Request for Proposal

Technology Solutions

RFP# UVA-00082-JK082023

Issued by:

The Rector and Visitors of the University of Virginia
Procurement and Supplier Diversity Services
Charlottesville, Virginia

A VASCUPP Member Institution

I. SCOPE OF WORK

Request for Proposal Name: Technology Solutions

RFP Number: UVA-00082-JK082023

Issue Date: Thursday, August 31, 2023

A. Description:

The Rector and Visitors of the University of Virginia (the "University"), on behalf of the Virginia Higher Education Procurement Consortium ("the Consortium") (collectively the "University"), which includes all members from the Virginia Association of State College and University Purchasing Professionals ("VASCUPP"), seeks proposals from qualified Original Equipment Manufacturers ("OEMs") to provide technology solutions, including but not limited to desktops, laptops, tablets, peripherals, high-performance computing, and related services ("Goods and Services") to meet the needs of the University.

For ease of reference, each firm responding to this Request for Proposal ("RFP") is referred to as a "Firm," and the Firm(s) selected to provide Goods and Services for the University will be referred to as "Selected Firm(s)." This RFP states the instructions for submitting proposals and the procedure and criteria by which Firm(s) may be selected. The intent of this procurement is to enact one or more contracts that will form the basis for a beneficial and mutually supportive long-term business relationship in partnership with the University, and the University may award the Goods and Services to multiple Firms.

Firms will be required to verify that they are an OEM, and any Firm that cannot provide verification will not be considered for award. OEMs that do not sell goods directly may receive an award, but any such Firm shall clearly specify their relationship with sales partners and/or qualified resellers as directed in the RFP. Upon award, OEMs may authorize resellers to sell under the OEM's applicable contract.

The University reserves the right to re-open the RFP, accept additional proposals, and enter into an agreement with additional Firms if it is deemed to be in the best interest of the University. Any Firm added during the term will be subject to the same conditions contained herein and shall complete all necessary documentation required in this RFP.

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, this may include any and all state, local governments, school districts, public bodies, public or private health or higher education institutions or the University's affiliated foundations (individually, "Participating Entity"; and collectively, "Participating Entities") in the United States, who may access any resulting contract if authorized by the Selected Firm. Such Participating Entities may procure Goods and Services from the Selected Firm(s) without going through another RFP process due to cooperative language contained in this RFP (See ***Agreement Attachment 1, Provision T, "Cooperative Procurement / Use of Agreement by Third Parties"***). The Selected Firm(s) should be willing to accept additions, changes, and deletions to the language of the resulting Agreement as may be required by law of any state or local government that wishes to become a Participating Entity. The University anticipates Selected Firm(s) should realize significant administrative savings by managing a single Master Agreement that establishes common terms and conditions, pricing, and administrative structure. Firms are strongly encouraged to offer additional discounts as the result of increasing aggregated spending among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

B. Organization Background:

1. University of Virginia
   The University of Virginia is distinctive among public institutions of higher education. Founded by Thomas Jefferson in 1819, the University continues in its mission to develop tomorrow's leaders who are well-prepared to help shape the future of the nation and the world. The University is highly selective, accepting only the best students and those who show the exceptional promise Jefferson envisioned. More information, facts, and figures about the University of Virginia are available here.

2. Virginia Higher Education Procurement Consortium
   Founded in 2014, the Consortium leverages collective buying power to create efficiency and value for our member institutions. Guided by strategic sourcing principles and grounded in data analytics, we drive development of cooperative contracts and provide a forum for schools to share learnings and best practices. By design, we aim to facilitate opportunities for small-, minority-, woman-, and veteran-owned businesses in the procurement marketplace.

   Our membership includes 13 of Virginia's senior public higher education institutions, the Virginia Association of State College and University Purchasing Professionals (VASCUPP) Board of Directors, and the Virginia Community College System, which represents 23 schools across the state ("Consortium Members"). While the Consortium and VASCUPP are separate organizations, we have a collaborative relationship that generates procurement advantages for the schools we dually support.

   The Consortium is governed by a leadership council with representation from our doctoral institutions, our four- and two-year institutions, and the community college system.

   A technical advisory committee composed of procurement professionals from member schools serves to target opportunities for cooperative sourcing. And dedicated resources (employed by our host institution, the University of Virginia) work on behalf of our members to provide strategic and analytical direction and contract administration.

   The value we create through our aggregate spend is also value we share with the greater procurement community. Our publicly accessible contracts are available for use by any agency, public or private ("non-Consortium Entities").

Total spend in fiscal year 2023 from Consortium Members was approximately $81M. The University anticipates similar spend in FY24.

C. Objectives

The objectives of this RFP are to:

1. Establish sustainable business relationships with organizations that will bring world-class technology solutions to the University in exchange for fair and transparent pricing through a comprehensive contractual arrangement.
2. Obtain greater volume-based price discounts and contract terms by leveraging the combined purchasing power of VASCUPP and Consortium Members.
3. Reduce cumulative contracting costs and minimize administrative burden, and to ensure regulatory and policy compliance for the Consortium and Consortium Members.
4. Establish comprehensive agreement(s) that may be used by non-Consortium Entities, or other state and/or local government(s)
5. Designate authorized firm(s) to support the University's Cavalier Computers department

D. Scope of Goods and Services

The list below is a suggested list of goods and services that are within the scope of this RFP. Firms are encouraged to include pricing and options for many categories as possible, but do not have to offer all listed items. Prices submitted will be used to establish the extent of a Firm's products and services that are available and to establish pricing per product line, unit and/or component basis. The pricing of all goods and services that are made available for sale and sold to the University will be governed by the awarded Agreement.

1. Goods Offerings

    - Laptops / Notebooks / 2-in-1s
    - Desktop Computers
    - Workstations – Fixed and Mobile
    - Rugged Devices
    - Gaming Devices & Software
    - Chromebooks – Education and Enterprise
    - Servers
    - Server Components & Accessories
    - High Performance Computing
    - AI-ready workstations
    - All-in-one Computers
    - Tablets & Accessories
    - Data Storage / Drives
    - Converged Infrastructure
    - Hyper Converged Infrastructure
    - Cloud Products
    - Software

- Security Solutions
- Data Protection HW / SW
- Networking
- Internet of Things
- Sensors & Edge Devices
- Printers & Accessories
- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Displays / Large Format Displays / Interactive Flat Panels
- Digitizers & Accessories
- Docking Stations & Accessories
- Graphics Cards
- Headsets, Headphones & Earbuds
- Laptop Bags & Carrying Cases
- Laptop Parts & Accessories
- Optical Drives & Accessories
- Temperature Management Devices
- Accessories / Cables
- Battery Back-up / Power / Surge Protectors
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- Commercial-Off-the-Shelf (COTS) Software
- Software-as-a-Service (SaaS)
- Infrastructure-as-a-service (IaaS)
- Platform-as-a-Service (PaaS)
- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses

2. Services Offerings

In general, a Selected Firm will be expected to provide consultative services and assist Participating Entities with determining suitable solutions.

Specific contractual terms associated with support of the University's Cavalier Computers department are defined in ***Agreement Attachment 4: Cavalier Computers Addendum***. Note this Addendum applies only to the University of Virginia, and not to any other Participating Entity.

- Assembly and Delivery
- Deployment & Installation
- Professional Services
- Consulting Services

- Security Services
- Software Installation, Implementation and Related Services
- Business Continuity / Business Resiliency
- Disaster Recovery
- VMware Professional Services
- Microsoft Professional Services
- Application Services – End User
- Application Services – Data Center
- Residency Services
- Staff Augmentation Services
- Managed Services – End User
- Managed Services – Data Center
- Education & Training
- Telecommunications
- Product Configurations
- Product Support
- Warranty & Maintenance
- Asset Lifecycle Management
- Asset Recovery

3. Financial Services Offerings

Note that lease purchase, term leases, and other related agreements will not be reviewed and incorporated into a resulting Award Agreement. For the purposes of this RFP, the University seeks to understand if a Firm provides these offerings.

- PC-as-a-Service / Infrastructure-as-a-Service (IaaS)
- Leasing for Public and Private/Commercial Entities with schedules included for:
    a. Fair Market Value Lease
    b. Purchase Option Lease
    c. Tax Exempt Lease Purchase Lease
    d. Flex Lease Purchase
- Software Schedule
- Deferred Payments (Direct and Indirect Financing)
- Payment Agreements
- Usage Agreements

E. RFP Schedule and Information:

- ***Pre-Proposal Questions***:
  If the Firm has any questions about this RFP before the Proposal Due Date (see below), the questions must be received by **Wednesday, September 20th, 2023, by 4:00 p.m. EDT,** to ensure the University has adequate time to respond. Email your questions to: jum2fh@virginia.edu.

- ***Proposal Due Date***: **Friday, October 6th, 2023, by 4:00 p.m. EDT**.

Firms must submit one original proposal via the University's Public Postings Page. Registering with the University as a supplier is required to submit/upload electronic proposals and view any updates or addenda. The University reserves the right to reject proposals received after the Proposal Due Date and time noted in this RFP. However, the University may, at its complete and sole discretion, accept late proposals if acceptance of a late proposal is determined to be in the best interest of the University.

When submitting your proposal, we are requesting the following separate documents:

(a) Your proposal, with the naming convention "**Firm Name – Proposal**".
(b) Award Agreement in Word format (see Section IV.C.i.). Use the naming convention "**Firm Name – Award Agreement**".
(c) Contractual Provision Addendum in Word format (see Section IV.C.ii). Use the naming convention "**Firm Name - Contractual Provisions Addendum**".
(d) Data Protection Addendum in Word format (see Section IV.C.ii.). Use the naming convention "**Firm Name – Data Protection Addendum**".
(e) Publicly Accessible Contract (PAC) Addendum in Word format (see Section IV.C.ii.). Use the naming convention "**Firm Name – Publicly Accessible Contract (PAC) Addendum**".
(f) Cavalier Computers Addendum in Word format (see Section IV.C.ii.). Use the naming convention "**Firm Name – Cavalier Computers Addendum**".
(g) Sample Statement of Work in Word format (see Section IV.C.ii.). Use the naming convention "**Firm Name – Sample Statement of Work**".

- ***Negotiations/Presentations***:
  Negotiations/Presentations are scheduled to begin in **October 2023**. Firms that progress to this stage should plan to participate in negotiations with the University (virtually, or if preferred by Firm, in person at their own expense).

- ***Expected Award Date***:
  An award is expected to be made to the Selected Firm(s) by **Wednesday, Dec 20th, 2023.**

F. Expected Term:

The initial term of a resulting Agreement will be for five years effective upon execution of the Agreement, with the ability to renew on the same terms and conditions for one additional five-year period if agreed upon in an official amendment by the University and the Selected Firm.

G. Proposal Offer Period:

The Firm agrees that submitting a proposal constitutes an offer that will remain open and irrevocable for 180 days from the Proposal Due Date.

H. 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 exists or when the University rejects all proposals.

I. Communication with the University:

During this procurement, all communication regarding this RFP must be directed to the Procurement & Supplier Diversity Services office and the Buyer listed below.

- Refer all questions/correspondence about the RFP to:

  Joel Kreider
  Interim Assistant Director, Strategic Sourcing
  Phone: (434) 924-8918
  Email: jum2fh@virginia.edu

- Refer all issues directly related to Small, Women-owned, and Minority-owned ("SWaM") businesses and SWaM subcontracting opportunities to:

  Mark Cartwright
  Senior Director, Procurement and Supplier Diversity Services
  Phone: (434) 924-7174
  Email: vfg2sc@virginia.edu

The RFP has been posted on Procurement and Supplier Diversity Services website and can be downloaded at UVA Public Postings. It is the Firm's responsibility to ensure that the latest version of the entire RFP and related links are reviewed before submitting a proposal. Addenda and attachments are posted if issued. We encourage you to check the website frequently for any changes before the Proposal Due Date. Please email pur-rfp@virginia.edu if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on the Procurement and Supplier Diversity Services website.

J. Contract Administrator:

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

K. 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 before 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 (email, CD, etc.) with the trade secrets and/or proprietary information redacted. IF ALL THESE REQUIREMENTS ARE NOT MET, THE FIRM'S ENTIRE PROPOSAL WILL BE AVAILABLE FOR PUBLIC INSPECTION.

Important: *Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the Firm seeks protection from public disclosure must follow the requirements outlined above. A Firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may it request that its pricing/fees be treated as a trade secret or proprietary information or otherwise be deemed confidential.*

II. BASIS OF SELECTION

The University will evaluate proposals, and the selection of a Firm will be on the basis of:

- The Firm's ability to provide the University with the Goods and Services as described in ***Section I. Scope of Work,*** and the quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided (**35%**);

- The Firm's demonstrated performance and history participating in and managing nationwide or regional consortium agreements, including the Firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University (**25%**);

- The Firm's financial proposal including, but not limited to, discounts, service charges and other charges (**30%**);

- The Firm's Small, Woman-owned, and Minority-owned (SWAM) businesses status and/or the Firm's plan for utilization of SWAM businesses (**10%**).

The University is committed to the richness of diversity found not only within our classrooms, labs, and healthcare system, but also in our daily purchasing and business decisions. To this end, the University strives to ensure maximum opportunities exist for all interested businesses. The most competitive businesses have a SWaM plan; it speaks directly to their own SWaM status and/or how they intend to utilize SWaM Firms regarding this procurement as it relates to the University's SWaM spend goals in general (please refer to ***RFP Attachment B, SWaM Letter***). The University's annual SWaM plan spend goal for Firms certified by the Commonwealth of Virginia's Department of Small Business & Supplier Diversity (SBSD) is 37% (Small 20%, Women-owned 4%, Minority-owned 4%, Micro 1%, Service-Disabled Veteran-owned 3%, Employment Service Organization 1%, Economically Disadvantaged Women-owned Small Business 1%, Women-owned Small Business 1%, and Federal Service-Disabled Veteran 1%).

Overall value will be judged based upon the information provided in the Firm's proposal in response to the applicable submission requirements of this RFP. All proposals received will be carefully evaluated by the University. The University then intends to conduct negotiations with Firms. After negotiations have been conducted, if the University chooses to make award(s), the University will select the Firm(s) which, in its opinion, best meets the needs of the University and the Consortium. As such, the University intends to execute mutually satisfactory written Master Agreement(s) that will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence. 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.

IV. CONTENTS OF THE PROPOSAL

Proposals should include the information requested in this section. Emphasis will be on completeness and clarity of content, and proposals must be organized in the order in which the requirements are presented in the RFP. Proposals should be prepared simply and economically, providing a straightforward and concise description of capabilities to satisfy the requirements of the RFP. Firms should provide the following information:

A. Firm Information, Experience, and Expertise:

i. A cover page with the Firm's legal entity name, headquarters address, and the main point of contact for this RFP (including email address and phone number)
ii. A profile of the Firm with a brief history of the organization
iii. Information on those individuals who would be assigned to work with the University
iv. Documentation of the Firm's experience participating and managing nationwide or regional consortium agreements for over 3 years.
v. References from at least 3 comparable higher education, state, or local government entities for whom the Firm has provided similar goods and/or services within the last 3 years.

B. Goods and Services Proposal:

i. Firm should clearly and thoroughly explain the pricing structure(s) for the purchase of all Goods and Services in its proposal. To meet the University's objectives stated above, the pricing structure(s) must be transparent and comprehensive. Any proposed pricing structure, or portion thereof, based on a discount from list price must be the "Minimum Discount from Manufacturer's Suggested Retail Price" for each item, component, or product line included in the proposal. The University expects that the awarded Agreement will hold increases in Manufacturer's Suggested Retail Price ("MSRP") to no more than once per calendar quarter. Any proposed pricing structure, or portion thereof, based on a discount from list price must be the "Net Retail Price" for each item, component, or product line included in the proposal. The "Net Retail Price" can be defined as the final price offered to retail customers, thus discounts for this contract should be offered off of the price that retail customers can receive. Proposed pricing for all Goods and Services must be submitted as a Microsoft Excel document and must include the current applicable MSRP. All proposed products, services, warranties, etc. should be included in the Excel document. A Firm may offer higher discounts or lower hourly rates at the time of quote creation during the life of the Agreement but cannot offer lower discounts or higher hourly rates than what was submitted for this solicitation. The corresponding attachment will be included in any resulting Award Agreement as **Agreement Attachment 6: Goods & Services / Pricing – Fees – Discounts**.

a. A volume tier discount structure should be included for larger orders, based upon each of product line, unit, and component
b. Describe any additional rebate, discount, refund, customer loyalty, or other incentive programs that may apply to the University.
    i. As an example, Firms are encouraged to provide tiered volume discount rates based on total annual spend across the Commonwealth which includes all Higher Education, Executive Agency, and Other Public Body contracts:

Total Annual Spend Range ($)	**Discount Rate (%)**
$0 - $4,999,999	Rate
$5,000,000 - $9,999,999	Rate
$10,000,000 - $14,999,999	Rate
$15,000,000 - $19,999,999	Rate
$20,000,000 - $24,999,999	Rate
$25,000,000+	Rate

ii. Operating System, Software License and Installation: Indicate whether the operating system will be shipped preinstalled. Will the University have the option to buy hardware without the operating system? Indicate which operating system and versions are available. Indicate the types of licenses available, pricing and discounts off list price of each.
    a. Software: Middleware, Application, System Management, Utilities: Describe the discounts off list price and provide the name of the list price from which the discount should be taken, such as "U.S. Education List Price" or MSRP.

iii. All deliveries are to be FOB Destination, freight, shipping, and transportation costs fully prepaid by the Firm. Please provide what is the standard expected delivery after receipt of order and the maximum/minimum turn around times. Indicate how emergency purchases are handled.

iv. Maintenance: Indicate the hardware and software maintenance services available by product category and the provider of such services. Indicate the levels of service available and response times, pricing and discounts. Indicate whether the Selected Firm is willing to provide a local service provider.

v. Technical Support, Installation Assistance and Training: Indicate the types of technical support and methods available (email, phone, web-based support, etc.), and whether such support services are automated, self-service, supported by customer service agents, etc. Indicate the type of support that is included as part of the purchase and what other options are available. Indicate whether the Firm would be willing to assign points of contacts for support. Indicate what training is available for support after the purchase.

vi. Indicate whether the Firm is willing 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 a Selected Firm's website.

vii. Indicate the warranty terms by product category. Indicate, what, if any, extended warranties are offered. Indicate any warranty options that may be available,the provider of such services, pricing and available discounts.

viii. Indicate whether the Firm is willing to provide goods and/or services in support of the University's Cavalier Computers department, as defined in ***Agreement Attachment 4: Cavalier Computers Addendum.***

C. Contractual Arrangements:

i. Complete the document contained in ***RFP Attachment A, Award Agreement, by*** filling in the signature block area, signing it, and returning the entire attachment as a separate document with your proposal (name the document "**Firm Name – Award Agreement**").

If a Firm is selected for an award as a result of this RFP, this document will be countersigned by the University and returned to the Selected Firm,. Note that signing and returning this document does not guarantee a Firm will be selected for an award.

ii. The fully executed agreement will also include ***Agreement Attachment 1: Contractual Provisions; Agreement Attachment 2: Data Protection Addendum; Agreement Attachment 3: Publicly Accessible Contract (PAC) Addendum;*** and ***Agreement Attachment 4: Cavalier Computers Addendum.*** Agreement Attachment 4: Cavalier Computers Addendum will apply only if the Selected Firm will provide the relevant Goods and Services for Cavalier Computers.

NOTE: This solicitation and any subsequent award are subject to the University's Contractual Provisions contained within the Agreement Attachments***.*** If a Firm has any modifications to any of the Agreement Attachments, it must submit a separate document with its proposal titled "**Firm Name – Document Name**" with the proposed modifications listed/numbered to correspond with how they are listed in this RFP. This document must be a Word document utilizing 'Track Changes' in the 'Review' tab to maximize efficiency. The University reserves the right to accept, reject, or edit the proposed modifications. Please be advised that any requested modification to the Agreement Attachments 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/accept the University's Contractual Provisions.

iii. Provide a statement that the Firm (a) agrees to use the ***Sample Statement of Work (SOW)*** template shown in ***Agreement Attachment 5*** or something very similar when services are requested by the University, and (b) agrees that a signature will not be required by the University on the SOW. The purpose of this is to preclude having new terms and conditions introduced in a SOW that go against the terms and conditions contained in a Selected Firm's Award Agreement. Return a proposed template that will be used on all orders as a separate document (name the document "**Firm Name – Sample Statement of Work**").

iv. State the Firm's agreement to receive payments electronically via the University's supplier registration system. For more information about these payment terms, reference ***Agreement Attachment 1: Contractual Provisions,*** or this website: https://suppliers.uvafinance.virginia.edu/registering-uva.

v. State the Firm's agreement to register with eVA and accept eVA terms and conditions prior to award (https://eva.virginia.gov/). For more information, reference this website: https://uvafinance.virginia.edu/resources/eva-information-suppliers.

vi. State the Firm's agreement to comply with the University's Information Compliance and Security Team and complete a Vendor Risk Assessment as needed.

D. 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 Firms in its procurement programs. See ***RFP Attachment B: SWaM Letter***.

Specify whether the Firm is a SWaM. Firms can only be considered Small, Women-owned or Minority-owned Business Enterprises if certified by SBSD. All certified SWaM Firms will be assigned a specific identification number. No SWaM Firm is required to certify under this program and no SWaM Firm will be excluded from doing business with the Commonwealth because of its failure to certify as a SWaM Firm.

E. Specify any assumptions you are making in this proposal and provide any other information which the University should consider in evaluating the Firm's proposal.

V. TERMS AND CONDITIONS

This solicitation and any subsequent agreement are subject to:

- The Selected Firm's agreement to register as a vendor and receive payments via PaymentWorks, the University of Virginia's current supplier registration system (https://suppliers.uvafinance.virginia.edu/registering-uva);

- The Selected Firm's agreement to register with eVA and accept eVA terms and conditions prior to award (https://eva.virginia.gov/);

- The University's ***Contractual Provisions***, see ***Agreement Attachment 1***;

- The University's ***Data Protection Addendum***, see ***Agreement Attachment 2***;

- The University's ***Publicly Accessible Contract (PAC) Addendum***, see ***Agreement Attachment 3***; and

- The University's ***Cavalier Computers Addendum***, see ***Agreement Attachment 4***. Agreement Attachment 4: Cavalier Computers Addendum will apply only if the Selected Firm will provide the relevant Goods and Services for Cavalier Computers.

VI. ATTACHMENTS

The below attachments follow:

- RFP ATTACHMENT A: ***Award Agreement***
  - Agreement Attachment 1: ***Contractual Provisions***
  - Agreement Attachment 2: ***Data Protection Addendum***
  - Agreement Attachment 3: ***Publicly Accessible Contract (PAC) Addendum***
  - Agreement Attachment 4: ***Cavalier Computers Addendum***
  - Agreement Attachment 5: ***Sample Statement of Work***
- RFP ATTACHMENT B: ***SWaM Letter***

NOTE: Attachments herein should be utilized when adding attachments in the Sourcing Event. See specific instructions in this RFP for how to complete and name the Firm's proposal files.

RFP ATTACHMENT A
AWARD AGREEMENT

This Agreement (#UVA-AGR-_____), 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 until ________________ with the ability to renew for up to one additional five-year period (if agreed upon in an official Amendment by the University and the Selected Firm), unless terminated earlier in accordance with Contractual Provision P in Agreement Attachment 1.

WITNESS

By its Request for Proposal (RFP) # UVA-00082-JK082023, issued August 1, 2023, the University requested proposals from Firms to provide Technology Solutions ("Goods and Services") for the University and the Consortium. In response to the RFP, the Selected Firm submitted a written proposal. The University and Selected Firm wish to express in this Agreement the basis on which Selected Firm will provide the Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. <u>Contents</u>:

These documents are hereby incorporated into this Agreement either as an attachment or by reference:

A. Agreement Attachment 1, Contractual Provisions;
B. Agreement Attachment 2, Data Protection Addendum;
C. Agreement Attachment 3, Publicly Accessible Contract (PAC) Addendum;
D. Agreement Attachment 4, Cavalier Computers Addendum;
E. Agreement Attachment 5, Sample Statement of Work ("SOW");
F. Agreement Attachment 6: Goods & Services / Pricing – Fees - Discounts;
G. The RFP# UVA-00082-JK082023 (by reference);
H. 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 will prevail over all other Agreement documentation.

II. Specific Provisions:

A. Goods and Services:

Selected Firm will provide 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, with the understanding that Selected Firm can lower its pricing (or increase a discount) at any time. Selected Firm shall maintain a price list ("Retail Price List") that is a complete list of Goods and Services with the corresponding Retail Prices for those Goods and Services made available for purchase by Participating Entities under this Agreement. At minimum, the Retail Price List shall contain an item number, item description and the retail price for each Product. The Retail Price List is set forth online at [link to Selected Firm's appropriate landing page]. Selected Firm shall hold increases in Manufacturer's Suggested Retail Price ("MSRP") to no more than once per calendar quarter.

B. Fees:

As requested by the University, Selected Firm will provide quotes/pricing to the university. This fee structure will be reflected in ***Agreement Attachment 6, Goods & Services / Pricing – Fees – Discounts.***

C. Ordering Procedures:

Goods and Services will be ordered in the manner described in this section. The University makes no guarantee as to the volume of business that may be provided under this Agreement.

A proposal for Services must be specifically requested from Selected Firm by a University department. When such Services are specifically requested, Selected Firm will prepare a proposed Statement of Work (SOW). The proposed SOW will be in the form described in ***Agreement Attachment 5, Sample Statement of Work***, and will reference this Agreement. The pricing of any item contained in a SOW may not be higher than the contract pricing contained in this Agreement. Additional Contractual Provisions may *not* be introduced in the proposed SOW, and the SOW may not be marked as proprietary or confidential. SOWs will be used solely to describe the personnel, services, deliverables, and applicable fees, and will be mutually agreed upon by the University and Selected Firm. The University will not be required to sign or otherwise execute the SOW.

If the University desires to have Selected Firm provide the Goods and Services, the University will issue a Purchase Order. When the University Purchase Order is issued, a contract exists between Selected Firm and the University for (a) the specific Goods; and (b) the Services described in the applicable statement of work. The University does not make a financial commitment without a formal written Purchase Order. The specified fee amount cannot be exceeded by the Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Selected Firm to provide the Goods and Services prior to receipt of a formal written Purchase Order or incur costs in excess of authorized Purchase Order fee amounts.

D. Invoicing:

Selected Firm is not allowed to request a prepayment/down payment. Selected Firm may, however, request payment be tied to project milestones associated with a SOW. Selected Firm will submit one original invoice referencing the correct Purchase Order number on the invoice to the appropriate University's Accounts Payable Division.

- Electronic invoice Submission:
  If Selected Firm will provide a catalog in the University's Electronic Marketplace as described in ***Agreement Attachment 1, Contract Provisions, Section OO***, then for all Marketplace catalog purchases, orders and invoices will be delivered electronically via cXML. The parameters for cXML invoicing will be in the University's sole discretion (in conjunction with the University's chosen Marketplace provider), and Selected Firm will use commercially reasonable efforts to comply will all applicable parameters surrounding invoice submission

- Non-Electronic Invoice Submission:
  For any non-electronic invoice submission, Selected Firm will submit one original invoice, referencing the correct, valid University Purchase Order number, to the address of the University's Accounts Payable Department provided in the Purchase Order or to vendor-invoices@virginia.edu.

For all catalog and non-catalog orders, Selected Firm agrees to invoice at pricing no greater than the contract pricing in place at the time of the creation of the Purchase Order. If a Selected Firm experiences issues with the aforementioned submission methods, please notify the ordering department for further assistance.

E. Contract Administration:

The Selected Firm will not make any commitments/comments or take actions on behalf of the University without the explicit direction of the relevant Administrator. The University reserves the right to change its Contract Administrator(s) upon notice to Selected Firm.

- Primary Administration: Individual University departments and Consortium Members are the point of contact for day-to-day operations under this

Agreement. Individual University departments or VHEPC cannot approve amendments to this Agreement or price changes.

- Secondary Administration: Selected Firm will channel all Contract Administration questions not pertaining to a specific service or departmental / Consortium members request through the VHEPC and University's Procurement & Supplier Diversity Services department, and specifically the individuals named below:

a. VHEPC
Anu Mathew
Contract Administrator, VHEPC
Carruthers Hall, 1001 N. Emmet Street
Charlottesville, Virginia 22904-4202
Phone: 434-243-8284
Email: amathew@virginia.edu

b. University of Virginia

Joel Kreider
Interim Assistant Director, Strategic Sourcing
Procurement & Supplier Diversity Services
University of Virginia
Carruthers Hall, 1001 N. Emmet Street
Charlottesville, Virginia 22904-4202
Phone: 434-924-8918
Email: jum2fh@virginia.edu

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ACCEPTANCE

For the Rector and Visitors of the University of Virginia	**For Selected Firm**
________________________	________________________
Name:	Name:
Title:	Title:
Date:	Date:

Agreement #: ____________________

AGREEMENT ATTACHMENT 1
Contractual Provisions

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

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

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

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

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

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

E. Information Technology Access

All electronic and information technology procured through this agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at 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 this Agreement:

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

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

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

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

F. Unauthorized Alien Use

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

G. Additional Federal Grant Provisions

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

H. Assignment

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

I. Amendments

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

J. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt, or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non- business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

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

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

K. University Registration

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

L. eVA Registration / Transaction Fee

The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a gateway for Firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all Firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

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

M. Waiver

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

N. Indemnification

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

O. Termination

If Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within 15 calendar days or a time agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to Selected Firm.

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

Upon the expiration or termination of the Agreement, the following provisions will survive: warranties; intellectual property, copyright, patents, and data rights; indemnity and liability; use of University names and trademarks; liability for University-furnished property; terms applicable to the furnishing of goods; audit requirements; prohibition on unauthorized use of institutional information; and governing law and venue.

P. Non-Appropriation

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

Q. Contract Compliance Audits

The University shall be entitled to perform an audit or audits of the Selected Firm's books and records in order to determine and document the Selected Firm's compliance with the contractual terms of the Agreement. The rules for any audit are as follows:

1. Scope of Audits: All aspects of the Agreement and all transactions between the University and Selected Firm that occurred pursuant to the Agreement are subject to audit. In no case shall any one aspect be audited more than one during a specific time period; and in no case shall any one transaction be audited more than once. Transactions include, but are not limited to, orders; deliveries; invoice amounts; payments; paid and unpaid earned rebates; paid and unpaid earned incentives; and price consistency among campuses.

2. Audit Period(s): The University reserves the right to initiate an audit at any time during the term of the Agreement, including any extensions or renewals, and for a period of three (3) years after final payment has been made by the University under the Agreement. The University may select any time period for audit during the term of the Agreement, including any extensions or renewals, and at its sole discretion (the "Audit Period"). Multiple Audit Periods may occur under the Agreement.

3. Frequency of Audits: In no event shall more than one (1) audit be initiated in any calendar year during the term of the Agreement, including any extensions or renewals.

4. Notification of Audit: The University shall provide Selected Firm with reasonable advance notice of any audit, in writing, within thirty (30) days of initiating an audit.

5. Location of Audit: The location of an audit may be either at the Auditor's location or the Selected Firm's location. The location of an audit shall be the Auditor's location to the extent that all necessary data and documentation necessary to conduct the audit can be transmitted electronically or by mail to the Auditor. Should an audit be conducted at the Selected Firm's location, all books, records, and documents will be open for inspection, examination, and audit by the Auditor at all times during Selected Firm's normal hours of operation and Selected Firm shall have an employee on site capable of locating and gaining access to all documents during those hours.

6. The Auditor: Audits may be conducted by the University or the authorized representative of the University who shall be selected and appointed at the sole discretion of the University. The University understands that the Selected Firm may require a commercially reasonable Confidentiality Agreement between a third-party auditor and the Selected Firm and, if a third-party auditor refuses to enter into such Confidentiality Agreement with the Selected Firm, the University shall select a different third-party auditor.

7. Requests for Information: The Auditor may request, and the Selected Firm shall provide within thirty (30) days of the request, all data and documentation necessary to complete the audit. The Auditor shall determine the data and documentation needed to conduct an audit.

8. Records to be Maintained: Selected Firm will at all times keep complete and accurate books, records and documents sufficient to determine Selected Firm's compliance with

the Agreement and all applicable statutes, regulations, orders, ordinances and security programs. Records include a copy of any third-party or outside documents on which any part of the Agreement depends or refers to including, but not limited to, catalogs; manufacturer's list prices; indices; and comparative metrics.

9. Cost of an Audit: The cost of performing any audit shall be borne solely by the University.

10. Results of an Audit: The results of an audit may or may not be shared with the Selected Firm. Should the Auditor share the results of an audit with the Selected Firm and requests a response to the audit findings from the Selected Firm, the Selected Firm shall be given a reasonable amount of time to provide a complete and accurate response to the Auditor. If overcharges are a part of the Auditor's findings, the Selected Firm has thirty (30) days from the date of notification to respond to such overcharges to the satisfaction of the University. Any overcharge not resolved within the sixty (60) days from the date of notification shall be deemed resolved in the University's favor.

11. Resolution of an Audit: In the event there is a financial settlement to any audit, including any deemed resolution of overcharges describe above, the Selected Firm shall provide the settlement amount to the University, in the manner directed by the University, within thirty (30) days from the date of agreed or deemed settlement. The Selected Firm shall not require the execution of a settlement agreement to bring resolution to any audit.

R. Contractual Claims Procedure

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the 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:

1. Selected Firm must provide the written claim 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

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

3. 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 Selected Firm. If such discussion is to be

held, the Assistant Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and Selected Firm mutually agree.

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

5. Selected Firm 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

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

6. 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 Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and Selected Firm mutually agree.

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

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

S. <u>Cooperative Procurement / Use of Agreement by Third Parties</u>
It is the intent of this Agreement to allow for cooperative procurement. Accordingly, public bodies, public or private health or educational institutions, other public or private organizations or entities, including public-private partnerships, charitable organizations, health care provider alliances or purchasing organizations or entities, or with public agencies or institutions or group purchasing organizations of the several states, territories of the United States, or the District of Columbia may access this Agreement if authorized by Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Selected Firm will provide quarterly usage reports for all entities accessing this Agreement. Participating Entities will place its own orders directly with Selected Firm and will fully and independently administer its use of this Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other Participating Entity as a result of any authorization by Selected Firm to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of this Agreement no matter the circumstances.

Use of this Agreement does not preclude any Participating Entity from using other agreements or competitive processes as the need may be.

T. The University's Authorized Representatives

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

U. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf

V. Small, Women-owned and Minority-owned (SWaM) Business Reporting

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

Shannon Wampler
Procurement Data Optimization Project Lead
Phone: (434) 924-3173
Email: saw2w@virginia.edu

The quarterly SWaM business reports will contain this information:

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

Selected Firm's failure to provide SWaM reports on a quarterly basis which contain the information required by this section and/or Selected Firm's failure to comply with the plan for utilizing SWaM businesses submitted by Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

W. Goods and/or Services

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

X. Future Goods and/or Services

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

Y. Favored Customer

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

Z. Ordering Procedures

The University does not place verbal orders for the Goods and/or Services. The University may only place orders for the Goods and/or Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Goods and/or Services. Accordingly, at the University's request, Selected Firm will issue a proposal/quotation listing the Goods and/or Services desired by the University and the corresponding fees and/or fee estimates. Corresponding fees and/or fee estimates shall not exceed the contract pricing in this Agreement. 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 Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Selected Firm to provide the Goods and/or Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Selected Firm provides Goods and/or 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.

AA. Marketing

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

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

CC. 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 Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement 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. Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. Brand Standards
Selected Firm warrants that any Creative Work produced for the University (1) will comply with the University's brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. Selected Firm agrees that the University, in its sole discretion, will determine Selected Firm's compliance with this Provision. Creative Work includes, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University. For additional guidance, Selected Firm should consult the UVA Brand Guidelines at http://brand.virginia.edu/ (requires registration) or contact University Communications (brandguidelines@virginia.edu).

EE. International Traffic in Arms Regulations (ITAR)
If Selected Firm is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR), it must notify (by sending an email to export-controls@virginia.edu), and receive prior written authorization from, the University's Office of Export Controls before delivery. The notification provided by the supplier shall include the name of the University of Virginia point of contact, identify each ITAR-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Selected Firm agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it

shall reimburse the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

FF. License Requirements

Certain statutes and regulatory agencies require that some Firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. It is Selected Firm's responsibility to comply with the rules and regulations issued by the appropriate regulatory agencies, and possess and maintain the appropriate licenses if applicable for the Goods and Services to be provided under this Agreement. A copy of any such applicable license and/or permit must be furnished upon request to the University or VASCUPP member institution. For example, if Selected Firm will be providing removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the Firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement.

GG. Force Majeure

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

HH. Promotional Activity

During the Term of the Agreement, Selected Firm may reference the University as a customer in sales and marketing materials and public statements (Promotional Materials), provided such Promotional Materials do not include opinions explicitly or implicitly attributed to the University about the quality of the goods and/or services provided to the University. In no event shall Selected Firm request that the University or any University employee endorse Selected Firm or Selected Firm's goods and/or services. Promotional Materials may include the name "University of Virginia" and UVA's approved institutional logo solely to identify accurately the University as an entity to whom Selected Firm provides goods and/or services. Furthermore, the University grants Selected Firm a limited, nonexclusive license to display the University's Marks solely as they are made available to Selected Firm in connection with Selected Firm's goods and/or services.

II. Governing Law

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

JJ. Entire Agreement

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

KK. Agreement Signature

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

LL. Insurance

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

{ X } **Commercial General Liability (CGL)**: providing CGL coverage on an "occurrence" basis, including for (X) bodily injury liability including: death, assault or battery, (X) property damage liability for damage to property of third parties, (X) personal injury liability, (X) advertising injury liability, (X) contractual liability, (X) products / completed operations liability and (X) full liquor liability arising out of the service of liquor (e.g., dram shop liability), with limits no less than Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) aggregate.
{ X } **Automobile Liability:** providing coverage on all vehicles (i.e., owned, non-owned, and hired) operated with combined minimum limits of liability of at least One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage.
{ X } **Workers' Compensation:** providing coverage of at least the statutory amounts covering all employees, and employer's liability insurance with minimum limits of One Million Dollars ($1,000,000) for each coverage part.
{ } **Garagekeeper's Legal Liability Insurance:** providing coverage on vehicles parked or operated in or around the parking facilities with limits of liability of at least One Million Dollars ($1,000,000). Such coverage will be on a primary basis with comprehensive and collision deductibles not to exceed One Thousand Dollars ($1,000) per vehicle or Five Thousand Dollars ($5,000) per occurrence.
{ } **Excess Liability ("umbrella") Insurance:** providing coverage with a limit of at least ( ) Million Dollars ($X,000,000) per occurrence. Umbrella insurance will be in excess to all types of liability insurance required above.
{ } **Employment Practices Insurance:** providing coverage against claims made by any employee, former employee, or potential employee or third party who alleges discrimination (e.g., age, sex, race, or disability), wrongful termination of employment, harassment or any other employment practices-related injuries with limits of liability of at least One Million Dollars ($1,000,000).

{ } **Fidelity Insurance/Bond Insurance:** providing coverage against infidelity by individual employees, including dishonesty, embezzlement of funds or other disappearances of cash with limits of liability of at least One Million Dollars ($1,000,000). Such insurance will include coverage for theft of property of third parties in the care, custody and/or control of the Firm, or their Affiliates with limits of liability of at least One Million Dollars ($1,000,000).
{ X } **Cyber Insurance:** providing coverage against information security and privacy breaches (including social engineering coverage, legal and forensic services, credit monitoring programs, website media content liability, crisis management and public relations and violations of Payment Card Industry compliance with combined limits of liability of at least { 1 or 3 } ___ Million Dollars ($X,000,000)
{ } **Contractors Environmental Impairment Liability:** providing coverage for Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors with minimum Limits of Liability for bodily injury, property damage, cleanup costs, and defense costs of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000).
{ } **Builders Risk:** providing coverage in an amount equal to total project cost with additional coverage for Explosion, Collapse, Underground property damage.
{ } Professional Liability Insurance: providing coverage against claims made for professional liability, errors and omissions with a minimum limit of Two Million Dollars ($2,000,000) per claim and Four Million Dollars ($4,000,000) aggregate and remain in effect for at least Five (5) years from date of contract termination.

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

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

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

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to UVA.

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

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

Claims Made Policies
If any of the required policies provide claims-made coverage:
1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Firm must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

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

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

MM. Payment Terms
The University's standard payment term is Net 45, and all payments will be made by check unless the firm prefers an early payment cash discount option:

- ACH (Electronic Payment) – 1.5% / Net 15

The University will compute the payment date from the date of delivery of goods at destination, after final inspection and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

NOTE: Each Consortium Member or Participating Entity may establish their own payment terms with the Selected Firms.

NN. UVA Marketplace / Electronic Procurement
If requested by the University, 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 Selected Firm's website. The University requires the following from its catalog suppliers.

Hosted Catalog Firms will:

- Periodically update items, descriptions and pricing. Not to exceed four times per year.
- Use Jaggaer 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.

Selected Firm will:

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

- Support a manual process for change orders.
- Encourage University user to utilize the UVa Marketplace for placing orders.

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

NOTE: Several Consortium Members maintain/use an on-line ordering system operated by an e-commerce supplier (e.g., Jaggaer, eVA, Ariba). If requested by the Consortium Member, Selected Firm will establish catalogs in one/all of these systems.

Selected Firm agrees to maintain consistent pricing across the University's Marketplace, and the relevant on-line ordering systems of all Consortium Members.

OO. Energy Star Products

To the maximum extent practicable in providing the Goods and Services under the Agreement, Selected Firm shall provide products that earn the Energy Star rating and meet the Energy Star specifications for energy efficiency.

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

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

QQ. Customer Support

Selected Firm shall provide a single point of contact plus a backup for each Consortium Member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm local time).

RR. Partners/Resellers

Goods and Services available on this Agreement can be procured through Authorized and Approved Partners/Resellers. Only Partners/Resellers approved by the Selected Firm can be used. A list of these Partners/Resellers can be found at: [link to Selected Firm's relevant landing page].

Partners/Resellers may also include complimentary solutions and services with the written approval of all parties (e.g. Selected Firm, University, VHEPC, third parties). These goods and or services will be acquired under the Partner/Reseller's terms and conditions and are not subject to the terms and conditions of this agreement.

SS. Order Fulfillment

Selected Firm's Order Accuracy rate shall be maintained at 98% or greater. Order Accuracy rate is defined as "the number of items delivered as ordered divided by the total number of items delivered per calendar quarter." Order Fill rate shall be maintained at 95% or greater, evaluated quarterly. Order Fill rate is defined as "the number of items on an order filled completely as ordered divided by the total number of lines on an order." Selected Firm, within two (2) business days after receiving a purchase order, shall notify the University or relevant Consortium Member of any potential delivery delays. The following information regarding backorder(s) shall be provided:

- PO Number, if applicable
- Item ID
- Item Name & Description
- Reason for shortage as made available to Selected Firm
- Plan of action (when delivery may be expected or suggested replacement)

TT. Substitutions

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the Member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the University or relevant Consortium Member.

UU. Minimum Orders

No minimum order charges or conditions shall apply for any purchases made under this Agreement.

VV. Supplemental Charges

Selected Firm shall be required to state all supplemental charges that may be assessed in addition to the pricing for the goods and/or services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the Member. If Selected Firm offers multiple pricing options (i.e.: drop ship, inside delivery, delivered and installed) they must be specified within a quote and explicitly accepted by the University or Consortium Member prior to order.

WW. Delivery

Deliveries to Consortium Members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed. Normal delivery of orders must be accomplished at established times as set by the Member. Order Fill rate shall be maintained at 95% or greater as defined in Section D, above. Selected Firm(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation. Title and risk of loss shall pass to the Member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given Member until receipt of the goods at the point of delivery. All orders are to be shipped FOB Destination, freight, shipping, and transportation charges fully prepaid by the Selected Firm, unless special shipping instructions are requested. Orders may be placed that require special handling, which incur an additional charge. Examples of special delivery are "Inside Deliver", "Excessive Weight", or "Overnight Delivery". The cost for these orders will be provided by Selected Firm with the quote. Selected Firm will prepay these charges and include as a separate line item on the invoice. Selection of a carrier for shipment will be Selected Firm's option unless otherwise specified by the Member. If special delivery or handling charges are applicable they shall be pre-approved by the Member. Selected Firm shall maintain records evidencing the delivery of goods and upon request by the Member provide such proof of delivery.

XX. Packaging and Labeling

Shipments are to have packing and packaging which is environmentally sensitive and state of the art. Stuffing (e.g. "popcorn", etc.) is to be biodegradable. INSTAPAK will not be used. Wrapping, boxing and crating are to be minimized. Selected Firm will make best efforts to ensure that recycled cardboard is to be used in place of new cardboard. Large shipments (skids, etc.) are to be shrink-wrapped. Pallets will be standard wood four-way. Selected Firm must work with OEMs, distributors and authorized resellers so that direct ship and pass through shipments are packaged with the same considerations.

Selected Firm is expected to look for cutting edge packaging innovations for delivery options, such as exchangeable packs, bags, or other similar containers that would eliminate as much traditional packaging materials as possible.

Each packaged order shall have a packing label affixed indicating the order number, order date, ship to name & address, delivery zone (if requested), and any additional information requested by the ordering Member. In addition, each order shall have a packing list.

YY. Tracking Lost and Damaged Shipments

In the event that a third-party carrier or shipper contracted by the Selected Firm fails to deliver or delivers products incorrectly, upon receipt of notification from the Consortium Member, Selected Firm shall take immediate corrective action to make the correct delivery at no cost to Consortium Member. Should any action on the part of Selected Firm or a subcontractor cause visible damage to the facilities during transport, Selected Firm is required to immediately contact Member and forward a confirming damage report detailing the damages. Selected Firm shall be able to track all shipments and provide order status to Consortium Member.

ZZ. Evaluation Units

If requested, Selected Firm shall make available evaluation units of products, subject to manufacturer's evaluation program terms. It is preferred that units for evaluation be provided free of charge and that the quantity of any evaluation unit requested will be reasonable but sufficient to undertake an appropriate evaluation. Selected Firm shall provide Consortium Member with return instructions as appropriate.

AAA. Business Review Meetings

In order to maintain a partnership between the University and Selected Firm, the University may require business review meetings. These meetings shall be held on a quarterly basis, if not more frequently. The business review meeting shall include, but not be limited to, the following:

- Review of Selected Firm performance
- Review of minimum required reports (as described in the following section)
- Review of new technologies, industry trends

BBB. Reporting Requirements

1. Selected Firm will provide recommendations for cost reductions and process efficiencies regarding product offering, ordering, delivery, etc. throughout the Agreement term.
2. Selected Firm will provide a semi-annual report of all standard configurations by school
3. Selected Firm will provide purchasing data on all transactions (catalog and non-catalog) for the University. This data shall be submitted for each calendar quarter within 30 days after the end of each calendar quarter, and include the following:
   a. University Name
   b. University Name Shipping
   c. Selected Firm Customer Number
   d. PO Number
   e. Selected Firm Order Number
   f. Master Invoice Number
   g. Invoice Number
   h. Group Description
   i. Product Description
   j. Brand Description
   k. Computer System Identification Number
   l. Manufacturer's Suggested Retail Price
   m. Item Number
   n. Item Long Name
   o. System Qty
   p. Order Qty
   q. Total Revenue Retail
   r. Total Revenue Discount
   s. Order Status Description
   t. Order Date
   u. Ship By Date
   v. Shipped Date
   w. Invoice Date

4. All reports submitted by Selected Firm to the University (a) must be complete and accurate; and (b) must provide footnotes containing important context and information necessary for the University to fully understand the reports. General disclaimers on the completeness and accuracy of reports or the underlying data are not acceptable by the University. Should the University request a report and the Selected Firm is unable to provide a complete and accurate report for reasons beyond its control, the Selected Firm shall provide a report with an adjusted scope along with footnotes describing the limitations of the adjusted report. When data received by the Selected Firm, by report or otherwise, conflicts with data already submitted by a Selected Firm (e.g., reported list price is different from revised list price), both parties shall agree that the deemed correct data is the data that benefits the University the most.

CCC. Self Audit

Selected Firm may be required to conduct at a minimum a quarterly self-audit. The audit will sample a minimum of one tenth of one percent (.001) of sales volume during a quarter with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. The sample will be the result of a random selection of line-item sales transactions from invoices and must include documentation of pricing. Summary findings must be reported to the Contract Administrator(s) with actions to correct documented findings.

DDD. Consortium Membership Addendum

Each Consortium Member may negotiate their own Addendum with Selected Firm to meet specific Member requirements. Any such Addendum will incorporate this Agreement by reference but will be maintained and administered solely between the Consortium Member and Selected Firm. Additionally, each Consortium Member may negotiate their own payment terms and method with Selected Firm to meet their requirements.

EEE. SWaMfest Sponsorship

Selected Firm will support the University's SWaM goals by supporting the SWAMfest conference. That support will be in the form of purchasing annually during the term of this agreement a Power Player SWAMfest Sponsorship. The annual Power Player SWaMfest Sponsorship fee is $10,000, in return for which Selected Firm will receive a package currently valued at $10,000 that includes: prime exhibit space, conference admission for six, recognition on SWaMfest marketing and event materials, and additional benefits. Information on SWaMfest is available at this website: https://swamfestva.org/

AGREEMENT ATTACHMENT 2
DATA PROTECTION ADDENDUM

This Data Protection Addendum ("Addendum") is entered into as of _______________, by and between _______________________________ ("Selected Firm") and The Rector and Visitors of the University of Virginia ("UVA" or "University") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties have entered into one or more agreements or arrangements (collectively, the "Underlying Agreement(s)") under which Selected Firm will create, obtain, transmit, use, maintain, process, or dispose of University Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to the University under the Underlying Agreement(s).

WHEREAS, if Selected Firm, through its work with the University, may receive one of the University's designated "health care components" identified below, will receive, create, or come into non-incidental contact with individually identifiable health information of UVA patients or UVA Health Plan participants -- "Protected Health Information" as that term is defined in regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), at 45 C.F.R. Part 160.103 -- the Business Associate Addendum found at https://suppliers.uvafinance.virginia.edu/resources/business-associate-addendum applies in addition to this Data Protection Addendum. Where noted herein, certain sections of the Business Associate Addendum replace sections of this Data Protection Addendum as regards Protected Health Information ("PHI").

WHEREAS, this Addendum sets forth the terms and conditions pursuant to which University Data will be protected by Selected Firm during the term of the Parties Underlying Agreement(s) and after its termination.

STANDARD PROVISIONS

1. **Definitions**
   a. "End User" means an individual authorized by the University to access and use the Services provided by Selected Firm under this agreement.
   b. "Protected University Data" includes all data defined as Highly Sensitive, Sensitive, or Internal Use data in UVA's *IRM-003 Data Protection of University Information* policy *(http://uvapolicy.virginia.edu/policy/IRM-003)* that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
   c. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88, REV 1 guidelines relevant to data categorized as high security.
   d. "Security Breach" means the unauthorized access, use or disclosure that compromises or threatens to compromise the confidentiality, integrity, or availability of University Data
   e. "Services" means any goods or services acquired by the University of Virginia from Selected Firm.
   f. "University Data" includes Protected University Data and any other information that is created, possessed or used by the University or is intentionally made generally available by

the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.

g. "Audit Trail" means a chronological record that reconstructs and examines the sequence of activities surrounding or leading to a specific operation, procedure, or event in a security-relevant transaction from inception to final result.

2. **Rights and License in and to the University Data**

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the agreement.

3. **Data Privacy**

a. Selected Firm will use University Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this agreement or as otherwise required by law.

b. Protected University Data will not be stored outside the United States without prior written consent from the University.

c. Selected Firm will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm obligations under this agreement. Selected Firm will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.

d. The following provision applies only if Selected Firm will have access to the University’s education records as defined under the Family Educational Rights and Privacy Act (FERPA): Selected Firm acknowledges that for the purposes of this agreement it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Selected Firm agrees to abide by the limitations and requirements imposed on school officials. Selected Firm will use the education records only for the purpose of fulfilling its duties under this agreement for University’s and its End User’s benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

4. **Data Security, Integrity, and Confidentiality**

a. Selected Firm will take reasonable measures, including audit trail, to protect University Data to ensure the integrity and availability of University Data against deterioration or degradation of data quality and authenticity. Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

b. Selected Firm will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, and audit trail, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will ensure the confidentiality, integrity and availability of University Data, and be no less protective than those used to secure Selected Firm's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of Federal Information Processing Standards Publication (FIPS) Publication 140-2If Selected Firm stores, transmits, or processes Protected University Data as part of this agreement, Selected Firm warrants that the information will be stored in accordance with latest version of National Institute of Standards and Technology Special Publication 800-171 or the International Organization for Standardization and the International Electrotechnical Commission 27002 (ISO/IEC 27002).

c. Selected Firm will use reasonable, appropriate industry-standard and up-to-date security tools and technologies in providing Services under this agreement.

5. **Employee Background Checks and Qualifications**
   a. Selected Firm shall ensure that its employees who will have potential access to University Data have passed reasonable and appropriate background screening and possess the qualifications and training to comply with the terms of this agreement.

6. **Security Breach**
   a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest an actual or suspected Security Breach of University Data, Selected Firm will immediately notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm will not provide notice of an actual or suspected Security Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
   b. Liability. If Selected Firm must under this agreement create, obtain, transmit, use, maintain, process, or dispose of Protected University Data, the following provisions apply:
      1. In addition to any other remedies available to the University under law or equity, Selected Firm will reimburse the University in full for all costs not covered by the Selected Firm's insurance incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Protected University Data exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
      2. In addition to any other insurance coverage required by another contract/agreement with the University, Selected Firm will for the duration of the term of the agreement, maintain at least $1 million Cyber Liability coverage with insurance companies that hold at least an A- financial rating with A.M. Best Company. In no event, should Selected Firm construe these minimum required limits to be their limit of liability to the University.
      3. The University must be named as an Additional Insured on the Cyber Liability Insurance, and the proper name is "The Commonwealth of Virginia, and the Rector and Visitors of

the University of Virginia, its officers, employees and agents." Upon the University's request, Selected Firm will provide a Certificate of Insurance (COI).

7. **Response to Legal Orders, Demands or Requests for Data**
   a. Except as otherwise expressly prohibited by law, Selected Firm will:
      1. immediately notify the University of Selected Firm's receipt of any subpoenas, warrants, or other legal orders, demands or requests seeking University Data;
      2. consult with the University regarding its response;
      3. cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
      4. provide the University with a copy of its response.
   b. If the University receives a subpoena, warrant, or other legal order, demand or request (including request pursuant to the Virginia Freedom of Information Act) seeking University Data maintained by Selected Firm, the University will promptly provide a copy to Selected Firm. Selected Firm will promptly supply the University with copies of data required for the University to respond in a timely manner, and will cooperate with the University's reasonable requests in connection with its response.

8. **Data Transfer Upon Termination or Expiration**
   a. Upon termination or expiration of this agreement, Selected Firm will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
   b. Upon termination or expiration of this agreement, and after any requested transfer of data, Selected Firm must Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Selected Firm might have transferred University data. Selected Firm agrees to provide documentation of data destruction to the University.
   c. Selected Firm will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm's facilities to remove and destroy University-owned assets and data. Selected Firm shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

9. **Audits**
   a. The University reserves the right in its sole discretion to perform audits of Selected Firm with regard to data protection <u>at the University's expense</u> to ensure compliance with the terms of this Addendum. Selected Firm shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Selected Firm must create,

obtain, transmit, use, maintain, process, or dispose of University Data.

b. If Selected Firm must under this agreement create, access, obtain, transmit, use, maintain, process, or dispose of Protected University Data <u>or</u> financial or business data which has been identified to Selected Firm as having the potential to affect the accuracy of the University's financial statements, Selected Firm will at its expense conduct or have conducted, at least annually, a:
   1. security audit by a third party with audit scope and objectives deemed sufficient by the University, which attests Selected Firm's security policies, procedures, and controls;
   2. vulnerability scan by a third party of Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
   3. formal penetration test by a third party of Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.
c. Additionally, Selected Firm will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. The University may require, <u>at University expense</u>, Selected Firm to perform additional audits and tests, the results of which will be provided promptly to the University.

10. **Compliance**
   a. Selected Firm will comply with all applicable laws and industry standards in performing services under this agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm upon request.
   b. Selected Firm warrants that the service it will provide to the University is fully compliant with all state and federal laws, regulations, industry codes, and guidance that may be applicable to the service, which may include:
      1. any applicable national, federal, state or local law, rule, directive or regulation relating to the privacy of personal information, including, without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations ("FERPA), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Rules issued thereunder, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), the Financial Modernization Act of 1999 ("Gramm-Leach- Bliley Act"), the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act, the Americans with Disabilities Act, and the Virginia Consumer Data Protection Act;
      2. any privacy policy or practice applicable to any personal information that Customer or any User accesses, uses, collects, or maintains hereunder, including, without limitation any practice required in connection with the processing of credit card data, including the Payment Card Industry Data Security Standards (PCI-DSS); and
      3. Federal Export Administration Regulations, Federal Acquisitions Regulations, Defense Federal Acquisitions Regulations and Department of Education guidance.
   c. If the Payment Card Industry Data Security Standard (PCI-DSS) is applicable to Selected Firm service provided to the University, Selected Firm agrees to:
      1. Store, transmit, and process University Data in scope of the PCI DSS in compliance with the PCI DSS; and
      2. Attest that any third-party providing services in scope of PCI DSS under this agreement will store, transmit, and process University Data in scope of the PCI DSS in compliance

with the PCI DSS; and

3. Provide either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing Firm), within 10 business days of the request, verifying Selected Firm and any third party who stores, transmits, or processes University data in scope of PCI DSS as part of the services provided under this agreement maintains ongoing compliance under PCI DSS as it changes over time; and
4. Store, transmit, and process any University Data in scope of the PCI DSS in a manner that does not bring the University's network into PCI DSS scope; and
5. Attest that any third-party providing services in scope of PCI DSS under this agreement will store, transmit, and process University Data in scope of the PCI DSS in a manner that does not bring the University's network into PCI DSS scope.

11. **Survival**

Selected Firm's obligations under Section 8 shall survive termination of this agreement until all University Data has been returned or Securely Destroyed.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the Effective Date stated above herein.

ACCEPTANCE

For the Rector and Visitors of the University of Virginia	**For Selected Firm**
_________________________	_________________________
Name:	Name:
Title:	Title:
Date:	Date:

Agreement #: ____________________

AGREEMENT ATTACHMENT 3

PUBLICLY ACCESSIBLE CONTRACT (PAC) ADDENDUM

This Publicly Accessible Contract (PAC) Addendum is entered into as of ____________________, by and between the Rector and Visitors of the University of Virginia (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and_________________________, (“Selected Firm”).

TERM

The term of this Addendum is until ________________. This end date coincides with the corresponding Award Agreement’s end date.

WITNESS

WHEREAS, the University and Selected Firm have executed an agreement, ______________________, dated _______________(the “Award Agreement”), and included in the Award Agreement is a third party access / cooperative clause. Now therefore, the University and Selected Firm wish to express in this Addendum the specific terms that will allow third party access to the Award Agreement.

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

I. Selected Firm will:

   A. Pay the University 1% of all sales to accessing entities outside of the Consortium associated with the Award Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.

   B. Fully support this marketing relationship by promoting the availability of the Award Agreement to non-Consortium Entities;

   C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortium will:

   A. Promote the Award Agreement on its website and through other channels (e.g., conferences) to non-Consortium members

   B. Maintain an approved version of Selected Firm’s logo on the Consortium website

III. Payment

A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Award Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Award Agreement.

B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander
Office Manager, Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street Charlottesville, VA 22904

IV. Notices

Any notice required or permitted to be given under this Addendum 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 electronic mail, when received (as verified by the email date and time) 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:

Mark Cartwright
Senior Director, Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
Phone: (434) 924-7174
Email: vfg2sc@virginia.edu
1001 N. Emmet Street Charlottesville, VA 22904

If to Selected Firm:

[Vendor Contact]
[Vendor Name]
[Address]
Email: [Vendor Email]
Fax: [Fax]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum.

ACCEPTANCE

For the Rector and Visitors of the University of Virginia	**For Selected Firm**
________________________	________________________
Name:	Name:
Title:	Title:
Date:	Date:

Agreement #: ____________________

AGREEMENT ATTACHMENT 4

CAVALIER COMPUTERS ADDENDUM

This Cavalier Computers Addendum (“Addendum”), is entered into as of ____________________, by and between The Rector and Visitors of the University of Virginia (the “University”), Cavalier Computers, a University internal service provider (collectively the “University”), and ___________________________ (“Selected Firm”).

TERM

The term of this Addendum is until ________________. This end date coincides with the corresponding Award Agreement’s end date.

WITNESS / BACKROUND

This Addendum allows for Selected Firm to provide additional Goods and/or Services to the University via Cavalier Computers as described herein.

This Addendum is applicable only to the University of Virginia and does not apply to any additional Consortium Members or Participating Entities. To the extent this Addendum and the Award Agreement are in conflict, the terms of this Addendum will prevail.

Selected Firm will provide Goods and/or Services to the University via both Cavalier Computers and the UVA Marketplace as described herein.

I. <u>CAVALIER COMPUTERS</u>

A. Scope

Cavalier Computers, as the University’s designated authorized and primary computer reseller (“Computers”), will provide services such as: Selected Firm-assisted marketing of Computers via direct mail and e-commerce to students, faculty, and staff for both institutional and personal use; serving as a central point of acquisition and pre- and post-sales support and service for Computers; and order-taking and distribution of Computers to University departments. The University desires Selected Firm’s active engagement in optimizing the use of Cavalier Computers in selling/marketing Computers. Accordingly, the University will consider any other potential roles for Cavalier Computers if proposed by Selected Firm during the term of this Addendum. Selected Firm asserts that it will use its corporate efforts in working with the University to maximize Cavalier Computers sales volume and customer/user satisfaction. To that end, such efforts will include, but not be limited to: Selected Firm’s responsiveness to sales, service, support and logistics issues as well as timely presentation/proposal of advantageous computer configurations. It will also provide flexible warranty options on all models. Selected Firm’s Account Executive will be available to speak to potential users to promote Computers. This includes, but is not limited to, participation in new student orientation, LSP conferences, and other technology events.

Payment for Computers will be made via institutional purchases, leasing agreements or personal funds. These transactions will be coordinated through Cavalier Computers. With the assistance of Cavalier Computers, Selected Firm will create and maintain two "Premier" web pages (User Groups I and II) for all on-line Computer purchases. These pages will have real-time University retail pricing for selected bundles, upgrades, and the entire Selected Firm catalog. The User Group I departmental page and the User Group II student page will both be accessed via Cavalier Computers' website. Both User Group pages will collect orders and include customer, payment, and delivery information. Orders will be sent electronically to Cavalier Computers for processing. The website will allow customers to view order detail and estimated shipping date. Selected Firm will also provide customers with the capability of tracking their order. This tracking must not contain Cavalier Computers' information, such as Purchase Order Number or cost.

The University seeks to create a working relationship with Selected Firm that will help the University attain its goals as defined herein. While the procurement of specific goods and services outlined in this Addendum will form the basis for the University's contractual relationship with Selected Firm, and while the University does not seek or intend to form a joint venture or partnership, the University encourages Selected Firm to be creative during the term of this Addendum in identifying potential points of interaction that could expand and strengthen this relationship. Such interaction should include assistance in identifying strategies to plan for the migration to forthcoming new operating systems.

B. Goods and Services

Two different University client bases may purchase Computers: 1) User Group 1 – Department and 2) User Group II – Personal Use (to include students). Selected Firm will provide Computers to both User Groups.

Selected Firm will provide the Goods and Services, which will include, but not limited to, these components:

1. Hardware and Software Configurations
    a. For each User Group, Selected Firm will provide Computers with the best value, functionality, and feature set possible. Selected Firm will work with the University to refine and finalize future Computer configurations during the term of this Addendum, as technology and user needs evolve.
    b. Orders for Computers will occur periodically throughout the term of this Agreement. It is understood that over the term of this Addendum, models and/or configurations will change. New images, devised by the University, will need to be

created as a result. Price points for Computers will consistently meet or exceed the contractually established discounts.

c. All orders for Computers under this Addendum will be coordinated by Cavalier Computers, in consultation with University procurement staff and Selected Firm as necessary. As such, the Selected Firm shall ensure that a copy of all quotes for goods and/or services under this Agreement, and all correspondence relating to those quotes, be submitted to cavcomp-dept@virginia.edu. All quotes and correspondence should include reference to both the corresponding cost to Cavalier Computers, and the relevant cost to the applicable end user/requestor.

d. Selected Firm shall ensure that pricing for specific Computer configurations is consistently applied across University Departments, at the lowest possible pricing. The only exception to this obligation will be large quantity purchases or competitive requirements that may result in lower pricing than that referenced immediately above.

e. Computers may be leased. Accordingly, Selected Firm will make leasing available to the University.

f. The University reserves the right to procure for all User Groups and University community members a range of additional Goods and Services and/or Future Goods and Services, which may include but not be limited to nonstandard computer configurations, peripherals, servers, printers, off-site data storage and training services.

2. Personnel

Selected Firm will provide these "Key Personnel" who will directly interact with Cavalier Computers:

a. *Account Executive*, with the overall responsibility for the relationship, and for ensuring that: Computers are readily available; prices are adhered to; product life-cycles are communicated; and regular meetings (phone, web and in-person) are held with the University; among other tasks.

b. *Project Manager*, responsible for ensuring that all ordering, delivery, receiving, service and support procedures are established, documented and adhered to.

c. *Service Manager*, responsible for ensuring that all warranty issues are dealt with promptly, spares for the University parts depot are available, and that any questions pertaining to service or support are answered promptly.

d. *Inside Sales Representative*, responsible for processing orders, giving order status, updating Premier pages, and quoting special pricing as requested, among other tasks.

e. *Account Executive (Consumer Division*), responsible for product life-cycle communication, processing orders, giving order status, and quoting special pricing as requested.

3. Meetings and Events

In the event that representatives, employees, or agents of the Selected Firm will host or participate in a virtual or on-site meeting including staff, faculty, or students, or affiliates of the University, the Selected Firm's Key Personnel shall provide advance notice to the Contract Administrator(s) prior to the scheduled meeting or event. Notice should be provided no later than five (5) business days prior to the scheduled visit, and should include the following information:

   a. Date and time of the visit
   b. Purpose of the visit

The University reserves the right to approve, deny, or reschedule the meeting or event if the proposed date, time, or purpose are not suitable to the University. All meetings and events, both virtual or on-site, must include a Contract Administrator or delegate.

4. Marketing & Promotion

Any marketing or promotional materials intended for distribution to the University and its faculty, staff, students, or affiliates, including University or University student initiatives, shall be submitted to the Contract Administrator(s) for review and approval prior to distribution. Such review will be conducted in coordination with both Parties, as will any approval prior to distribution. The University reserves the right to require changes to any marketing or promotional materials prior to distribution.

5. Service Metrics

Selected Firm will assist Cavalier Computers in meeting a required metric of 95% of all Computers brought in for service being repaired within two business days, tabulated monthly. Toward that end, Selected Firm will provide and fund short-term technicians if such metrics cannot be met.

6. Warranty

   a. All computers and peripherals purchased under this Addendum will be covered by a full on-site warranty for parts and labor, starting from the date of receipt of the computer at the University. The length of warranty will be flexible from one to five years from the customer's date of receipt at the University. Some warranty options may not be available on all models. As noted below, accidental damage coverage for all laptop computers must be included.
   b. All on-site warranty service will be performed or coordinated by Cavalier Computers. If Cavalier Computers is not currently an authorized service center for Selected Firm, the cost of obtaining such certification must be borne by Selected Firm. In accordance with this provision, Selected Firm will reimburse Cavalier Computers in full for materials, time and labor costs involved in warranty repairs to Computers. In addition, Selected Firm agrees to waive all Warranty Parts Direct (WPD) enrollment fees and certification costs for 20 University-affiliated

technicians. Selected Firm will pay Cavalier Computers a minimum $95 reimbursement fee for warranty repair work.

7. Notebook Computer Accidental Damage Coverage
For every notebook sold, Selected Firm must supply coverage against accidental damage**.** This coverage will be for the same term as the conventional warranty, and will result in repair or replacement of the damaged unit when a valid claim is made. This coverage will be included in the pricing models and will match the term of the warranty. This coverage must be administered through the same procedures and structures as the manufacturer's system warranty.

6. Parts Depot
Selected Firm will provide to the University a replenishable supply of commonly-used repair parts, to be used for warranty repairs on Computers. Selected Firm will support such a parts depot by supplying a maximum annual limit for parts of $20,000 (Selected Firm retail pricing applies). The exact make-up of this supply will be determined by the University and Selected Firm and will be reviewed as needed.

7. Delivery Logistics
   a. Freight terms for all orders will be FOB destination. Selected Firm will deliver Computers as specified by Cavalier Computers.
   b. Selected Firm will offer real-time monitoring of shipments, including delivery details such as: lead times; freight carrier to be used; method of checking delivery status; procedure for damaged shipments; specification to the selected carrier that they will provide delivery notification via phone, etc.

8. Software Image
   a. For each Computer sold, Selected Firm will install a University (or otherwise-produced) software image on the Computer's hard disk. This image will incorporate the operating system, productivity software and other applications and configurations.
   b. For each laptop and desktop Computer sold, Selected Firm will supply a software restoration process, which will easily return each system to its original shipping condition. This "software restoration process" will include the University-supplied software image.
   c. For each model of Computer sold to User Group I or User Group II, Selected Firm will provide to the University an Evaluation Unit at no charge. This Evaluation Unit will be used to create the University software image and will remain the property of the University after the image-creation process is complete. For each separate hardware configuration sold to User Group I or User Group II, Selected Firm will provide one complete Production Unit (with the factory-installed image) as a quality-control test bed at no charge to the University. Should testing of the

complete Production Unit fail University approval, Selected Firm will correct the problem(s) and supply a replacement Production Unit at no charge to the University. The original non-functioning Production Unit will be returned to Selected Firm at its expense.

d. It is essential that image production and testing be done in a timely and extremely responsive manner. To facilitate this, the University prefers an image production mechanism that is domestic, as opposed to off-shore.

9. Laptop Donations for Students Program

Selected Firm will provide to the University, as a donation, a minimum of 75 laptops and then 2% of total University Selected Firm unit sales, not to exceed 100 units per academic year. On a quarterly basis, Selected Firm will report to Cavalier Computers the total number of systems sold and/or donated to the entire University during the academic year for auditing purposes. Such laptops will be Computers from User Group II per year at no charge to the University. The donated Computers will be a configuration approved by the University, identical to those offered for sale to User Group II. The donated Computers will be the property of the University until the student to whom they are awarded graduates, at which time ownership transfers to the individual. These computers must be delivered to the University no later than June 1st of each calendar year.

10. Hot Spare Pool

For each model of Computer to be sold to User Group I and User Group II, Selected Firm is required to supply three identical Computers to Cavalier Computers' service department, at no charge to the University. These hot-spare units will remain the property of the University and will be used and/or installed by the University as desired.-

C. Invoicing

Selected Firm will submit one original invoice referencing the correct purchase order number or limited purchase order number to Cavalier Computers at this email address: cavaliercomputers-ap@virginia.edu

Physical Mailing Address:

University of Virginia
Cavalier Computers
P. O. Box 400189
Charlottesville, Virginia
22904-4197

D. Contract Administrators

The individuals named below will serve as the Contract Administrators and will be the points of contact at Cavalier Computers for day-to-day operations under this Addendum. The Contract

Administrators cannot approve amendments or global price changes to this Addendum; however, they can approve Computer model configurations. Selected Firm will channel all communications through:

Ronald Stevenson / Tim Fitzgerald (alternate)
Cavalier Computers
University of Virginia
400 South Emmet Street, 4th Floor
P.O. Box 400819
Charlottesville, VA 22904-4819
Phone: (434) 982-2156
Fax: (434) 924-4447
E-mail: crs2c@virginia.edu; tjf9a@virginia.edu (alternate)

The Contract Administrators will act as alternate points of contact for each other. Selected Firm will not make any commitments or comments, or actions on behalf of the University without the explicit direction of the Contract Administrator(s). The University reserves the right to change its Contract Administrator(s), upon notice to Selected Firm.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum.

ACCEPTANCE

For the Rector and Visitors of the University of Virginia	**For Selected Firm**
________________________	________________________
Name:	Name:
Title:	Title:
Date:	Date:

Agreement #: _________________

AGREEMENT ATTACHMENT 5

Sample Statement of Work ("SOW")

This Statement of Work ("SOW") is prepared for ___________________________ *(i.e., University department/school/etc.)* and is entered into pursuant to the Agreement by and between Select Firm and the Rector and Visitors of the University of Virginia (Agreement#: UVA-AGR-____) of which the terms and conditions are incorporated as part of this SOW.

This SOW defines and specifies the Services to be performed and/or Work Product to be delivered by Selected Firm, as well as compensation to be paid for such Services and Work Product by the University, all in accordance with the terms and conditions of the Agreement.

1. Description of Services to be Provided:

2. Assumptions (if any):

   Note: No terms or conditions contrary to any of the listed Contractual Provisions in Agreement Attachment 1 should be introduced in this Statement of Work.

3. Fees:

   Note: A prepayment/down payment is not authorized. Payments may, however, be tied to project milestones associated with a Statement of Work.

   No payment terms outside of the University's two standard terms will be accepted. Preferred language for invoicing is as follows: "The University agrees to pay the Selected Firm per the terms selected upon registration with the University's payment system and upon confirmed receipt of invoice.".

The University issued Purchase Order, referencing this SOW, serves as the acceptance of this SOW.

RFP ATTACHMENT B

SWaM Letter –

Vice President for Finance's Request for Commitment

UNIVERSITY of VIRGINIA

OFFICE OF THE VICE PRESIDENT FOR FINANCE

Greetings:

The University of Virginia is able to deliver excellent education, research, healthcare, and public service because the high value support from you and all our suppliers of goods and services. Thank you for sharing our commitment to excellence. As a University, we are committed to diversity within our students, our faculty and staff, and our vendors and contractors. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We currently have a substantial volume of activity with small Firms; however, we are striving to increase the number of substantial, long-term business relationships with minority- and women-owned businesses. We need your help here.

I have two requests. First, I ask that you actively seek out opportunities to involve small, women-and minority-owned businesses as you deliver services to UVa. Our team in Procurement and Supplier Diversity Services will assist you in identifying qualified diverse business partners. Second, please report your success in this area through our quarterly subcontracting reports – this is critical in quantifying how well we are meeting our goals. The terms and conditions previously provided to your organization outlined this process.

This effort is important to the University. We truly appreciate your efforts to join us in this commitment and partnership towards excellence.

Sincerely,

Augie Maurelli
Vice President for Finance
and Chief Financial Officer

University of Virginia
Procurement and Supplier Diversity Services
P.O. Box 400202
Charlottesville, Virginia 22904-4202

ADDENDUM ONE TO ALL FIRMS:

Reference: Request for Proposal (RFP) # RFP-UVA-00082-JK082023

Commodity: Technology Solutions

Dated: December 20, 2023

Please reference the following for clarifications and changes to the RFP # RFP-UVA-00082-JK082023 issued on August 31, 2023, for Technology Solutions.

This Addendum specifically modifies the Expected Award Date only, with no other modifications to the content of the RFP:

Section I, Scope of Work
E. RFP Schedule and Information

- An award is expected to be made to the Selected Firm(s) by **Wednesday, March 6, 2024.**

If you have any questions concerning this Addendum or the RFP, please contact me at jum2fh@virginia.edu. Thank you for your participation in this RFP process.

Sincerely,

Joel Kreider
Category Manager, IT & Scientific Discovery