

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: 6 May 2016 **COMMODITY CODE(S):** 95207

RFP NUMBER & TITLE: UCPUMW 16-530 Drug Testing Services

ISSUING AGENCY & ADDRESS: University of Mary Washington
Procurement Services, Eagle Village Executive Offices, Suite 480
1125 Jefferson Davis Hwy., Fredericksburg, VA 22401

WORK LOCATION: Fredericksburg, Virginia

PROPOSAL DUE DATE & TIME: **6 June 2016 10:00AM**

PRE-PROPOSAL CONFERENCE: ☐ Optional ☐ Mandatory ☒ N/A **PRE-PROPOSAL LOCATION:** N/A

PRE-PROPOSAL DATE/TIME: N/A

CONTRACT OFFICER: Pat Canciglia **EMAIL:** pcancigl@umw.edu

PERIOD OF CONTRACT: Date of award through one year with ten renewable one-year options.

QUESTIONS/INQUIRIES: All inquiries for information should be directed via email to the contract officer listed above, referencing the solicitation by name and number. No questions will be accepted after **20 May 2016**.

PROPOSALS: Sealed Proposals must reach the above address and department by the deadline stated in order to be considered. It is the responsibility of the offeror to ensure that the proposal is submitted in a package that clearly identifies the contents as a proposal submission in response to this RFP. Also reference section V herein. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information; Reference Section V.3 stipulations. All resulting contracts will be made available through UMW's Public Contracts Gateway <https://umw.cobblestonesystems.com/public/>.

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.

Name of Offering Firm: _____

Address of Offering Firm: _____

Check All That Apply: ☐ Micro Business ☐ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

RFP Notification received via: ☐ eVA ☐ Newspaper ☐ Other: _____

DSBSD Certification No.: _____ Expiration Date: _____

Virginia Contractor License No.: _____ Class: _____

Specialty Codes: _____ SCC No.: _____

eVA Vendor ID or DUNS No.: _____ FEIN: _____

Submitted By (Print Name & Title): _____

Email: _____ Telephone: _____

Website: _____ Fax: _____

Signature (In Ink): _____ Date: _____

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 contract with a single qualified contractor with an office within a 15-mile radius of the Fredericksburg campus to provide Drug Screening Services for the University of Mary Washington's (UMW) intercollegiate student-athletes, potential employees, and employees. It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor. Participation in this cooperative procurement is strictly voluntary.
- II. **ORGANIZATIONAL OVERVIEW:** The University of Mary Washington (UMW) 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 as well as a Center for Economic Development, which connects faculty and students with regional initiatives and businesses seeking their assistance. Additional information is available at <http://www.umw.edu/about/>. The UMW Eagles are a Division III Member of the NCAA with an average of approximately 500 student athletes in any given academic year.
- III. **BACKGROUND:** UMW Athletics does not approve of, excuse, or condone the use and/or abuse of illegal drugs (e.g., marijuana, speed, LSD, barbiturates, cocaine, ecstasy, heroin, PCP, GHB, etc.) by student-athletes. The use of such drugs can be harmful to the individual, affect athletic performance, negatively affect the performance of the team, and put the individual and members of the individual's team in danger. UMW has developed a drug testing, counseling and education program for its student athletes. A part of the program consists of urine drug screening. The program is required of all student-athletes including scholarship and non-scholarship student athletes. All student-athletes are required to participate in the drug testing program as long as they are associated with the Athletic Department.

In addition, UMW is committed to a workforce free from adverse effects of alcohol and other drugs. Consequently some positions require alcohol and drug testing before final employment and ongoing random alcohol and drug testing.

IV. **SCOPE OF SERVICES (STATEMENT OF WORK):**

- A. UMW requires the services of a contractor that shall provide non-steroid drugs of abuse screening performed by immunoassay for the following:

| Drug | Screening Sensitivity | Confirmation Sensitivity |
|----------------------|-----------------------|--------------------------|
| Amphetamines/Ecstasy | 300ng/mL | 100ng/mL |
| Barbiturates | 200ng/mL | 100ng/mL |
| Phencyclidine (PCP) | 20ng/mL | 10ng/mL |
| Cocaine | 100ng/mL | 50ng/mL |
| Nitrates | 200mcg/mL | 200mcg/mL |
| Opiates | 100ng/mL | 50ng/mL |
| Benzodiazepines | 200ng/mL | 100ng/mL |
| Cannabinoids | 20ng/mL | 5ng/mL |
| LSD | .5ng/mL | .2ng/mL |

- B. Collection samples shall follow "chain of custody" collection techniques.
- C. All non-negative tests shall be confirmed and performed by gas chromatography mass spectrometry upon request by UMW.
- D. Urine and blood samples will be collected by Contractor Personnel.
- E. The contractor personnel will be responsible for paperwork as follows: Signing consent forms; Initialing urine or specimen bottles; and Indicating any prescription/nonprescription medication taken within the last 30 days.

- F. Results of tests shall be faxed or sent electronically to UMW Athletics Department within 72 hours for drugs of abuse screening.
- G. The schedule for testing will be established by UMW Athletics Department. This may require service from the contractor within 24 hours of notification.
- H. All supplies for administering tests shall be supplied by the contractor.
- I. Labor and transportation for the sample pickup shall be provided by the contractor.
- J. Estimated Annual quantities are listed below. Quantities set forth in this solicitation are estimates only. The Contractor shall supply actual quantities ordered, regardless of whether such total quantities are more or less than those shown:

Student Athletes Drugs of Abuse Screening: 55 Tests Per Semester.
Pre-Employment and Random Drug Testing for Staff/Employees: 50 Tests Per Year.

- K. The Contractor shall provide advice and scientific analysis for any questions submitted from UMW Athletics concerning testing, policy construction, and positive results. The contractor shall provide information on future topics concerning drug abuse in college athletes.

V. 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 the purchasing vendor requiring prompt submission of missing information and/or giving 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. However, the University has the right to accept the best proposal as submitted, without negotiation, and may do so; therefore, vendors should not rely on having a chance to negotiate and adjust their proposals.
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 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.*
 - a. *Please note that UMW's Public Contract Gateway will publish contract documents, in their redacted digital version as provided by the contractor. No contractor-indicated proprietary data, in compliance with the stipulations detailed above, will be made publically available by UMW.*
4. In order to be considered for selection, Offerors must submit a complete response to the RFP. If proposal is submitted in person, **one (1) original and three (3) copies** of each proposal must be submitted to the university. If your proposal includes proprietary information and you are invoking protection from disclosure under § 2.2-4342F of the Code of Virginia, *you must submit one (1) redacted copy of the proposal clearly marked with the words "REDACTED COPY" on the cover. No other distribution of the proposals shall be made by the offeror.*
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, and any addenda, must be completed and signed by an authorized representative (able to be contractually obligated) of the offering vendor and returned with the RFP package.
 - b. A brief background statement describing the company should be enclosed.
 - c. Specific Format: 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.

B. SPECIFIC SUBMISSION REQUIREMENTS FOR THE RFP PACKAGE: The Offeror should provide the following information tabbed as follows:

1. Qualifications and Experience: Describe the Offeror's **qualifications and experience** in providing Urine Drug Screening Services. Provide **four (4) recent references**, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual UMW has your permission to contact.
2. **Written Plan for providing Urine Drug Screening Services:** Describe your plan for providing Urine Drug Screening Services for UMW's Department of Athletics. Include the services offered and the procedures and protocols involved.
3. **Pricing:** Provide a **full price schedule for all available services** and include specific pricing for this contract as indicated below:

Athletes Drugs of Abuse Screening estimated 55 tests per semester @ \$_____/test = \$_____ per semester.

Employee Pre-Employment and Random Drug Testing 50 tests per year @ \$_____/test = \$_____ per year.

4. Describe price firmness and your plan for conveying price increases/decreases for renewal periods of any resulting contract. **It is highly desired that the Offeror propose discounts and value-added options** that have not been specifically called out in this solicitation such as "at no cost" options, internships, sponsorships, as well as discounts for UMW and potential clients that are associated with the resulting contract.
5. Small Business – The Commonwealth of Virginia has established a goal of 42% for Small, Women and Minority Owned Business participation. **Please identify your small business standing in the Commonwealth of Virginia.** If you are not a small business, please identify any planned subcontracting and identify those subcontractors who are certified as SWAM in the Commonwealth of Virginia.

VI. TIME LINES AND KEY DATES:

- A. Questions from Offerors accepted only through 20 May 2016
- B. Proposals are Due: 6 June 2016
- C. Initial Evaluations complete & Score Sheets due: 13 June 2016
- D. Proposal Clarification questions to Procurement Services: 15 June 2016
- E. Tentative Proposal Clarifications complete and/or presentations (save the date): 17 June 2016
- F. Tentative Negotiations to be complete: 20 June 2016
- G. Award consensus recommendation: 27 June 2016
- H. Tentative Award: 1 July 2016
- I. Tentative Commencement of Contract (signed): 1 July 2016

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

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

| Criteria | Point Value |
|---|-------------|
| Offeror's Qualifications and Experience | 25 |
| Written Plan for Providing Urine Drug Screening Services | 25 |
| Pricing (At No Cost Options, Internships, Sponsorships, Discounts). | 25 |
| Small Business Standing or Subcontracting Plan | 25 |
| Total | 100 |

- B. **AWARD:** The University shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The University reserves the right to make multiple awards as a result of this solicitation. Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

VIII. CONTRACT ADMINISTRATION:

- A. The UMW Head Athletic Trainer 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. 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 Purchasing Department through a written two-party modification to the contract.

- IX. GENERAL TERMS AND CONDITIONS:** Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: <http://adminfinance.umw.edu/procurement/files/2014/11/UMW-General-Terms-and-Conditions-Nov14.pdf>

X. SPECIAL TERMS AND CONDITIONS:

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.

AWARD: The University shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The University reserves the right to make multiple awards as a result of this solicitation. Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Bidder/Offeror's bid or proposal package.

The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. 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 Contract no matter the circumstances.

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

PROPOSAL ACCEPTANCE PERIOD: Any offer in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

CANCELLATION OF CONTRACT: The University 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.

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.

IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package):

FROM: _____
Name of Offeror Due Date Time Street or Box No.
RFP No. _____
City, State, Zip RFP Title

The envelope should be addressed as directed on Page 1 of the solicitation.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for ten (10) successive one-year periods, or as negotiated, under the terms and conditions of the original contract except stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- i. If the University 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 all the services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- ii. 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.

E-VERIFY PROGRAM: Effective 12/1/2013, and pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. *If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.*

FISCAL YEAR PROCESSING: The University of Mary Washington's fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services. Payment will be made for the first year of the initial two (2) year contract term in FY14 which begins July 1, 2013. Payment for the second year of the initial two (2) year term will be made in FY15 beginning July 1, 2014.

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.

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the goal of the Commonwealth that 42% 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 Virginia Department of Small Business and Supplier Diversity (DSBSD)-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 DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD 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 DSBSD 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 DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- A. 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 monthly or quarterly 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:

1. Name of firm with the DSBSD certification number
2. Phone number
3. Total dollar amount subcontracted
4. Category type (small, women-owned, or minority-owned)
5. 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.

- B. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly or quarterly basis, information on use of subcontractors that are not DSBSD-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.

REPRESENTATIONS, WARRANTIES, AND CERTIFICATION BY THE CONTRACTOR. The University has entered into this Contractor in reliance on the Contractor's representations and warranties to the University as follows:

- a. The Contractor has and at all times during the initial term and all renewal terms of this Contract shall continue to maintain, a valid, unrestricted license under the laws of the Commonwealth of Virginia;
- b. The Contractor has never been reprimanded, sanctioned, disciplined or excluded by any licensing board, state, medical society, specialty board, or health care facility.
- c. The Contractor's license has never been suspended, curtailed, denied, restricted, or revoked by the Virginia Board of Medicine, the District of Columbia Board of Medicine, or by any other state licensing board;
- d. The Contractor is not subject to, and has never been subject to, any disciplinary order, sanction, exclusion or decree of any federal or state governmental agency having jurisdiction over the practice of medicine or of any federal or state health program, including the Medicare or Medicaid program; and
- e. The Contractor has extensive experience in drug testing.

INDEPENDENT CONTRACTOR – The Contractor shall at all times, be an independent contractor and not an employee or agent of the University, and shall not hold himself out as an employee or agent of the University. The University, its employees and agents, shall at all times, be independent contractors and not employees of the Contractor, and shall not hold themselves out as employees or agents of the Contractor. Neither party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or

requirement of any governmental body. Nothing in this contract is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or the manner in which their employees or agents perform the services which are subject of this Contract.

The parties intend that this Contract shall not be construed to authorize the University to interfere with, direct or control the Contractor-patient relationship between the Contractor and the Contractor's patients or the methods, techniques, practices, or schools of practice utilized by the Contractor in the Contractor's practice of medicine.

COOPERATION REGARDING CLAIMS AND LITIGATION – The Contractor agrees that the Contractor and the Contractor's employees, agents, representatives, and attorneys shall cooperate fully with the University, its duly authorized employees, agents, representatives, and attorneys, to investigate, defend, or prosecute incidents involving potential claims, claims for injuries and lawsuits. The Contractor agrees to make all documents available to the University, its duly authorized employees, agents, representatives, and attorneys in conjunction with any incident, claim, or lawsuit filed after the termination of this Contract, but involving circumstances which occurred during the Term of this Contract. Notwithstanding the foregoing, no party shall be required to disclose information that is subject to attorney-client privilege or attorney work product protection. The parties agree that the obligations of the Contractor under this Section shall survive termination or expiration of this Contract.

NO ASSIGNMENT OF SUBCONTRACT. Neither this Contract, nor any of the duties and responsibilities of the Contractor pursuant to this Contract may be assigned or subcontracted by the Contractor, except as noted herein.

OWNERSHIP OF/ACCESS TO RECORDS. All books, records, lists, charts, forms and other typed or printed materials, whether furnished by the University or prepared by the Contractor while providing services on campus under this Contract, including but not limited to treatment records, policies, protocols, procedures, reports, which contain any information relating to the University students or the University, shall be the sole property of the University and, if created by the Contractor, shall be deemed to be work for hire. All such materials shall be returned to the University upon termination of this Contract. The Contractor shall not make nor retain any copies of any materials relating to the University that are created by the Contractor or provided to the Contractor during the term of this Contract or after termination of this Contract without the prior written consent of the University.

Subject to applicable laws and regulations governing the privacy of health records, the University shall have the right to examine any records, charts or other materials prepared or completed by the Contractor in the performance of Contractor's duties and responsibilities of this Contract.

CONFIDENTIALITY. The Contractor agrees that the Contractor shall not at any time during or after the term of this Contract, without the prior written consent of the University, disclose to any other person (including without limitation other Contractors employed by or under contract to the University, but excluding the Contractor's attorney or accountant) the terms or substance of this Contract. This confidentiality provision shall survive termination or expiration of this Contract, regardless of cause. The existence of any claim or cause of action against the University by the Contractor, whether predicated on this Contract or otherwise, shall not constitute a defense to enforcement of this provision.

RETURN OF UNIVERSITY PROPERTY. Upon termination or expiration of this Contract for any reason whatsoever, the Contractor shall return to the University, all books, records, lists, charts, forms, and other written, typed or printed materials, whether furnished by the University, or prepared by the Contractor, which contain any information relating to the University, its subsidiaries and affiliates, and its or their business, activities, or existing or prospective customers or clients. The Contractor shall neither make nor retain any copies of such materials after termination of this Contract without the prior written consent of the University.

HIPPA COMPLIANCE. Contractor warrants that, with regard to the Health Insurance Portability and Accountability Act (HIPPA) it complies with the Code of Federal Regulations (CFR). These requirements are in accordance with the regulations at 45 CFR 164.502(e), 16.504(e) and 164.314(a), issued under HIPPA of 1996, as amended by Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) and regulations promulgated thereunder; and for further applicable HIPPA developments published after enactment of P.L. 111-5, including statutes, case law, regulations and other agency guidance. Contractor warrants that it shall comply with the regulations to protect health information as defined in 45 CFR.160.103, which also sets forth the definition of health information, including genetic information as clarified by P.L. 110-233 and applicable regulations. (<http://www.gpoaccess.gov.cfr/>)

XI. METHOD OF PAYMENT: The contractor shall be paid using one of the following three methods:

1. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale. *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.*
2. "ePayables" through Bank of America: All payments under ePayables will have a *net 16* payment term. For more information about this payment option, please view <http://www.bankofamerica.com/epayablesvendors> or contact UMW's Accounts Payables department at payables@umw.edu .
3. 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
4. *To be considered eligible for payment, all invoices must be received at the following address and should reference the eVA purchase order and UMW contract numbers:*
University of Mary Washington
Attn.: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401.

XII. ATTACHMENTS:

Small Business Subcontracting Plan
SWaM Initiative letter
SWaM Subcontractor Reporting instructions

SMALL BUSINESS SUBCONTRACTING PLAN
MUST BE COMPLETED AND RETURNED WITH BID OR PROPOSAL PACKAGE

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 (Customer Service).

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)*

"Woman-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: ☐ Small Business ☐ Small and Woman-Owned Business ☐ Small and Minority-Owned Business

DMBE Certification No.: _____ Expiration 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.

Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

| Small Business Name, Address & DMBE Certificate # | Indicate if also: Women (W) or 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 |
|--|--|--|--|--|---|
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total Planned Subcontracting Spend (\$) | | | | | |

SAMPLE ONLY
Contract #XX-XX
UNIVERSITY OF MARY WASHINGTON
Commonwealth of Virginia
Standard Contract/Master Agreement

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This contract entered into this XX day of Month 2016 by CONTRACTOR NAME, hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington called the "Purchasing Agency", or UMW.

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

SCOPE OF SERVICES: The Contractor shall provide the services described herein.

PERIOD OF CONTRACT: DATE; through DATE with an option to renew for an additional (OPTIONAL RENEWALS IF ANY) additional TERM periods.

COMPENSATION AND METHOD OF PAYMENT: Will be in accordance with the contract documents.

CONTRACT DOCUMENTS: The contract documents shall consist of this signed Contract, the general conditions, special conditions, Offeror's proposal, subsequent clarifications and modifications as described in Attachment I, all of which are incorporated herein by reference and constitute the "contract documents."

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FEI/FIN# _____

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 basis prohibited by state law relating to discrimination in employment.

Greetings:

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

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

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

As a state agency, this effort is important to us. This is another way that UMW can partner with your company to make things better.

A SWaM reporting template is located on our Procurement Services website at <http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting>.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard R. Pearce". The signature is fluid and cursive, with a large initial "R" and a stylized "P".

Richard R. Pearce

Vice President for Administration and Finance and CFO