

**Standard Contract****UCPUMW 20-1112****Sign Language Interpreting Services**

This contract (hereinafter referred to as the “Contract”), effective June 1, 2020 (the “Effective Date”) by Emily Haynes, LLC (hereinafter called the “Contractor”) and the Commonwealth of Virginia, University of Mary Washington (hereinafter referred to as the, “University” or “UMW”).

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

**PERIOD OF CONTRACT:** June 1, 2020 through May 31, 2021, with up to five (5) one-year renewal options.

**CONTRACT DOCUMENTS:** The contract documents shall consist of in order of precedence:

1. This signed Contract;
2. The Contractor’s proposal dated February 17, 2020 including all attachments and subsequent clarifications;
3. Any addenda and the original solicitation, RFP # 20-1112 dated January 27, 2020 to include:
  - a. The Statement of Needs
  - b. The General Terms and Conditions
  - c. The Special Terms and Conditions;

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.

**SCOPE OF SERVICES:** The Contractor agrees to provide the following services:

1. Provide interpreters who are proficient in American Sign Language with the ability to develop sign for specialized curriculum to include complex terms for deaf/hard of hearing student(s) at the University of Mary Washington (UMW) on all campuses. This service shall be provided for both classroom time and outside of class time (to meet with professors and counselors outside of regularly scheduled classes and other student-related activities) during the academic year. Student schedules will be provided by the Office of Disability Resources. Students will be granted the flexibility to schedule meetings with instructors and advisors on their own. In advance of appointment or upon scheduling an appointment, student should notify the interpreter and the Office of Disability Resources.
2. Provide interpreters who have extensive experience with deaf/hard of hearing students for which American Sign Language is the primary method of communication.
3. Provide qualified interpreters who are able to demonstrate proficiency in language and vocabulary for undergraduate, graduate and professional curricula as requested.
4. Provide interpreters familiar with the [Americans with Disabilities Act \(ADA\)](#).

5. Provide qualified interpreters who are qualified to perform in an academic setting and meet one or more of the following qualifications:
  - a. Currently holds one or more of the following:
    - i. Level 3 or better Registry of Interpreters for the Deaf (RID) or National Association of the Deaf (NAD) valid certification.
    - ii. State of Virginia or equivalent Quality Assurance Screening (VQAS), Level III or better.
  - b. Ability to provide:
    - i. Services to students who are proficient in Cued speech and Signed English.
    - ii. Services to students who are deaf/blind.
    - iii. Oral transliterating services.
    - iv. Accommodation for the student class schedule as well as activities outside the classroom.
  - c. Have had exposure to a non-deaf academic culture.
  - d. Have experience in specialized curriculum to include theatrical performances and/or public events, concerts, etc.
6. Provide qualified substitute interpreters, as needed. If a contracted interpreter is to be absent, it is the Contractor's responsibility to find a substitute interpreter who meets the certifications and qualifications of the contract. All interpreters should arrive on time for all assignments. The contractor should notify the Office of Disability Resources as soon as possible in the event that an interpreter will be late or absent and no substitute can be found. If an interpreter is more than 20 minutes late and the student leaves the classroom, meeting or activity, the Contractor shall not bill for services for that assignment.
7. Provide sufficient staff to have the capability to allow for more than one interpreter per student if required in order to ensure availability for both class and outside of class time with the student. If an interpreter is needed on test days, only one interpreter needs to be present. Interpreters should check with the student and/or professor prior to test days to determine if the student will need an interpreter. Interpreters need to request a course syllabus at the beginning of the class so they can plan for tests and other activities that may only require one interpreter to be present.
8. Provide coverage for emergency meetings that may be scheduled outside of normal class time.
9. Have weekly contact with course instructors, advisors and counselors to keep up with the needs of the students.
10. Preparing for Classes-Prep Time: Interpreters are encouraged to prepare for class by reviewing the materials and reading the class text. Interpreters should contact the Office of Disability Resources Office at least 3 weeks before the first day of class to request a class textbook. Prep time can also include meeting with students before or after classes to review course material and/or to develop signs for words, concepts or phrases used frequently in the classroom for which there were no previous signs. Interpreters can bill the university for up to three hours of prep time per week.

11. No shows: Interpreters shall not bill for cancellations if they are given at least 24 hours' notice. Announcements made in class concerning a particular class cancellation, will be considered 24 hours' notice. In daily classes, the day before, is considered 24 hours' notice. A course syllabus will be provided to the interpreter by the student and/or the Office of Disability Resources. Any classes designated in the course syllabus as cancelled should be considered as adequate notice. If 24 hours notification is not possible, the interpreter/Contractor can bill the University for the assignment. Interpreters should wait an appropriate length of time for the student to arrive to class. Generally, the interpreter should wait at least 15 minutes for classes up to 90 minutes long and 30 minutes for classes longer than 90 minutes. Interpreters should report no shows and any other student concerns to the Office of Disability Resources Assistive Technology Coordinator. Interpreters can bill for student no shows.
12. Interpreter/Student Interaction: Interpreters should refrain from having conversations with deaf and/or other students during class time. Interpreters are not required to interact with non-serviced students at any point. Those students should be directed to their professor. Interpreters should be careful when talking with students (both deaf/hard of hearing and hearing) before and after class. Interpreters should refrain from discussing anything unrelated to class. In addition, the Contractor and/or interpreter should not discuss any financial or contractual arrangements with students, faculty or staff outside of the Office of Disability Resources.
13. Inclement Weather and Emergency Closings: If the weather appears hazardous, the interpreter should refer to the UMW website at [www.umw.edu](http://www.umw.edu) for university closing information. Information about university closings can also be found on local television and radio stations. Interpreters can also sign up for the [campus alert system](#). This will need to be done each semester. The Contractor shall not bill for university closings due to inclement weather or emergency situations.
14. Contractor agrees to annually support a table at the UMW Supplier Expo.
15. Contractor agrees to interpreters being filmed during Commencement exercises.
16. Contractor will provide interpreters to every extent possible in close proximity to the campuses should same day interpreting services be required. The premium rate will apply.

**PRICING:** The pricing schedule is as follows:

Description	Rate/Hour
In-Person Sign Language Interpretation (English to ASL) – Levels III and Higher	\$ 62.00/hour
In-Person Cued Speech Translation	\$ N/A
Fees for Cancellations (given less than 24hrs/not on course syllabus) Hourly rate less portal is charged for cancellations prior to interpreter travel. Cancellations on arrival are billed inclusive of travel.	\$ 62.00/hour
Other Fees The premium rate of \$67.00/hour applies to services provided Monday through Friday between 5:00 PM and 8:00 AM, Saturday and Sunday, any services requested less than 48 hours in advance, and on federal and state holidays.	\$ 67.00/hour

1. All rates are price locked for two years beginning on June 1, 2020 and ending on May 31, 2022.
2. Contractor will offer the same rate/hour interpreting services to all UMW campuses (Fredericksburg, Stafford and Dahlgren).
3. All services are billed at a two hour minimum. For classes that are spaced further than three hours apart, a new two hour minimum will apply.
4. Portal to portal is billed at the daytime (\$62.00/hour) or premium (\$67.00/hour) hourly rate with 50 miles equaling 1 hour. \*Every effort is made to prioritize qualified local interpreters.
5. All billing is rounded to the nearest half hour.
6. The interpreter is contracted for the time which spans the students' classes. For example, if the student has one class from 8:00 AM – 9:00 AM and another from 11:00 AM – 1:00 PM, the interpreter will be compensated from 8:00 AM – 1:00 PM. \*Every effort is made to schedule incidental appointments that require an interpreter during this on campus time.
  - A. Purchasing agency will pay a maximum of three hours of unscheduled interpreting in between scheduled interpreting assignments.
7. In the event that a student withdraws from a class or classes, the interpreter(s) scheduled to work those hours will receive full compensation for the scheduled hours (minus portal) for:
  - A. One week if the student withdraws during the add/drop period
  - B. Two weeks if the student withdraws anytime outside of the add/drop period

**CONTRACT ADMINISTRATION:** The Associate Director, Office of Disability Resources, 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 Procurement Services department.

**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.

**SPECIAL TERMS AND CONDITIONS:**

1. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
3. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any

contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

4. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, 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 University'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 University 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.
5. **CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.
  - A. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
  - B. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.
  - C. UMW reserves the right to audit a Contractor's background check process at any time.
  - D. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
  - E. Screens shall include:
    - i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history

- ii. DOJ Sex Offender Search and individual evaluation of results
  - iii. County Criminal Search for all identified counties.
6. **CONTROLLING VERSION:** The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.
7. **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. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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 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.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

8. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
10. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

11. **EXTRA CHARGES PROHIBITED:** The bid or proposal price 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 invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.
12. **FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1<sup>st</sup> through June 30<sup>th</sup>. Payment cannot be made for multiple fiscal years in advance of services.
13. **FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
14. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University as an agency of 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.
15. **INDEPENDENT CONTRACTOR RELATIONSHIP:** In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the



University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

16. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  - B. Employer's Liability - \$100,000.
  - C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
17. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.
18. **NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service, or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:  
Attn: Procurement Services  
1301 College Avenue  
Fredericksburg, VA 22401

If to the Contractor:  
Attn:  
ADDRESS LINE 1  
ADDRESS LINE 2

19. **PAYMENT:**

A. To Prime Contractor:



- i. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
  - ii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - iii. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
  - iv. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  - v. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).
- B. To Subcontractors:
- i. A contractor awarded a contract under this solicitation is hereby obligated:
    - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- C. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- i. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final

payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- a. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

20. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost not to exceed the Consumer Price Index for All Urban Consumers (CPI-U) expenditure category 'Services less energy services,' effective at the end of each contract period, for the preceding twelve (12) months. Price escalation may be permitted only at the beginning of each renewal term only when explicitly requested in writing by the Contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.
21. **PROCUREMENT MANUAL:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendor's and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.
22. **RECYCLING POLICY:** It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.
23. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for five (5) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
24. **SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
25. **STANDARDS OF CONDUCT IN THE WORKPLACE:** As per [Virginia Code SS2.2-1201](#), which provides authority to Department of Human Resource Management (DHRM) to set policy, UMW holds contractors, subcontractors ("third parties" as per policy definition) accountable to the standards of conduct contained within [DHRM Policy 2.35, and the cited related policies](#), while such contractors, or contractors' contractors, and/or their staff, are conducting business or performing work on current and future UMW campuses, grounds and properties, both state-owned and leased, as applicable.
26. **TITLE IX:** Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

**METHOD OF PAYMENT:** The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

1. Small Purchase Charge Card (SPCC): 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 the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University 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 charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
2. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.
3. Check or ACH: Payment 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 Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, *all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers:*

University of Mary Washington  
Attention: Accounts Payable  
1301 College Avenue  
Fredericksburg, VA 22401

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* 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.**

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

**CONTRACTOR**

Signature: \_\_\_\_\_



Printed Name: Emily Haynes McGee

Title: President, Emily Haynes, LLC

Date: 5/13/2020

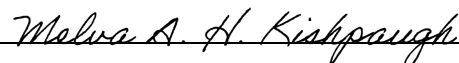
FEI/FIN#: 45-3684201

Phone: 251-786-4072

Email: haynes.emily@gmail.com

**UNIVERSITY OF MARY WASHINGTON**

Signature: \_\_\_\_\_



Printed Name: Melva A. H. Kishpaugh

Title: Director, Procurement Services

Date: May 28, 2020