



Request for Proposal

NIGP CODE: 28029, 83800,91551

Broadband Communications Services

for the

Virginia Acute Stroke Telehealth Network

January 27, 2012

Issued by
The University of Virginia
Procurement and Supplier Diversity Services
Charlottesville, Virginia

A VASCUPP Member Institution



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

I. GENERAL INFORMATION

Request for Proposal (RFP) Name: Broadband Communication Services

RFP Number: MW012712

Issue Date: January 27, 2012

Brief Description: The University of Virginia (“University”) is seeking an experienced firm to provide broadband communication services to Health Care Providers (HCPs) in the University’s Virginia Acute Stroke Telehealth (VAST) network for a six year period.

RFP Schedule

- **Preproposal Questions:** Any questions concerning this RFP must be sent to the buyer listed below no later than **February 9, 2012 (Thursday) 3:00 p.m. EST** in order to guarantee a timely response prior to the proposal due date.
- **Proposal Due Date: February 28, 2012 (Tuesday) by 3:00 p.m. EST.** Please send eight copies of the original proposal in individual, bound volumes the proposal to the buyer/address listed below. In addition, please send a copy of the proposal via email to the buyer listed. All electronic proposal documents, whether originals or copies, should be formatted as Microsoft Word documents. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.
- **Expected Award Date:** April 16, 2012

This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

The RFP has been posted on Procurement and Supplier Diversity Services web site and can be downloaded at: <http://www.procurement.virginia.edu/pagerfp>. It is also posted on the Universal Service Administrative Company’s Rural Health Care Pilot Program site: <http://www.universalservice.org/rhc-pilot-program/tools/search-postings-2009.aspx>. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. Addenda and attachments are posted if issued. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed below. Additional information can be found on Procurement and Supplier Diversity Services web site at <http://www.procurement.virginia.edu>

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement and Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202

Buyer: Michael Warlick
Phone: 434-924-8918
Fax: 434-982-2690
Email: warlick@virginia.edu

NOTE 1: If RFP proposal is sent U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director, Supplier Diversity, Shannon Wampler, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.

II. BACKGROUND INFORMATION

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks an experienced firm to provide broadband communication services to HCPs in the University’s VAST network. The purpose of the VAST is to build a telecommunications backbone for Telemedicine and Telehealth, in particular in support of stroke care and health information technology. The HCP’s are associated with three health system hubs: the University of Virginia Health System (Charlottesville), the Culpeper Regional Hospital System (Culpeper), and the Eastern Shore Rural Health System (Nassawadox). VAST’s vision is to design and implement a robust, secure, sustainable, telehealth network that has sufficient scalable high capacity links from the above hubs to the carrier’s cloud to support healthcare applications.

The VAST is supported by the Federal Communications Commission’s Rural Health Care Pilot Program (RHCPP). The Federal Communications Commission’s RHCPP is administered by the

Universal Service Administrative Company (USAC). The RHCPP is a support program authorized by the U.S. Congress and designed by the Federal Communications Commission (FCC) to encourage the development of rural high capacity broadband networks to provide advanced healthcare telecommunications capabilities and services to rural and urban HCP's.

The requirements for this RFP are grouped by the three health system hubs. Firms may submit a proposal to provide service for all three hubs or just individual hubs. Firms are cautioned that most sites are currently utilizing circuits funded in part by the Rural Health Care Program (RHCP) and administered by USAC. All proposals are for newly-provisioned circuits. Installation timing of new circuits must be coordinated such that existing circuits are decommissioned as the new circuits are installed.

III. SCOPE OF SERVICES

It is the University's intent to enter into an Agreement with the Selected Firm or Firms to provide broadband communications services for a six year period as outlined in this RFP. In order to achieve this goal the Selected Firm may be requested to provide those goods and services specifically outlined by HCP location in this section.

A. University of Virginia Health System (UVA)

1. UVA MAIN — 1105 W. Main St Charlottesville, VA 22908

Requires pricing for 500 Mb/s and or 1 Gb/s data service via fiber-based Ethernet handoff. Border Gateway Protocol (BGP) peering is used to determine packet path through network. Will also require Simple Network Management Protocol (SNMP) Read-Only visibility into the carrier's directly attached network gear. This will aid in any troubleshooting before contacting carrier. This will be the preferred path for data traffic. Internet Control Message Protocol (ICMP) response times of less than 20 ms to any remote location from this endpoint are to be expected as the norm. Assume VoIP deployment.

In addition, will require the following to the UVA location at 111 Bowen Loop, Charlottesville, UVA Pegasus: Fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier's cloud. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and University Hospital West Complex (UHW) Davis Building Multiplexing (Mux) Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as the University's Medical Center (UVaMC) will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.

The following will be required for the UVA Telemedicine program:

- T1 (1.54Mb/s) connection to the Internet.
- T1 (1.54Mb/s) PRI line for connection to the PSTN for ISDN service.

2. **UHW Davis — 1300 Jefferson Park Ave Charlottesville, VA 22908**
UHW Davis Mux Data Closet: Requires pricing for 500 Mb/s and/or 1 Gb/s data service via fiber-based Ethernet handoff. BGP peering used to determine packet path through network. Will also require SNMP Read-Only visibility into the carrier's directly attached network gear. This will aid in any troubleshooting before contacting carrier. This will be the redundant path for data traffic. ICMP response times of less than 20 ms to any remote location from this endpoint are to be expected as the norm. Must assume VoIP deployment.
3. **UVA CRH — 501 Sunset Lane Culpeper, VA 22701**
Will require fiber-based Ethernet handoff. Need pricing for 100 and 150 Mb/s into carrier's cloud included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as UVaMC will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.
4. **UVA Fauquier — Hospital 500 Hospital Drive Fauquier, VA 20186**
Will require fiber-based Ethernet handoff. Need pricing for 50,100 and 150 Mb/s into carrier's cloud included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct internet connectivity or real IP Addressing required, as UVaMC will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.
5. **UVA Orange — 661 University Lane Orange, VA 22960**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.
6. **UVA Zion — 75 Circle Point Drive Zion Crossroad, VA 22974**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing

required. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.

7. **UVA Mary Washington — 1001 Sam Perry Blvd Fredericksburg, VA 22401**
Will require fiber-based Ethernet handoff. Need pricing for 50, 100 and 150 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as UVaMC will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are expected as the norm. Must assume VoIP deployment.
8. **UVA Lake Monticello — 112 Crofton Place Palmyra, VA 22963**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as UVaMC will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are expected as the norm. Must assume VoIP deployment.
9. **UVA Pegasus — 111 Bowen Loop Charlottesville, VA 22911**
Please refer to UVA Main (#1 above).
10. **UVA Forest Lakes — 1800 Timberwood Blvd Charlottesville, VA 22911**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as UVaMC will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are expected as the norm. Must assume VoIP deployment.
11. **UVA Crossroads — 4917 Plank Road North Garden, VA 22959**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as UVaMC will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.

12. **UVA JABA — 674 Hillsdale Drive Charlottesville, VA 22901**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as UVaMC will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are expected as the norm. Must assume VoIP deployment.
13. **UVA Crozet — 375 Four Leaf Lane Crozet, VA 22932**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as UVaMC will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.
14. **UVA Colonnades — 100 Colonnades Hill Drive Charlottesville, VA 22901**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as UVaMC will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are expected as the norm. Must assume VoIP deployment.
15. **UVA Augusta — 57 Beam Lane Fishersville, VA 22939**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.
16. **UVA Stoney Creek — 2781 Rockfish Valley Hwy Nellysford, VA 22958**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel

through carrier's network. No direct Internet Connectivity or real IP Addressing required, as UVaMC will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are expected as the norm. Must assume VoIP deployment.

17. **UVA HOPE — 590 Peter Jefferson Parkway, Ste 175, Charlottesville, VA 22911**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.
18. **UVA HOPE Admin Building — 1106 East High St, Charlottesville, VA 22902**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.
19. **UVA HOPE Southside Community — 800 Oak Street, Farmville, VA 23901**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.
20. **UVA HOPE Culpeper Regional — 545 Sunset Lane, Culpeper, VA 22701**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.
21. **UVA HOPE Augusta Medical — 78 Medical Center Dr., Fishersville, VA 22939**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier network included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 1105 West Main and UHW Davis Mux Data Closet for any connectivity external to the site — a Layer-2 Tunnel

through carrier's network. No direct Internet Connectivity or real IP Addressing required. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.

B. Culpeper Regional Hospital (CRH) System

1. **Culpeper Regional Hospital — 501 Sunset Lane Culpeper, VA 22701**
Will require fiber-based Ethernet handoff. Need pricing for 20, 50 and 100 Mb/s into carrier's cloud included in the financial proposal. All traffic must be engineered so that it traverses the head-ends at 501 Sunset Lane, Culpeper for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as CRH will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to the head-end are to be expected as the norm. Must assume VoIP deployment. Require quote for redundant service into the carrier's cloud. Need proposal for 10, 20 and 50 Mb/s in the financial proposal.
2. **Culpeper Wellness Center PT Outpatient — 1005 Golf Dr Culpeper, VA 22701**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier's cloud included in the financial proposal. All traffic must be engineered so that it traverses the head-ends to 501 Sunset Lane, Culpeper for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as CRH will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.
3. **CRH Madison Physical Therapy — 1480 N. Main St Suite B Madison, VA 22727**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier's cloud included in the financial proposal. All traffic must be engineered so that it traverses the head-ends to 501 Sunset Lane, Culpeper for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as CRH will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.
4. **Culpeper Medical Associates — 14115 Lovers Lane Culpeper, VA 22701**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier's cloud included in the financial proposal. All traffic must be engineered so that it traverses the head-ends to 501 Sunset Lane, Culpeper for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as CRH will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.

5. **Culpeper Physician Health Organization — 219 E. Davis St Culpeper, VA 22701**
Will require fiber-based Ethernet handoff. Need pricing for 10, 20, and 50 Mb/s into carrier's cloud included in the financial proposal. All traffic must be engineered so that it traverses the head-ends to 501 Sunset Lane, Culpeper for any connectivity external to the site — a Layer-2 Tunnel through carrier's network. No direct Internet Connectivity or real IP Addressing required, as CRH will provide the real addresses to be used through the carrier's network. ICMP response times of less than 20 ms to either head-end are to be expected as the norm. Must assume VoIP deployment.

C. Eastern Shore Rural Health (ESRH) System

1. **ESRH Atlantic Community Health — 8034 Lankford Hwy Oak Hall, VA 23416**
Fiber services for local transport — 5Mb/s minimum. Need pricing for 5, 10, 25, and 100Mb/s local transport included in the financial proposal. Circuits will be used for data and voice.
2. **ESRH Bayview Community Health — 22214 S Bayside Rd Cheriton, VA 23316**
Fiber services for local transport — 5Mb/s minimum. Need pricing for 5, 10, 25, and 100Mb/s local transport included in the financial proposal. Circuits will be used for data and voice.
3. **ESRH Chincoteague Island Health — 4049 Main St Chincoteague Island, VA 23336**
Fiber services for local transport — 5Mb/s minimum. Need pricing for 5, 10, 25, and 100Mb/s local transport included in the financial proposal. Circuits will be used for data and voice.
4. **ESRH Franktown Community Health — 9159 Franktown Rd Franktown, VA 23354**
Fiber services for local transport — 5Mb/s minimum. Need pricing for 5, 10, 25, and 100Mb/s local transport included in the financial proposal. Circuits will be used for data and voice.
5. **ESRH Onley Community Health — 20280 Main St Onancock, VA 23417**
Fiber services for local transport - 5Mb/s minimum. Need pricing for 5, 10, 25, and 100Mb/s local transport included in the financial proposal. Circuits will be used for data and voice. Fiber services for dedicated Internet Protocol — 2Mb/s minimum. Need pricing for 2, 5, 10 and 25Mb/s dedicated internet protocol included in the financial proposal. Circuits will be used for data and voice.
6. **ESRH Dental Trailer Pungoteague School — 28480 Bobtown Rd Melfa, VA 23410**
Fiber services for local transport — 1Mb/s minimum. Need pricing for 1, 5, 10 and 25Mb/s local transport included in the financial proposal. Circuits will be used for data and voice.

7. **ESRH Dental Trailer Metompkin School — 24501 Parksley Rd Parkley, VA 23421**
Fiber services for local transport —1Mb/s minimum. Need pricing for 1, 5, 10, and 25Mb/s local transport. included in the financial proposal Circuits will be used for data and voice.

IV. CONTENTS OF PROPOSAL

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

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firms' lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

As mentioned previously, the requirements for this RFP are grouped by the three health system hubs and firms may submit a proposal to provide service for all three hubs or just individual hubs.

The University invites proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals from firms. The University will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met.

Firms will provide the following information:

A. Goods and Services

1. Describe how the firm plans to provide broadband communication services in support of a robust, secure VAST network, which is the primary goal of this RFP.
2. Provide a plan of operation to achieve the objectives set forth in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services, specifically responding to each paragraph and subparagraph in the order addressed.
3. Describe how the firm plans to work with the University to provide the Goods and Services.
4. Describe the firm's plan for customer service to include:
 - a. A single point of contact with email address and phone number

- b. A 24/7 Network Operations Center, preferably located in Virginia
- B. Firm Information, Personnel, References
1. Provide a brief history of the firm and its experience in providing broadband services similar to those described in this RFP.
 2. Provide information on those individuals assigned to work with the University including a description of their experience in providing similar broadband services. Specifically identify the name and contact information for the individual assigned to act as the coordinator for both the firm's proposal and any subsequent responses required of the firm as a part of the RFP process.
 3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.
 4. Provide a list of institutions of higher education and / or healthcare providers with which the firm has signed a term contract.
 5. Provide a copy of the firm's most recent audited financial statements.
 6. State law requires that certain projects within the scope of this RFP be performed by a contractor licensed by the Commonwealth of Virginia. Other projects within the scope of this RFP need not be performed by a licensed contractor. If a firm desires to be considered for all projects within the scope of this RFP, provide your license number/type and include a copy of the firm's Commonwealth of Virginia Contractor's License. If a firm does not provide with its proposal a copy of the firm's Commonwealth of Virginia Contractor's License, the firm will be considered by the University, if at all, only in connection with the award of a contract or contracts for projects which, in the sole and absolute discretion of the University, need not be performed by a licensed contractor.
- C. Financial Proposal
1. Provide a financial proposal by HCP location that includes the goods the goods and services described in Section III, Scope of Goods and Services. Specifically, describe the fees that will be charged for the goods and services. Ensure that fees are provided for all Goods and Services' categories proposed by the firm.
 2. Describe how the University will be charged. Include any additional discounts available for early payment of invoices
 3. The selected firm is expected to meet the FCC's requirements for vendors found at this site. <http://www.usac.org/rhc-pilot-program/vendors/>. Firms will confirm in the proposal that the Firm has read these requirements and will fulfill all necessary steps within 30 days of award, including billing procedures and formats.

4. State the firm's agreement to receive payments electronically via Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment. Fifteen (15) percent of the eligible invoice will be paid via the method stated above. The remainder (85%) will be invoiced by the vendor to the Universal Service Administrative Company, acting for the FCC, for payment. Prior to contract award, the Selected Firm will be required to contact University Procurement and Supplier Diversity Services' Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 9244212 and E-mail: uva-prs-boa@virginia.edu..

D. Contractual Arrangements

1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
4. Provide a written statement with the firm's proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.
5. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.
6. Sign and notarize a "Vendor Certification" letter on vendor letterhead in accordance with FCC requirements. See Attachment 4.

- E. The firm's Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement. For more information about SWAM and the University's SWAM plan, please refer to Attachment 3 and this site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf. Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu. Provide the name of the individual responsible for the firm's supplier diversity program. This individual is responsible for implementing and reporting on the firm's Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected

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

NOTE: 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 the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. **Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary.** A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

V. BASIS OF SELECTION

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

- A. The firm's plan to assist the University to meet its goals for a broadband communication deployment in support of the VAST project as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;
- B. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP, including references from institutions of higher education, teaching hospitals, and other health care clients which are comparable to the University;
- C. The firm's financial proposal including but not limited to discounts, service charges and other charges;
- D. The contractual terms which would govern the relationship between the University and the Selected Firm;
- E. The firm's plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm's proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.); and
- F. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. All proposals received will be carefully evaluated by the University. The

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

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

The University reserves the right to award to different Selected Firms to respectively provide any part of the goods and services discussed in this RFP. Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described within, certain matters will automatically be deemed part of the proposal.

VI. TERMS AND CONDITIONS

This solicitation and any subsequent award are subject to:

1. The University's Mandatory Contractual Provisions, Attachment 1. Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.
2. The University's Preferred Contractual Provisions, Attachment 2. Unless a firm expressly and specifically states its exception to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.
3. The University's Procedure for Resolution of Contractual Claims
<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>
4. The Selected Firm registering as a vendor with the University of Virginia.
<https://www.procurement.virginia.edu/pagevendorregistrationform>

5. Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment (<http://www.procurement.virginia.edu/pagepaymentmethods>). Prior to contract award, the Selected Firm will be required to contact University Procurement and Supplier Diversity Services' Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].
6. The Selected Firm registering and accepting eVA Terms and Conditions prior to award. <http://www.eva.virginia.gov/>

Attachment 1
Mandatory Contractual Provisions

A. Nondiscrimination

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

B. Conflict of Interests

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

C. Assignment

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

D. Amendments

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

E. Notices

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

If to the University:

Eric N. Denby
Director of Procurement and Supplier Diversity Services
Carruthers Hall

University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690

If to the Selected Firm:

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

F. Independent Contractor

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

G. Workers' Compensation and Employers' Liability

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

H. Drug-Free Workplace

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

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the

employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

I. Information Technology Access Act

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

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:

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

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

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

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

J. eVA Business To Government Registration

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

Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee

The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

L. Unauthorized Alien Use

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

M. Contractor License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. Subject to Section IV.B.6 of this RFP, a copy of the license must be furnished to the University.

Attachment 2
Preferred Contractual Provisions

- A. Goods and Services
During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.
- B. Term of Agreement
The expected term of this Agreement will be for six years.
- C. Contract Administrator
The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for day-to-day operations but cannot approve amendments to the Agreement or price changes.
- D. Waiver
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.
- E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.
- F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.
- G. Termination
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation

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

I. Right of Audit

The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm perform self-audits within reasonable parameters established by the University.

J. Contractual Claims

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

K. Insurance

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

Comprehensive Commercial General Liability:

The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$500,000 per occurrence and an aggregate of \$1,000,000, with coverage for premises and operations.

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$500,000 per accident on all owned, hired, and non-owned vehicles operated by their employees.

L. Use of Agreement by Third Parties

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

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

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

M. Favored Nations

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

N. The University's Authorized Representatives

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

O. Purchasing Manual

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

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

The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month

following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

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

The quarterly SWAM business reports will contain this information:

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

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

Q. Payment Terms

The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: "5% 15/Net 30" would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Services described in this RFP will be paid on a Net 30 days after receipt of the Services and University receipt and approval of the corresponding invoice.

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

R. Future Goods and Services

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

S. Ordering Procedures

The University does not place verbal orders for the Services. The University may place orders for the Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Services. Accordingly, at the University's request, the Selected Firm will issue a proposal/quotation listing the Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize the Selected Firm to provide the Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm provides 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.

T. Confidentiality

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party, and not to make any internal use of such material not required under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

1. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or
2. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
3. Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or

4. It is disclosed to a third party by the disclosing party with an obligation of confidentiality; or
5. It is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
6. The receiving party is obligated to produce as required by law, lawfully issued subpoena, or a court order, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

Upon written request of a disclosing party, the receiving party will return all information disclosed in written or tangible form, and the receiving party will destroy all of its copies, excerpts, or notes made by it which contain any portions of the information unless otherwise provided for by the parties.

U. Compliance

The Selected Firm will comply with all applicable laws, industry standards and applicable University policies 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 Selected Firm warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Selected Firm, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

V. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. The Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored

Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

W. Agreement Signature

Any resulting 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.

Attachment 3

Vice President for Management and Budget's Request for Commitment



Office of the Vice President for Management and Budget

Greetings:

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Colette Sheehy".

Colette Sheehy
Vice President for Management and Budget

Attachment 4

Certification of (vendor name)

I, (name of responsible individual) on behalf of (vendor name and address), certify and swear under penalty of law, that to the best of my knowledge, information and belief, all federal Rural Health Care Pilot Program support payments provided to (vendor name) for the supported sites will be used only for eligible Pilot Program purposes for which the support payment is intended, as described in the Pilot Program Order (WC Docket 02-60; FCC 07-498, released November 19, 2007) and consistent with related FCC orders, section 254(h)(2)(A) of the Telecommunications Act of 1934, as amended, and Parts 54.61 *et.seq* of the FCC's rules.

(Vendor name)

FCC SPIN

(Signature block and date)

NOTARIZED BY: (Notary stamp and signature)