offer electronic commerce capabilities. Specifically, either electronic invoicing, electronic eCommerce Catalog, or both.
- D. Selected Firm(s) will provide warranty or guarantee on goods and/or services.

## 3. Proposal Documentation

To be considered a fully completed response to this RFP, all proposals must include:

- A. Proposals should include information outlined in this section. Copies of proposals must be submitted through the Contract Opportunity Portal found on the PSDS webpage online at <http://www.procurement.virginia.edu/pagecontractopp> Firm(s) will be prompted to enter the “code” “**Gen3**” to access the tool for upload. For detailed instructions see [Request for Proposal \(RFP\) #KF042916](#) Attachment 7, Sample Screen Shots for Proposal Upload.
- B. Award Agreement; Vendor Proposal Contracting Form Generation 3 in Microsoft Word format or Adobe Portable Document format (“PDF”) format. (Uploaded as a single document within the online portal. Please note, once a file is selected for upload, the online portal will not allow additional documents to be uploaded in the same section.)
- C. Any additional Proposal Documents that are of necessity. (Uploaded within the online portal as “Additional documentation.”)
- D. Pricing in Microsoft Excel spreadsheet format only. (Uploaded as a single document within the online portal.)

### Please Note:

- a. **Award Agreement, Vendor Proposal Contracting Form Generation 3 will serve as the Master Agreement between the University and Selected Firm. Once completed, further negotiations will be comprised of final terms and pricing of goods and services only.**
- b. **This form may only be completed as a Microsoft fillable form or an Adobe pdf fillable form. Proposals submitted in any other format will NOT be accepted.**

c. Terms that contain a check box must be checked for proposal acceptance.

**I. CONDITIONS OF AWARD**

Please check each box below confirming agreement with the following mandatory conditions of award.

**1. Contractual Provisions**

The firm agrees to the following terms and conditions: Alterations will NOT be accepted to Mandatory or Purchasing Terms and Conditions.

**The University's Mandatory Contractual Provisions:**

<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>

**The University of Virginia Purchasing Terms & Conditions:**

<http://www.procurement.virginia.edu/page/terms>

**The University's Preferred Contractual Provisions:**

<http://www.procurement.virginia.edu/main/publicpostings/rfp/preferredprovisions.pdf>

Acceptance is indicated by completing the check box above.

If a firm has any modifications to any of the Preferred Contractual Provisions you must submit a separate document with your proposal titled "**Firm Name - Contractual Provisions Addendum**" with the proposed contractual provision modifications listed/numbered to correspond with how the provisions are listed in the hyperlinks within this document. This document must be a Word document. The University reserves the right to accept, reject, or modify the proposed modifications. Please be advised that any requested modification to the contractual provisions could delay and/or impact an award to a firm. If the firm does not submit a separate addendum, then the proposal from the firm will automatically be deemed to include University Contractual Provisions.

**Invoicing**

The firm has ability to perform electronic invoicing. "Electronic Invoicing" is defined as a University-approved methodology for automated University receipt and entry of invoices. Among the methodologies currently approved are:

- ⌚ cXML delivery of invoices [for which the University would deliver, and selected firm would accept, cXML delivery of University POs];
- ⌚ Jaggaer's PO to Invoice Flip ("POTIF") methodology;
- ⌚ Use of electronic invoicing as specified by the University,
- ⌚ Any methodology approved by the University in the future; or
- ⌚ Any combination thereof.

Unless otherwise specifically requested in writing by the University's Accounts Payable Department, the firm will not submit non-electronic invoices for any transaction between the University and the firm.

**2. Unless otherwise deemed appropriate by the University, the firm will enroll in one of the University approved methods for receipt of payment.**

(As indicated on University Vendor Registration)

<https://www.procurement.virginia.edu/main/frms/VendorReg.php>

More information regarding pay terms may be found here:

<http://www.procurement.virginia.edu/pagepaymentmethods>

All new registrations will be initially set-up for payment by check. After registration, you will be contacted by the University's banking services provider, Bank of America or its partner Paymode-X, regarding electronic payment options such as ACH or Credit Card.

**Do you wish to be contacted about an electronic method of payment?**

**3. Early Payment Discount**

**Note: Mandatory Pay Terms for UVa Catalog Vendors will be 2% 15/ Net 30, 2% 10/Net 30 or Net 10 ePayables, Net 20 ePayables.**

The University encourages Firms to provide a discount in return for expedited pay terms. Multiple early payment discount terms are available. Please select an early payment discount term below, otherwise pay terms are Net 45.

2% 10 / Net 30

2% 15 / Net 30

Net 20 E-Payables

Net 10 E-Payables

Other

**E-Commerce**

**Applicable when the Selected Firm has Jaggaer Catalog capabilities and has accepted one of the Mandatory pay terms. The University reserves the right to approve or deny catalog vendors.**

A. Electronic Procurement

In addition to the terms found in RFP # KF042916, Attachment 2; Preferred Contractual Provisions, R. Electronic Procurement the following also apply;

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 Firms' website. The University requires the following from its catalog vendors:

- a. Ensure that the Catalog data is maintained, updated and accurate.
- b. Invoice at catalog prices or lower and accept payment of catalog or purchase order price if there is a discrepancy
- c. If necessary will maintain and update accurate Ship to addresses in its system
- d. Support delivery of payments to one site.
- e. Encourage University user to utilize the Marketplace for placing orders
- f. Provide the University with a current email address or fax number for delivery of purchase orders.

The University reserves the right to remove Selected Firms' catalog from its Marketplace, renegotiate discounts and/or fees and payment of fees at any time during the term of this Agreement; provided such removal is due to Selected Firms non-compliance with this Agreement.

Selected Firm will provide Goods and Services through it's Catalog consistent with the discount schedule set forth in the University's Award Agreement with the understanding that the Selected Firm can lower it's pricing (or increase a discount) at any time. Special orders or bulk purchases may be quoted individually. If the Parties mutually agree (or as appropriately added to this Agreement), new Goods or Services may be added at any time during the term of this Agreement.

**Warranty**

The firm is providing a warranty or guarantee on goods and/or services. Please provide detail in box below or provide warranty document as attachment.

**Warranty or Guarantee Information**

Warranty varies depending on the product, refer to pricing sheet for warranty information

**The Firm will provide a certificate of insurance confirming the requirement(s) listed in Original RFP #KF042916 Attachment II, Preferred Terms and Conditions, Section K, Insurance.**

**The firm will not require a prepayment or deposit.**

- The firm will not require the University sign any separate agreements. The University has a signatory authority policy that allows only specified individuals to authorize contracts.**

**Quotes should be used to summarize specific items such as; delivery dates, goods, prices – no terms or conditions should be listed. Selected Firms providing Services must provide a Statement of Work or a clear and detailed price quote for Services.**

- The firm will accept the University issued Purchase Orders (“PO”).**

**4. Shipping and Handling**

The University encourages proposals with discounted or exempt shipping and handling terms.

**Shipping and Handling Terms** (Preferred title of sale ship terms of the University, not selecting this shipment method will eliminate your firm from future Equipment Trust Fund orders).

- FOB Destination

**Shipping/Handling Cost (Select One)**

- Free Shipping or Discounted Ship Terms as described below with alternate shipping method:

Amtek offers FOB destination via our choice of carrier on all products to loading dock. Any special delivery requirements that have an additional fees are the responsibility of the customer

- FOB Destination, Shipping cost processed using VPL and UVa Fedex Account 675571945

- 5. The firm is registered in the Commonwealth of Virginia’s electronic procurement system, eVA (Information on eVA can be found at: <http://www.eva.virginia.gov>).**

<b>eVa Registration Number:</b>	C10605
---------------------------------	--------

- 6. The firm intends to provide pricing for the following category(s):**

- Laboratory Equipment  
 Microscopes Equipment and Services  
 Laboratory Animals  
 Laboratory Chemicals

- Equipment Maintenance and Testing Services
- Life Science Materials and Testing Services
- Medical, Dental and Orthopedic Goods and Services
- Research and Development Goods and Services/ Specialty Goods and Services.

**7. Questions for Consideration**

**A. What is your fiscal year?**

June 1<sup>st</sup> - May 31<sup>st</sup>

**B. Do you have a Sustainability Program?**

No

**C. Would you be interested in a Cooperative Promotion Program with VHEPC? Or are you providing a strategic offering?**

Yes

**D. Do you have a rebate and or rewards program?**

No

**8. Keywords**

Please list any keywords that should be associated with Firm(s) Contract Summary page at the University. The University reserves final discretion of keyword utilization.

21st Century Teaching Technologies  
Design and Fabrication Equipment  
Career and Technical Education / CTE  
Technical Training  
3D CAD Software  
3D Printers  
3D Scanners  
CNC Lathes, Mills & Routers  
Industrial Robots

Injection Molding  
Laser Engravers / Laser Cutters  
Machine Tools  
Plasma Cutters  
Reverse Engineering  
Vacuum Forming  
Automotive Training Technology  
Automation and Robotics  
Cosmetology  
Electric Power / Controls Training  
Engineering Educational Equipment  
HVAC and Refrigeration  
Hydraulics and Pneumatics  
Industrial and Technical Furniture  
Industrial Maintenance  
Process Control & Instrumentation  
Mechatronics  
Oil and Gas  
Programmable Logic Controller (PLC) Training  
Renewable Energy  
Welding  
Civil Engineering  
Electrical Engineering  
Engineering Science  
Fuel Cell Technology Science  
Mechanical Engineering  
Renewable Energy Engineering  
Agricultural Mechanics  
Building Trades, Carpentry and Construction  
Graphic Communication Arts  
Wide Format Printers  
Vinyl Cutters

## 9. Client Reference List

The Selected Firm must provide a business reference.

1 Reference Name University of Virginia	Contact Dwight Dart
Address 122 Engineers Way Charlottesville, VA 22904	Phone #: 434-243-3269
E-mail address dd5yj@virginia.edu	
Description and date(s) of commodities and services provided 2013 - Present 23260000 Rapid prototyping machinery and accessories	

## II. FIRM INFORMATION

Please complete the following information below.

### Vendor and Contact Information

<b>Vendor Legal Name:</b>	Amtek Company, Inc.				
<b>Vendor Website:</b>	www.amtekcompany.com				
<b>TIN/ EIN:</b>	52-1741665				

### Vendor Contact for questions regarding this proposal

Name:	Richard Sykes				
Telephone:	800-926-8359	Fax	410-315-9249	Email	rsykes@amtekcompany.com

### Vendor Contact for Contract Renewals

Name:	Richard Sykes				
Telephone:	800-926-8359	Fax	410-315-9249	Email	rsykes@amtekcompany.com

### Vendor Contact Sales Representative

Name:	Richard Sykes				
Telephone:	800-926-8359	Fax	410-315-9249	Email	rsykes@amtekcompany.com

**Vendor Contact for Invoice Information**

Name:	Diane Jones				
Telephone:	800-926-8359	Fax	410-315-9260	Email	djones@amtekcompany.com

**Vendor Contact for SBSB Reporting**

Name:	Diane Jones				
Address:	1244 Ritchie Highway, Suite 10				
City/State/Zip:	Arnold, MD 21012				
Telephone:	800-926-8359	Fax	410-315-9249	Email	djones@amtekcompany.com

**Executive Vendor Contact**

Name:	Ronald Baddock				
Address:	1244 Ritchie Highway, Suite 10				
City/State/Zip:	Arnold, MD 21012				
Telephone:	800-926-8359	Fax	410-315-9249	Email	rbaddock@amtekcompany.com

Is your firm [SBSB Certified](#)? Yes  No

If yes, which category: Small Business  Minority-Owned  Women-Owned

Additional Information:

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## Acceptance

**Vendor Name** Amtek Company, Inc.

**This document will serve as the Master Agreement between your firm and the University.**

Representative Name:	Ronald Baddock
Title:	President
Date:	4/13/2018
<input checked="" type="checkbox"/> <b>Electronic Signature:</b> By typing the name of the firm's authorized representative/signatory into the field above the firm certifies that it is providing a binding "Electronic Signature" and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein. The Selected Firm will be issued an award letter if the University proceeds with issuance of award.	

3D Platform	3%
Amatrol	5%
Arclight - fully assembled	3%
Atech	2%
BOFA Americas	5%
Boxford CNC	5%
Clausing	2%
Clean Air America	2%
CR Clarke	3%
Creaform	20%
Design Assistance Corp	3%
Desktop Metal	3%
Denford CNC	5%
EMCO	5%
Fanuc industrial robots	10%
Fanuc CNC machines	2%
Fanuc CNC simulators	2%
Fanuc collaborative robots	5%
Fanuc CERT program packages	20%
Forest Scientific	5%
Felder	3%
Formech	3%
Fortus 3D production systems - system hardware only	5%
Geomagic 3D capture hardware and software	5%
GMI furniture	10%
Hon	10%
Iconic CNC	2%
Inventables	2%
Innotek Train	3%
Jet Tools	2%
LJ Create	5%
Lucas Nuelle	3%
Lucas Scientific	2%
Makerbot	2%
Matrix Multimedia	5%
Miller Welding & Digital Welding Technology	2%
Objet 3D Printers	5%
Pensa Labs	3%
PM Technologies	5%
Quanser	10%
Real Games	3%
Roland	5%
Siemens	0% SCE Contract Schedule is already heavily discounted
Simlog	3%
Solidworks	5%

Stratasys 3D printers - excluding Makerbot and Mojo	5%
Systran	25%
Tecquipment	5%
TSI	3%
Ultimaker	5%
Universal Laser Systems	10%
Vectric	3%
VR Sim	3%
All other Amtek product lines	case by case basis

**General Education Discount Schedule - Services**

Standard on-site training - daily rate	10%
System installation services - daily rate	10%
System service contracts excluding 3D printers (for commencement after the included warranty period) – annual rate	10%
System service contract for 3D printers (for commencement after the included warranty period) - annual rate	5%
Design, configuration and consulting services required for equipment and furniture	inc.
Service work performed by a product manufacturer due to specialized requirements such as tools, equipment, or other specific requirement will not be discounted and will be billed at the amount charged by the manufacturer	0%
3D Printer Supplies	0%

**General Warranty Statement**

**The following product lines carry a limited lifetime warranty:**

**GMI (Greene Manufacturing Inc.)**

**The following product lines carry a two year warranty:**

**Denford, Universal Lasers (laser tube)**

**The following product lines carry a three year warranty:**

**Forest Scientific, Tecquipment**

**All other products:**

**One year warranty**

**General Warranty Notes:**

**\* All warranty repairs will be performed on-site if possible. In the event that a warranty repair requires return to a repair de**

**\* All non warranty repairs will be billed at \$95 per hour plus any necessary parts. Should the repair require and on-site visit rates.**

Research package includes 5 year software updates and 2 factory calibrations

Includes a 2 year warranty

Includes a 3 year warranty

Includes a 2 year warranty

Includes 6 month warranty

