

Contractual Provisions

- A. **Preparation & Submission of Response Proposal.** Any and all preparation costs incurred by a firm in developing and providing responses, demonstrations, or any other activity associated with responding to this Request for Proposal are the sole responsibility of the firm and will not be reimbursed by the Medical Center. All firms' proposals, responses and associated supporting materials shall become the property of the Medical Center. The Selected Firm's response(s) to this Request for Proposal will be incorporated within the signed contract to be negotiated between the Medical Center and the Selected Firm. Firm acknowledges that the Medical Center reserves the right to award in whole or in part, to one or more firms, or to cancel the RFP without award.

By submitting a response proposal to this Request for Proposal, a firm represents and warrants that

- This Request for Proposal and its specifications has been read and understood by the firm;
- The firm's response proposal is based upon items described in this Request for Proposal's documents and specifications without exception;
- The firm's response proposal has been arrived at independently and is submitted without collusion;
- No attempt has been made or will be made by the firm to induce any other firm that has received an invitation to respond to this Request for Proposal to not submit a proposal to the Medical Center.

Firms are required to disclose the following information and include it with their response to this Request for Proposal:

- The names of any University or Medical Center personnel that performed work or provided services of any kind to your firm and/or were compensated for performing work or providing services to your firm;
- A description of the work or services performed by University or Medical Center personnel for your firm;
- A summary of payments made by your firm to any University or Medical Center personnel; If no work or payments occurred as described above, an attestation that none occurred.

If a firm is awarded a contract, and if during the term of the contract the firm enters into any relationships with University or Medical Center personnel as described above, the firm shall promptly disclose such relationships to the Medical Center.

- B. **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 that may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the Medical Center does not discriminate against faith-based organizations.
- C. **Conflict of Interests.** The Selected Firm represents to the Medical Center that its entering into this Agreement with the Medical Center does not entail any violation of the Virginia State and Local Government Conflict of Interests Act.
- D. **Assignment.** Neither party to this Agreement will have the right to assign this Agreement neither in whole nor in part without the prior written consent of the other.
- E. **Amendments.** No amendment of this Agreement will be effective unless it is reduced to writing and executed by the Medical Center's authorized signatory 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.
- F. **Notices.** All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below:

Director, Medical Center Contracts and Procurement
University of Virginia Medical Center
P.O. Box 800705
Charlottesville, Virginia 22908

Or by overnight courier to the following address:

Director, Medical Center Contracts and Procurement
University of Virginia Medical Center
1300 Jefferson Park Avenue
West Complex, Room #1951
Charlottesville, Virginia 22903

If to the Selected Firm:

The person signing the Selected Firm's proposal in response to the Medical Center's Request for Proposal, 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.

- G. **Force Majeure.** Neither the Selected Firm nor the Medical Center shall be responsible to the other party for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.
- H. **Independent Contractor.** The Selected Firm is not an employee of the Medical Center, but is engaged as an Independent Contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the Medical Center, 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 that will bind the Medical Center or to otherwise act on behalf of the Medical Center, except as the Medical Center may expressly authorize in writing.
- I. **Worker's 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.
- J. **Drug-Free Workplace.** The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on Medical Center or 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 who 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.

- K. **Contract Administrator.** The Medical Center will identify a Contract Administrator for any Agreement that results from this Request for Proposal. The individual will be the point of contact at the Medical Center for day-to-day operations, but cannot approve amendments to the Agreement or price changes.
- L. **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.

- M. **Indemnification.** The Selected Firm will indemnify and hold harmless The Rector and Visitors of the University, the Commonwealth, and the employees and agents of each, from any and all property damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) and any other amounts arising out of the performance of the Agreement by the Selected Firm.
- N. **Governing Law.** This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia without giving effect to its provisions for conflict of laws. Jurisdiction and venue shall be in Virginia state courts.
- O. **Medicare Access.** Selected Firm agrees to make available upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement and such books, documents and records as may be necessary to verify the nature and extent of the costs of products and services rendered hereunder to the full extent required by the Centers for Medicare & Medicaid Services (CMS) Implementing Section 92 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. Section 1395x(v)(1)(1) or by any other applicable federal or state law.
- P. **Federal, State and Local Regulatory Requirements.** Both parties agree, during the Term of this Agreement and the Term of any subsequent agreement, to make best efforts in prospectively identifying and communicating to the other Party, changes required to accommodate all applicable changes in federal and state regulatory (including but not limited to Medicare and Medicaid) mandated requirements.
- Q. **Compliance with Standards of Care.** Selected Firm agrees to comply with all applicable standards of care and quality that are established by the Centers for Medicare and Medicaid Services (CMS), CMS approved accreditation organization (AO), and UVAMC for the services provided. UVAMC shall define timely care where appropriate and will evaluate the level of service provided by the Selected Firm via its Quality Reporting system and other area-specific evaluation methods. Selected Firm and UVAMC mutually will cooperate in all phases of applying, scheduling, preparing and executing surveys or inspections by CMS or AO as needed. Both parties agree to work cooperatively to implement changes, correct deficiencies or establish policies required and/or recommended by the inspecting agencies.
- R. **Change of Laws.** In the event there is a change in state or federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (commonly known as HIPAA), whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of counsel to the Medical Center renders any of the material terms of this Agreement unlawful or unenforceable, or does not accommodate the Medical Center's aim of complying with changes in such law, or meeting the standard of care that the Medical Center adopts in the good faith exercise of its business judgment, then the applicable term(s) of the Agreement shall be subject to re-negotiation and either party may request re-negotiation of the affected term or terms of the Agreement, upon written notice to the other party, to remedy such condition and conform the Agreement to the requirements of law. If such re-negotiation is unsuccessful within the 30-day period of time following written notification by the party requesting re-negotiation to the non-notifying party, then either party may terminate this Agreement without penalty.

In addition, either party shall have the right to request re-negotiation of the Agreement if, in good faith, counsel to either party determines in his/her judgment that the terms of this Agreement may reasonably be interpreted to violate any law or regulation applicable to it, which, if violated, would jeopardize the status of the University of Virginia Medical Center as a recipient of governmental funds for the provision of the healthcare services or the status of the University of Virginia or its Medical Center as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor statute. If such re-negotiation is unsuccessful within the thirty (30) day period of time following written notification to the non-notifying party of the notifying party's request to renegotiate, then either party may terminate this Agreement without penalty. **The Selected Firm may be required to sign a Business Associates Addendum (BAA) supplied by the Medical Center as part of its award documentation.**

- S. **Termination.** If the Selected Firm fails to provide quality services in a professional manner, solely as determined by the Medical Center, and, upon receipt of notice from the Medical Center, does not correct the deficiency, to the Medical Center's satisfaction within a reasonable period of time, not to

exceed 30 calendar days unless otherwise agreed to by both parties, the Medical Center reserves the right to terminate this Agreement by giving written notice to the Selected Firm. In addition, the Medical Center may terminate this Agreement anytime upon: 1) the occurrence of, or criminal indictment for, any act or omission by the Selected Firm or any of its assigned staff that is determined by the Medical Center or the University to be detrimental to its reputation, operations, or activities; or (2) the loss by the Selected Firm of the insurance required. Notwithstanding the above, the Medical Center reserves the right to terminate this Agreement without penalty or liability by providing a 30-day advance written notice to the Selected Firm.

In the event that any agreements that are awarded in conjunction with this Request for Proposal terminate for any reason within 6 months of their respective effective dates, the Medical Center reserves the right to re-open negotiations with and award agreements to one or more firms that were selected by the Medical Center to conduct further negotiations with as outlined above.

- T. **Non-Appropriation.** Funding for any Agreement between the Medical Center and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other agency 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 effective the last day for which appropriated funding is available.
- U. **Right of Audit.** The Medical Center reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the Medical Center's account at any time during the term of this Agreement and for three years thereafter.
- V. **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. During this Agreement's initial term, the price terms for the goods and services provided by the Selected Firm as set forth in the Agreement shall not be materially less favorable than the most favorable price terms granted by Selected Firm to any similar customer, unless Selected Firm provides the Medical Center a credit in the amount equal to the amount by which such price terms are less favorable.
- W. **Confidentiality.** The Selected Firm acknowledges and agrees that this Agreement creates a relationship of confidence and trust between Selected Firm and the University with respect to the University's confidential or proprietary information (the "Information") disclosed by the University to Selected Firm during the initial term or any renewal term of this Agreement. Such Information includes, but is not limited to patient information and information regarding quality assurance, risk management and peer review activities; information concerning any matters affecting or relating to the business or operations or future plans of University, any of its affiliates, or the University's Medical Center, including, but not limited to, the Medical Center's and the University's policies, procedures, rules, regulations, and protocols; names of clients, and marketing plans; sales and service manuals; and confidential or proprietary secret processes, formulas, techniques, and inventions (whether or not patentable).

To the extent allowed by applicable law, Selected Firm shall hold all Information disclosed to it by the University and all documents containing Information in trust and confidence at all times during the initial term and any renewal term of this Agreement and after the termination of this Agreement and shall refrain from disclosing any Information, except when specifically authorized to make such disclosure by an officer or other appropriate person of the University. This prohibition extends to, but is not limited to (a) the Selected Firm's divulging such information to any parent, subsidiary or other affiliate of the Selected Firm; and (b) the Selected Firm's divulging such information for the purpose of acting as an expert witness, reviewer, or consultant on behalf of a plaintiff or an attorney acting on behalf of a plaintiff, in a claim or action against the University or any of its affiliates. Selected Firm shall treat all Information as proprietary and confidential and with the same degree of care with which Selected Firm treats its own proprietary information, and shall not divulge or disclose any Information to any third party except with the prior written consent of the University, except as otherwise required by applicable law. Selected Firm agrees that it will not, without the prior written consent of the University, communicate any Information to any person, entity, or organization other than to those of its employees, agents, or consultants to whom it shall be necessary to disclose the Information in order to carry out the

purpose of this Agreement, except as otherwise required by applicable law. Selected Firm agrees to use its best efforts to prevent its employees, agents, and consultants from disclosing any Information to any other person, entity, or organization, subject to applicable law.

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 of Virginia Health System and with Health System 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..

- X. **Copyrights/Ownership 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, and the Selected Firm warrants to the University that the University will own all copyrights thereto and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims. UVaMC shall 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 Selected Firm shall execute any assignments or other documents needed for UVaMC to perfect such rights.
- Y. **Use of Agreement by Medical Center-Related Foundations.** Medical Center-related foundations may wish to purchase goods and services from the Selected Firm under the terms and conditions of any Agreement resulting from this RFP. The Selected Firm will respond promptly to such a request from any of these organizations, but is not required to enter into an equivalent agreement with the organization. A Firm's willingness to contract with these organizations will not be a consideration in awarding this RFP. Although these organizations may make such a request, their entry into any equivalent agreement with the Selected Firm is strictly optional at the discretion of the requesting organization and the Selected Firm
- Z. **Severability.** If any provision of this Agreement is held to be unenforceable or otherwise contrary to any applicable laws, regulations, or rules, such provision shall have no effect and shall be severable without affecting the validity or enforceability of the remaining provisions of the Agreement.
- AA. **Use of Standard Form Agreements.** The Medical Center may elect to incorporate standard form agreements provided by the Selected Firm for the mutual convenience of the parties. However, because certain clauses that may appear in these agreements are not acceptable to the Medical Center, and in consideration of the convenience of using such forms, the parties agree that, notwithstanding any provisions appearing in the Selected Firm's form agreements, none of the following provisions shall have any effect or be enforceable against the Medical Center:
- Requiring the Medical Center to maintain any type of insurance either for the Medical Center's benefit or for the Selected Firm's benefit;
 - Renewing or extending the Agreement beyond the initial term or automatically continuing the Agreement period from term to term;
 - Giving the Selected Firm the unilateral right to raise prices;
 - Requiring the Medical Center to indemnify or hold the Selected Firm harmless;
 - Imposing interest charges, past due charges, or finance charges;
 - Requiring the Medical Center to pay taxes of any kind;
 - Requiring the Medical Center to waive its right to a jury trial;
 - Requiring any total or partial compensation or payment by the Medical Center to the

- Selected Firm for lost profit, liquidated damages, or punitive damages;
- Requiring governing law to be any state other than the Commonwealth of Virginia;
- Delaying the acceptance of the Agreement or its effective date beyond the date of execution;
- Limiting or adding to the time period within which claims can be made or actions can be brought;
- Limiting the liability of the Selected Firm in any way;
- Permitting unilateral modification of the Agreement by the Selected Firm;
- Binding the Medical Center to any mediation or arbitration or to the decision of any mediation or arbitration board, commission, panel, or other entity;
- Obligating the Medical Center to pay costs of collection or attorney's fees;
- Granting the Selected Firm a security interest in the property of the Medical Center.

BB. 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:

Patricia Shifflett
 Contract Data Management Analyst
 E-mail: trishshifflett@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.

CC. Corporate Compliance. Selected Firm warrants that neither the Selected Firm nor any of its employees or agents are excluded or disbarred from participation in any federal program at the time of entering into this Agreement, and that neither it nor its employees or agents have been convicted of a crime related to provision of health care items or services for which one can be excluded under 42 U.S.C. Sec. 1320a-7(a). Selected Firm furthermore agrees that in the event it or any of its employees or agents become disbarred or excluded from federal programs or convicted of such a crime, it will immediately notify the Medical Center of this action in accordance with section E, "Notices" herein above. Failure to do so will constitute a material breach of the Selected Firm's obligations under this Agreement and will disqualify the Selected Firm from conducting further business with the Medical Center or the University.

DD. Procedure for Resolution of Contractual Claims. The Virginia Acts of Assembly of 2006, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the Medical Center 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 will have been given at the time of the occurrence or beginning of the work upon which the claim is based.

- The Procedure for Resolution of Contractual Claims is as follows:
 The Selected Firm must provide the written claim to:
 Director, Medical Center Contracts and Procurement
 University of Virginia Medical Center
 P.O. Box 800705
 Charlottesville, Virginia 22908
- Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a Medical Center department other than the one stated in Section A. above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Director if it wishes to pursue its claim.
- Upon receiving the written claim, the Director will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Director will contact the Selected Firm and arrange such

discussion. The manner of conducting such discussion will be as the Director and the Selected Firm mutually agree. The Director will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

- The Selected Firm may appeal the decision by providing a written statement explaining the basis of the appeal to the Chief Financial Officer for UVA Medical Center, within 15 days after the Selected Firm's receipt of the decision. The written request is to be sent to:

Chief Financial Officer
UVA Medical Center
1215 Lee Street, P.O. Box 800788
Charlottesville, Virginia 22908

- Upon receiving the written appeal, the Chief Financial Officer for UVA Medical Center will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Chief Financial Officer for UVA Medical Center will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Chief Financial Officer for UVA Medical Center and the Selected Firm mutually agree.
- The Chief Financial Officer for UVA Medical Center will mail his or her decision to the Selected Firm within 15 days after the Chief Financial Officer for UVA Medical Center's receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

EE. Litigation Warranty. Selected Firm warrants to the best of its knowledge that there is no claim, action, suit, trial, demand, arbitration, governmental investigation or other proceeding pending, or threatened against or involving Selected Firm or any of Selected Firm's assets that may adversely affect the ability of Selected Firm to enter into the Agreement and perform under its terms. There are no facts known to Selected Firm that may result in such litigation or investigation; and Selected Firm is not subject to or in default with respect to any judgment, order, writ, injunction, or decree of any court or any federal, state, local, or other governmental department, commission, or agency.

FF. Compliance with Laws. Selected Firm has all requisite governmental licenses, permits and authorizations necessary for the conduct of its business as currently conducted (the "permits", and all such permits are in full force and effect, and no violations exist in respect to any such permits, and no proceeding is pending or threatened to revoke or limit any permit. Selected Firm is not in violation of, and has not received notice of a potential violation of, any local, state, or federal law or regulation applicable to Selected Firm or its operations.

GG. Entire Agreement. The resulting Agreement and its Exhibits, together with any subsequent amendments, constitute the entire agreement between the parties as to the subject matter, and as of the effective date hereof supersedes all other agreements and understandings with respect to the subject matter.

HH. Permits. All construction and renovation work, as described in paragraph D.1 and D.2 of the University's Facilities Management Directive #562 - Building Permits and Project Permits (available at <http://www.fm.virginia.edu> , proceed through Online Resources/Documents and Forms/FM Directive on Building Permits and Project Permits) that is performed on the grounds of the University of Virginia (including its Medical Center) must comply with all requirements of the Commonwealth of Virginia's Uniform Statewide Building Code and the aforementioned Directive. Firms engaging in construction and renovation work as described in the aforementioned Directive shall complete and submit permit applications to the Facilities Planning and Construction office at the University's Department of Facilities Management (P.O. Box 400726, Charlottesville, Virginia 22904-4726; phone (434) 982-4371) and secure appropriate permits prior to commencing work. All building and project permits must be issued prior to commencing work. All permits must be publicly posted at each job site, and signed by the contractor upon completion of work.

Payments will not be made until the University's designated representative inspects and approves the work. Contractors whose bids or proposals require the use of this permit process must notify the University's Facilities Management department prior to submitting bids or proposals.

II. **Premier Agreements.** UVAMC participates in Premier's group purchasing program. The Selected Firm(s) shall identify any agreement between itself and Premier, which relates to the products and services outlined in this RFP. UVAMC reserves the right to access existing Premier agreements and/or renegotiate prices for items covered under Premier which subsequently become available to UVAMC after award or during the term of any agreement(s) that result from this RFP.

JJ. **DRA Compliance.** Vendor acknowledges that it has been provided a copy of the University of Virginia Medical Center's Compliance Code of Conduct and "Facts about False Claims" Appendix through <http://www.healthsystem.virginia.edu/internet/scm/>, describing the federal False Claims Act, the Virginia Fraud Against Taxpayers Act, the Medical Center's policies and procedures for preventing and detecting fraud, waste and abuse, and whistleblower protections in law and Medical Center policy for those reporting fraud, waste and abuse. To the extent required by law, Vendor agrees to require all its employees directly providing services under this agreement to comply with any and all applicable laws, rules or regulations related thereto.

KK. **Red Flag Rules Compliance.** In compliance with the Red Flags Rule at 16 C.F.R. §681, under the Fair and Accurate Credit Transactions Act of 2003, if the Selected Firm's activities under this Agreement make it a "service provider" under the Red Flags Rule, Selected Firm agrees to implement policies and procedures to detect relevant "red flags" of possible identity theft that may arise during [vendor's] performance of its obligations under this Agreement, and to report to UVaMC any red flags of which it becomes aware.

LL. **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 Accounts Payable, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

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

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 in order to provide any and all additional discounts that may result from this payment method. 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. Selected Firm shall timely provide invoice to the University upon provision of goods and services under this Agreement. All invoices must be timely submitted to the University for payment availability within the fiscal year the goods and services were received. Selected Firm acknowledges that any failure to timely submit an invoice within the fiscal year funding the contract may result in non-payment.

MM. **Unauthorized Alien.** 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 resulting Agreement, it shall not knowingly employ an unauthorized alien.

NN. **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. Selected Firm is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.