

**REQUEST FOR PROPOSALS – UNSEALED**

**ISSUE DATE:** April 23, 2013

**RFP NUMBER AND TITLE:** URFP 13-91 Affirmative Action Plan/Reporting Services

**COMMODITY CODE:** 91866, 91865, 91885

**ISSUING AGENCY:** Commonwealth of Virginia, University of Mary Washington, Eagle Village Executive Offices, 1125 Jefferson Davis Hwy., Suite 480, Purchasing Office, Fredericksburg, Virginia 22401

**LOCATION WHERE WORK WILL BE PERFORMED:** Fredericksburg, Virginia

**PERIOD OF CONTRACT:** Date of Award through two years, with up to eight (8) one-year renewal options.

**INFORMAL UNSEALED PROPOSALS DUE DATE AND TIME:** Unsealed Proposals for furnishing the goods/services described herein will be received until May 6, 2013; 3:00 PM. *Proposals may be sent via fax to 540/654-1168 or preferably via email to [mkishpau@umw.edu](mailto:mkishpau@umw.edu).* If hand delivered, it is the responsibility of the offeror to ensure that the proposal is submitted in an envelope or container that clearly identifies the contents as a proposal submission in response to this Request for Proposals *as well as provision of a separate redacted proposal if proprietary information is submitted.* Also see section IV herein. Proposals must reach the above-provided email address, fax, or physical location by the designated date and time in order to be considered.

**QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to Melva A. H. Kishpaugh, VCO; [mkishpau@umw.edu](mailto:mkishpau@umw.edu), referencing this solicitation by number and title. *No questions will be accepted after May 1, 2013, 4:00 PM.*

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Firm Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation and the Undersigned Firm hereby certifies that all information provided below and in schedule or attachment of this document is true, correct and complete. ***THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL.***

Virginia Contractor License No. : \_\_\_\_\_  
Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

**EVA Vendor ID or DUNS number** \_\_\_\_\_  
**FEIN#** \_\_\_\_\_ **SCC#** \_\_\_\_\_

**NAME AND ADDRESS OF OFFERING FIRM:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(PLEASE PRINT)

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(SIGNATURE IN INK)

PRINTED NAME: \_\_\_\_\_

Zip Code: \_\_\_\_\_  
TEL: ( ) \_\_\_\_\_ - \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ - \_\_\_\_\_

TITLE: \_\_\_\_\_  
E-mail: \_\_\_\_\_

DMBE Cert.# \_\_\_\_\_ Exp. Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Check all that apply: Small Business: \_\_\_\_  
Minority-Owned: \_\_\_\_ Women-Owned: \_\_\_\_

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

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- I. **PURPOSE:** The objective of this solicitation is to establish a term contract through competitive negotiations with one qualified firm to furnish affirmative action reporting (plan) services for The University of Mary Washington, an agency of the Commonwealth of Virginia.
- II. **ORGANIZATIONAL OVERVIEW & BACKGROUND:** The University of Mary Washington is a coeducational, state-supported institution of the Commonwealth of Virginia enrolling a total of approximately 5,000 undergraduate and graduate students. The institution currently consists of three academic campuses and three colleges – Arts and Sciences, Business and Education. UMW also recently developed a Center for Economic Development, which connects faculty and students with regional initiatives and businesses seeking their assistance.

UMW offers attributes typically associated with the best private liberal arts colleges – personal attention to students, high caliber academic programs, and excellent quality of life – in combination with the cost and resource advantages of a state-supported institution. Other major advantages are the University's beautiful Fredericksburg campus and its proximity to Washington, D.C., and Richmond, Virginia.

Until recently the University has been accessing a cooperative contract for services required in this Requests For Proposals (RFP) made available by another state agency which has since expired.

- III. **SCOPE OF SERVICES (STATEMENT OF WORK):** The University requires a firm to provide the following services:
  - A. Produce a federally compliant affirmative action plan.
  - B. Determine the internal and external availability; identify the most current and up to date availability that is relevant for higher education institutions.
  - C. Prepare the Two-Factor Analysis and supporting documents.
  - D. Perform the utilization analyses.
  - E. Calculate goals and timetables.
  - F. Deliver a complete set of compliant affirmative action reports in printed form with the appropriate narrative texts.
  - G. Prepare a compensation analysis to identify potentially discriminating pay practices and to meet the requirements of compensation audits performed by the Office of Federal Contract Compliance Programs (OFCCP).
  - H. Service and support over the life of the contract, including phone and technical support.
  - I. Provide diversity reports that include breakdowns of the data to executive level (President and Provost, 3 Senior VP reports).
  - J. Prepare special reports as needed by UMW.

#### IV. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

##### A. **GENERAL REQUIREMENTS FOR PROPOSAL PREPARATION:**

1. All information requested must be submitted. Failure to submit all information requested may result in request for prompt submission of missing information and/or a lowered evaluation of the proposal. Offerors may be given an opportunity to correct a deficiency in their proposals, within an appropriate period of time, as determined by the purchasing office. Offerors who fail to submit

required documentation or meet mandatory requirements, in such time for evaluation purposes may be eliminated from further consideration.

2. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses. The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal. The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor informalities, or to negotiate with all responsible vendors in any manner necessary to serve the best interests of the University.
3. Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. *However, the classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.*
4. In order to be considered for selection, Offerors must submit a complete response to the RFP (emailed proposal) *If the proposal is marked as containing any proprietary information (see A-3 above) a separate electronic media submission is required to be submitted with the proposal package which is clearly marked as a 'redacted version' of the Offeror's proposal.* No other distribution of the proposals shall be made by the offeror. *If the proposal addressing an unsealed RFP is emailed as is preferred by the University, no additional media submission is required. If the proposal is hand delivered or faxed, an electronic version (flash drive) is required. If any information in the proposal is marked as proprietary, an additional electronic version (email or flash drive) with proprietary information redacted is required (see A-3 above).*
5. Proposals should be as thorough and detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following information/items as part of a complete proposal:
  - a) The RFP Cover sheet must be completed and signed by an authorized representative (able to be contractually obligated) of the offering vendor and returned with the RFP package. Any addenda should be acknowledged by signature and returned with the RFP package.
  - b) A brief background statement describing the company should be enclosed.
  - c) Specific Format for delivered printed proposals: Proposals, in accordance with the university's sustainability initiatives, must be prepared simply, economically, and with the ability to be recycled. A simple staple, a binder clip, or if necessary, a re-usable 3-ring binder are all university-preferred methods to hold dual-side printed proposal documents. Only send the quantity of copies requested in the RFP. It is preferable that semi-permanent bindings made of non-recyclable materials (i.e. plastic combs, spiral wire) are not used to bind documents. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. Emphasis should be on completeness and clarity of content; providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP.
6. Include any other information which the vendor feels the university should consider in evaluating its proposal.
7. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the university. This will provide an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. Oral presentations are an option of the university and may not be conducted. Therefore, proposals should be complete.
8. Due to the nature of this request for proposals, the University may find it necessary and reserves the right to arrange a site visit or visits which may be unscheduled.

**B. SPECIFIC SUBMISSION REQUIREMENTS FOR RFP PACKAGE:** The minimum requirement for a complete proposal which will be considered is outlined below. This information should be submitted in the format outlined below with tabs.

1. Capability: Describe the firm's capability to provide successful services if awarded; including but not limited to the following:
  - a. Provide a brief description and history of the firm including whether it is a corporation, partnership, or sole proprietorship. Describe the Offeror's background and the nature and scope of its operation.
  - b. Provide general information regarding the individuals who will be assigned to provide the required service to the University. Include a description of their experience in providing similar services for institutions of higher education, state agencies or other governmental entities.
2. References and Client History: The Offeror must provide a list of current higher education, state agencies or other governmental client accounts to include contact name, phone number and email, length of service of the account, and sales volumes. Additionally, the Offeror must also provide a list of lost accounts during the previous three years; to include contact name, phone number and email, length of service, and reasons for the loss of the account.
  - a. Provide four (4) references, preferably in higher education or public administration (government), for which the firm has provided services similar to those described in the RFP. Include dates the services were furnished, the client name, address, contact name, email address and phone number of the individual that the University has your permission to contact. Describe successful and unsuccessful services provided to similar clients over the past five years including remedies for unsuccessful ventures.
  - b. Provide a list of clients lost within the last three years which includes a contact name, email address and phone number, length of service of the account, and the reason for the loss. A loss would include clients that ceased doing business with the firm because of dissatisfaction with the services, or during a contract re-solicitation.
3. Plan & Methodology: Describe the firm's specific plan to meet the requirements in the scope of work. The Plan must include the following:
  - a. Provide a detailed description of the firm's specific plans for providing the required services outlined in the Scope of Work.  
Please include:
    - i. Sample plan/reports
    - ii. Any other products or services that the firm is capable of offering in addition to the required services that would add value to the contract.
4. Pricing:
  - i. Provide complete annual pricing for provision of all requirements detailed in the Statement of Needs (Scope of Work).
  - ii. Any additional offerings
5. Provide any additional information that should be considered in evaluating the firm's proposal.
6. Return with the proposal package the completed RFP front page, SCC#, and Small Business Subcontracting Plan.

**V. TIME LINES AND KEY DATES:**

- A. Emailed questions from Offerors accepted only through 5/1/2013
- B. Proposals are Due: 5/6/2013; 3:00 PM

- C. Initial Evaluations complete & Score Sheets due: 5/10/2013
- D. Tentative Proposal Clarifications complete: May 10, 2013
- E. Tentative Negotiations complete: 5/17/2013
- F. Tentative Intent to Award or Award: 5/24/2013
- G. Tentative Post-Award Conference (if necessary) : week of 5/27/2013
- H. Tentative Commencement of Contract: 6/3/2013

**VI. EVALUATION AND AWARD CRITERIA:** The selected vendor(s) must have the demonstrated ability to successfully conduct the type of work specified in the scope of work.

**A. Evaluation Criteria:** Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Offeror's capability – Experience with Higher Education or Government clients, personnel proposed	20
References & Client History: Higher education or other governmental references, sound client history	15
Quality of plan, general proposal quality,	25
Pricing	20
Small Business Subcontracting Plan	20
<b>Total</b>	<b>100</b>

**B. Award of Contract:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the vendor shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**VII. CONTRACT ADMINISTRATION:**

- A. The Associate VP of Human Resources and Affirmative Action, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Purchasing Department.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services.
- C. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University Procurement Services department through a written two-party modification to the contract.

VIII. **GENERAL TERMS AND CONDITIONS:** Please refer to <http://www.eva.virginia.gov/aspm-manual/aspm-manual.htm> Appendix B, Section I for the Commonwealth of Virginia's Non-Negotiable Required General Terms and Conditions of this Solicitation.

IX. **SPECIAL TERMS AND CONDITIONS:**

**ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**ADDITIONAL USERS – USE OF AGREEMENT BY THIRD PARTIES:** It is the intent of this 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.

1. 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.

2. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

**AVAILABILITY OF FUNDS:** It is understood and agreed between the parties that UMW shall be bound hereunder only to the extent of funds available or which hereafter may become available for the purpose of this agreement.

**AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to UMW or other athletes, faculty, staff, students, parents of students, or others will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

**IDENTIFICATION OF PROPOSAL ENVELOPE:** *(Please note that emailed proposals is the preference for this solicitation.)* The signed proposal should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package.) The envelope should be addressed as directed on Page 1 of the solicitation:

FROM: \_\_\_\_\_  
Name of Offeror                      Due Date                      Time

\_\_\_\_\_                      \_\_\_\_\_                      Street or Box No.  
RFP No.

\_\_\_\_\_                      \_\_\_\_\_  
City, State, Zip                      RFP Title

**INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of UMW, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make

commitments which shall bind UMW or to otherwise act on Behalf of UMW, except as UMW may expressly authorize in writing.

**\*eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one or more purchase orders with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

*\*although the awarded successful vendor shall be required to self-register as an eVA vendor, travel is exempted from eVA entry and no purchase orders will be issued through eVA for purchases related to travel.*

**OFFEROR'S REPRESENTATION:** Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract.

**EXTRA CHARGES PROHIBITED:** The pricing provided under the resulting contract shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees for the use of the credit card for payment of invoices or any order-associated eVA fees. The Commonwealth expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If

the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via credit card for invoices \$50,000.00 or less.

**FORMAL SOLICITATION COMMUNICATIONS/DISQUALIFICATION OF OFFERORS:** Informal Communications - From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the University rejects all proposals, informal communication regarding this procurement shall cease. Informal communication shall include, but not be limited to:

- a. Requests from Offerors to any departments of the University, with the exception of Purchasing, for information, comments, etc.
- b. Requests from any department at the University of any employee of the Offeror, with the exception of Procurement Services, for information, comments, etc.
- c. Contact with any individuals participating on the selection committee.

Formal Communications - From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Offeror, and all other Offerors have been notified, or when the University rejects all proposals, all communications between the University and the Offerors will be formal as provided for in this RFP or as requested by Procurement Services. Formal communication shall include, but not be limited to:

- a. Pre-proposal conference
- b. Oral presentation, if requested
- c. Site visits, etc.

*ANY FAILURE TO ADHERE TO PROVISIONS SET FORTH ABOVE MAY RESULT IN THE REJECTION OF ANY OFFERORS PROPOSAL AND CANCELLATION OF THIS REQUEST FOR PROPOSAL.*

**INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

**PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

**SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

A. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a \_\_\_\_\_ (insert monthly, quarterly, or other frequency) \_\_\_\_\_ basis, evidence of compliance (subject only to insubstantial

shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a \_\_\_\_\_ (insert monthly, quarterly, or other frequency) basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**CONTINUITY OF SERVICES:**

a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for eight (8) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the all services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the all services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

**For assistance in complying with the above requirement please read the following:**

The link below takes you to the SCC document which provides information for foreign firms pertaining to exclusions to the requirement to register with the SCC. Note that a foreign firm is defined as “organized or existing under the laws of a state or jurisdiction other than Virginia”.

<http://www.scc.virginia.gov/clk/befag/forinva.aspx#a1>

**X. METHOD OF PAYMENT:** The contractor shall be paid using one of the following two methods for all University initiated procurements:

1. Small Purchase Charge Card (SPCC): At the time of verified receipt of contracted goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently Bank of America Visa. *If the contractor’s eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via credit card for invoices \$50,000.00 or less.*
  - a. *Rooms that are reserved by authorized University staff should be billed directly to the University at the address listed below.*
2. Payment (by check or ACH) will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984
3. *To be considered eligible for payment, **all invoices must be received at the following address:***  
*University of Mary Washington*  
*Attn.: Accounts Payable*  
*1301 College Avenue*  
*Fredericksburg, VA 22401*

**XI. ATTACHMENTS:**  
Small Business Subcontracting Plan  
SCC Form

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

**Small Business Subcontracting Plan**

***MUST be completed and returned with Bid or Proposal Package***

**DEFINITIONS:**

**"Small business"** means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification. (Code of Virginia, § 2.2-4310)*

**"Women-owned business"** means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

**"Minority-owned business"** means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. *(Code of Virginia, § 2.2-4310)*

**Bidder Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**INSTRUCTIONS:**

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

**Section A**

If your vendor is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

\_\_\_\_\_ Small Business \_\_\_\_\_ Small and Minority-owned Business \_\_\_\_\_ Small and Women-owned Business

Certification# \_\_\_\_\_ Date: \_\_\_\_\_

**Section B**

Populate the table below to show your vendor's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
<b>Totals \$</b>					

## State Corporation Commission Form

*STATE CORPORATION COMMISSION FORM: Required of all bidders pursuant to Title 13.1 or Title 50 (See Appendix B, Section II, 64.). Include SCC Form, Annex 6-J, in Invitation for Bids.*

### **Virginia State Corporation Commission (SCC) registration information. The bidder:**

is a corporation or other business entity with the following SCC identification number:

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -

**OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):