

**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** February 3, 2022

**RFP NUMBER & TITLE:** RFP 22-1357 Data Center Monitoring and Maintenance

**PROPOSAL DUE DATE & TIME:** **March 10, 2022 at 10:00am EST**  
**NOTE: Proposals received after the due date and time cannot be accepted.**

**PROPOSAL DELIVERY ADDRESS:** University of Mary Washington  
Procurement Services /Reference RFP 22-1357  
Eagle Village Executive Offices, Suite 480  
1125 Emancipation (formerly Jefferson Davis) Hwy., Fredericksburg, VA 22401

**WORK LOCATION:** ☐ All Campuses ☒ Fredericksburg ☒ Stafford ☐ Dahlgren

**COMMODITY CODE(S):** 91200, 93600, 92500, 28596, 91017

**PRE-PROPOSAL CONFERENCE:** ☐ Optional ☒ **Mandatory** ☐ N/A **DATE/TIME:** February 17, 2022 @ 10am

**PRE-PROPOSAL LOCATION:** Hurley Convergence Center (HCC) Room 111  
1801 College Avenue, Fredericksburg, VA 22401

**CONTRACT OFFICER:** Michelle Pickham **EMAIL:** mmiller8@umw.edu

**PERIOD OF CONTRACT:** May 27, 2022 – May 26, 2025 with five (5) one-year renewals available

In compliance with this Sealed Request for Proposal (RFP) 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 attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

**THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL**

Name of Offering Firm: \_\_\_\_\_

Address of Offering Firm: \_\_\_\_\_

DSBSD Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

eVA ID: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Website: \_\_\_\_\_ Fax: \_\_\_\_\_

Submitted By (Print Name & Title): \_\_\_\_\_

Signature (In Ink): \_\_\_\_\_ Date: \_\_\_\_\_

## SEALED REQUEST FOR PROPOSALS (RFP)

**I. PRE-PROPOSAL CONFERENCE:** A **mandatory** pre-proposal conference will be held on **February 17, 2022 at 10:00am EST** in the **Hurley Convergence Center Room 111**. See Pre-Proposal Conference clause in the Special Terms and Conditions.

1. This pre-proposal conference is on site and IN PERSON. There will be NO virtual option. Vendors must have the ability to come to campus as would be needed to fulfill the requirements of this RFP.
2. No attendee will be permitted access to the conference after **10:05am EST**.
3. Proposal submissions will only be accepted from those firms who were represented at the mandatory pre-proposal conference as evidenced by the pre-proposal attendance roster. Only individuals authorize to represent your company should be present.
4. **COVID-19 Considerations:**
  1. Due to COVID, the number of individuals representing your firm who may be present at the Mandatory Pre-Proposal Conference is limited to 2.
  2. Masks must be worn AT ALL TIMES during the Pre-Proposal Conference.
  3. The University encourages that all vendors or visitors who come onto campus grounds be vaccinated, however this is not a requirement.
5. Bring a copy of the RFP with you to the conference for your reference. No copies will be provided for you.
6. Parking is available to visitors in designated locations which can be found on the UMW campus map here: <http://www.umd.edu/visitors/>
7. If you have any questions or issues regarding attending the mandatory pre-proposal conference, please contact the Contract Officer listed on the first page of this RFP as soon as possible.

**II. QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after **February 28, 2022 at 10am**.

**III. PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein may be submitted by those Offering firms who attend the mandatory pre-proposal conference in one of two ways:

- A. Electronic Online Response via eVA (Preferred):
  1. The Offeror may submit their proposal via the electronic online response function within solicitation posting on the eVA Virginia Business Opportunities (VBO).
- B. Physically delivered to the Procurement Officer:
  1. Proposals must reach the Proposal Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. It is the responsibility of the Offeror to ensure that the proposal is received on time.
  2. The Offeror shall contact the Contract Officer listed on Page 1 to schedule a date/time to hand-deliver the proposal if they intend to submit a response to this proposal.
  3. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
  4. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There

is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.

- IV. ADDENDA:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.
- V. INCLEMENT WEATHER/SUSPENDED SCHEDULE:** Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: [www.umw.edu](http://www.umw.edu) or (540) 654-2424.
- VI. PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts.php> will be used to house relevant procurement documents, including winning offeror's proposal.

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

## **I. PURPOSE:**

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a multi-year contract through competitive negotiations with one qualified contractor to provide monitoring and maintenance services for the University's Data Center located in the Hurley Convergence Center on the Fredericksburg campus, as outlined herein to the University of Mary Washington ('UMW' or 'the University'), an agency of the Commonwealth of Virginia. It is intended for the resulting contract to include cooperative language for the benefit of all public bodies and other entities referenced herein.

## **II. ORGANIZATION OVERVIEW:**

Founded in 1908, the University of Mary Washington, is a premier, selective, coeducational, public liberal arts institution that offers rigorous academics in small classroom settings, innovative master teachers, a supportive campus community that values honor and integrity, and a civically, socially, and intellectually engaged community. Located within the Commonwealth of Virginia in Fredericksburg, UMW resides within an hour's drive of both the nation's Capital of Washington, D.C. and the State Capital of Richmond, offering students unique opportunities for internships, research excursions, and recreation. The University currently consists of three colleges for Arts and Sciences, Business, and Education, and two additional campuses: one in Stafford, VA and the other in Dahlgren, VA. For more information about the University of Mary Washington: <http://www.umw.edu/about/>.

## **III. BACKGROUND:**

In July 2014, the University of Mary Washington commissioned a new data center approximately 2000 square feet in size and located inside the Hurley Convergence Center (HCC) on the Fredericksburg Campus. Since 2016, the University has contracted the services of Facility Services Inc. to provide regular and on-call or emergency monitoring and maintenance for the data center to ensure all equipment runs smoothly. The Data Center is a critical piece of infrastructure to the campus's operations, so any Contractor awarded for this ongoing service needs to be highly skilled and knowledgeable in this field. Details of the current contract can be found here: [Cobblestone Public Contract Portal – UCPUMW 16-438](#). Since 2016, the University has spent approximately \$245,000.00 toward this contract service. The University will not guarantee any particular usage amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.

## **IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES: (This clause shall be incorporated into the final Contract.)**

- A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <https://vascupp.org/rules.pdf>), 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 related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.
- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the 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 UMW. 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.

- C. UMW 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 UMW 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 contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

#### **V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:**

It is the policy of the Commonwealth of Virginia to contribute to establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

#### **VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

##### **A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

1. Proposal Requirements - 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,
  - waive minor informalities,
  - issue a lowered evaluation of the proposal for failure to submit all information requested,
  - negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. 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.

2. Protection of Trade Secrets/Proprietary Information: The Virginia Freedom of Information Act "FOIA" requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below.

If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content, but blacks out any protected information not appropriate for public release. ***If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.***

**The designating 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 the entire proposal designation as redacted, the proposal will be rejected.

3. Oral Presentations: Offerors 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 Offeror 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 submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise that proposal after submission.*
  4. Proposal Formatting, Content, and Number Required: Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be straightforward and concise and address the RFP in its entirety.
    - a. If submitting an electronic response via eVA: One (1) original electronic version of the proposal is required and one (1) separate electronic version clearly marked redacted copy must be submitted if required by the vendor.
    - b. If delivering in person: One (1) printed original and one (1) electronic media version (DVD, CD, Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (DVD, CD, Flash Drive) clearly marked redacted copy must be submitted if required by the vendor. Proposals should be prepared simply and economically with the ability to be recycled, held together strongly and bound in a single volume where practicable by staples, binder clips, or in a three-ringed binder, and dual-sided printed where practical.
  5. Limited Contact: To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.
- B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items within the proposal:
1. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror. Only those proposals from Offerors who are recorded as having attended the mandatory pre-proposal will be accepted.
  2. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
  3. Submit a complete response to the RFP, in detail, to include capabilities to meet each preventative maintenance requirement.
  4. Submit Attachments B-E, completed.

5. Submit with the proposal any licenses or certifications held by the Offering firm's employees who will be assigned to the University's contract work.
6. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
7. Any other information the Offeror believes will help the University evaluate its proposal.

Please review the Proposal Submission Checklist attached to this RFP prior to submission.

**VII. STATEMENT OF NEEDS:** Selected firms shall provide detailed statements or answers to prove the following requirements can be met:

- A. **Location Requirement:** The firm must be located within 80 miles of the University of Mary Washington Fredericksburg Campus in order to respond to site-emergency requests. Provide proof of meeting this distance requirement.
- B. **Personnel Requirement:** The firm must provide a factory-certified technician, whether within staff or contracted out, to work on the specific equipment listed below.
- C. **Service Description Requirements:**
  1. Manage all scheduled inspections. Review and provide inspection documentation.
  2. All inspections shall be performed during normal business hours of Monday-Friday, 8am-5pm.
  3. Analyze all proposed work that is beyond the scope of covered contracted services and present it to UMW authorized representative for review and approval.
  4. Analyze all invoices for work performed and present them to UMW authorized representative for review, approval, and payment.
  5. If problems are found during regular inspections that require correction, provide remediation recommendations to UMW authorized representative for review and approval, and manage the implementation of the approved remediation plan.
  6. Be available for 24x7 support for unscheduled emergencies due to system failure or malfunction, and manage all necessary remediation including managing and coordinating equipment vendor activities. 24x7 support will include an initial 1-hour response time window by phone and a 4-hour response time window for phone and/or onsite support activities.
  7. Assist with the tuning of data center environmental alerts, currently distributed through an Automated Logic building management system. Diagnose and recommend fixes for false-positive alerts.
  8. Evaluate data center support equipment design and integration, and describe any opportunities for improvement.
  9. Provide recommendations for enhancing or expanding data center support equipment to meet the demands of changing service requirements.
  10. Provide project management based upon inspection data and equipment replacement needs.
- D. **Equipment Description:** See Attachment A. for details.
- E. **Equipment Services – Fredericksburg Campus:**
  1. **Provide Four (4) Quarterly preventative maintenance inspections that include the following:**
    - a. Generac MPS Generators:
      - 1) Lubrication system shall be inspected for leaks and proper level
      - 2) Governor system inspection
      - 3) Radiator and cooling system inspection



- 4) Air intake system
- 5) Block heater system
- 6) Exhaust system
- 7) Engine and generator base mounting
- 8) Battery and charging system
- 9) Control system inspection
- 10) Starter system inspection
- 11) Safety inspection, to include testing of all pre-alarms and shutdown alarms
- 12) Test run engines (with load if approved by UMW)

b. Stulz CRAC Units

- 1) Check/replace filters
- 2) Check evaporator coil
- 3) Inspect reheat elements
- 4) Check humidifier lamps and drain/trap for clogs
- 5) Check make-up valve for leaks
- 6) Check condensate pump for debris
- 7) Check operation of float(s) free movement
- 8) Check refrigerant piping
- 9) Check for moisture (sight glass)
- 10) Check compressor(s) mounts (springs/bushings)
- 11) Check compressor(s) wiring connections
- 12) Check compressor(s) operation (noise/vibration)
- 13) Suction pressure(s) and discharge pressure(s)
- 14) Superheat
- 15) Low pressure switch cut out
- 16) Low pressure cut in
- 17) High pressure cut out
- 18) Fuses, contactors, and wire connections
- 19) Verify control operation (sequence)
- 20) Operation of air safety switch
- 21) Check condition of condenser coil
- 22) Bearings in good condition
- 23) Check wiring connections
- 24) Annual condenser coil cleaning

c. RLW LD5200 Leak Detection System:

- 1) Simulate an under-floor leak detection alarm and verify each section (~50 ft) for leak detection
- 2) Verify proper distance is reported to LDS panel (confirm w/ floor plan map)
- 3) Verify alarm outputs

d. Dry Cooler Glycol Units:

- 1) Check/replace filters
- 2) Check evaporator coil
- 3) Inspect reheat elements
- 4) Check humidifier lamps and drain/trap for clogs
- 5) Check make-up valve for leaks
- 6) Check condensate pump for debris
- 7) Check operation of float(s) free movement

- 8) Check refrigerant piping
  - 9) Check for moisture (sight glass)
  - 10) Check compressor(s) mounts (springs/bushings)
  - 11) Check compressor(s) wiring connections
  - 12) Check compressor(s) operations (noise/vibration)
  - 13) Suction pressure(s) and discharge pressure (s)
  - 14) Superheat
  - 15) Low pressure switch cut out
  - 16) Low pressure cut in
  - 17) High pressure cut out
  - 18) Fuses, contactors, and wire connections
  - 19) Verify control operations (sequence)
  - 20) Operation of air safety switch
  - 21) Check condition of condenser coil
  - 22) Bearings in good condition
  - 23) Check wiring connections
  - 24) Annual condenser coil cleaning
  - 25) Glycol Analysis – maintain manufacturer’s recommended percentage of glycol closed loop dry system including an annual analysis report of the glycol mixture
- e. FM 200, Pre-Action Sprinkler, and Dry System Fire Suppression Systems:
- 1) Testing and inspecting the releasing panel
  - 2) Test all input and output devices
  - 3) Inspecting the agent cylinder and piping
  - 4) Inspecting of piping
  - 5) Preparing test records and reports in accordance with NFPA 2001 (Standard on Clean Agent Fire Extinguishing Systems), 13 (Standard for the Installation of Sprinkler Systems), and 72 (National Fire Alarm and Signaling Code®)

**2. Provide Two (2) semi-annual inspections for the following:**

- a. UPS Batteries
- 1) Visual inspection of each unit for the following:
    - a) Positive and Negative straps
    - b) Jar bulge and distortion
    - c) Appearance of connections
    - d) Cracks or leakage of electrolyte
  - 2) Measure and record the following:
    - a) Voltage of each cell/unit
    - b) Internal resistance
    - c) Ambient temperature in the battery room
  - 3) Provide report of battery condition after each inspection

**3. Provide One (1) Annual inspection that includes the following:**

- a. Generac MPS Generators
- 1) Inspections of all items listed under VII.E.1.a. and:
    - a) Replace engine (lube) oil
    - b) Replace engine (lube) oil filters
    - c) Replace fuel oil filters

- b. Mitsubishi 500kVA UPS (UPS system is under current manufacturer warranty to cover failures which shall continue under the new contract):
  - 1) Check and replace air filters as needed
  - 2) Perform complete visual inspection of all UPS internal sub-assemblies
  - 3) Review unit histories for any irregular activity
  - 4) Perform functional system test of system with customer approval
  - 5) Implement manufacturer field change notices
  - 6) Provide inspection report when complete
- c. Automatic Transfer Switch (ATS):
  - 1) Perform visual inspection of controls and switching mechanism
  - 2) Clean debris from enclosure
  - 3) Perform transfer test with owner approval

**F. Equipment Services – Stafford Campus** *(Potential additional equipment service needs: dependent on the future plans for the Stafford Campus)*

**1. Provide Four (4) Quarterly preventative maintenance inspections that include the following:**

- a. Generac Generator:
  - 1) Lubrication system shall be inspected for leaks and proper level
  - 2) Governor system inspection
  - 3) Radiator and cooling system inspection
  - 4) Air intake system
  - 5) Block heater system
  - 6) Exhaust system
  - 7) Engine and generator bases mounting
  - 8) Battery and charging system
  - 9) Control system inspection
  - 10) Starter system inspection
  - 11) Safety inspection to include testing of all pre-alarms and shutdown alarms
  - 12) Test run engines (with load if approved by UMW)

**2. Provide One (1) Annual inspection that includes the following:**

- a. Generac Generator:
  - 1) Inspection of all items listed under VII.E.1.a and:
    - a) Replace engine (lube) oil
    - b) Replace engine (lube) oil filters
    - c) Replace fuel oil filters
- b. Automatic Transfer Switch (ATS):
  - 1) Perform visual inspection of controls and switching mechanism
  - 2) Clean debris from enclosure
  - 3) Perform transfer test with owner approval

**G. Other information to consider:**

- 1. The Mitsubishi 500kVA UPS is still covered under a maintenance agreement.
- 2. The approximate age of the existing equipment is 7-8 years.

3. There have been no floods in the data center, but there have been minor leaks not within the data center itself.
4. Load does not require shunt trips – it can be run by one generator at this time.
5. The condensers and Dry Coolers are located on the roof outside the UPS/OPS Room.

H. **Reporting:** Provide sample checklists and reports for all equipment inspections to be submitted with proposal

I. **Other Value-Added Features/Services:** The proposed solution may include value-added features. Describe any additional functionality, products, optional modules, upgrades or services that you offer and are not part of the RFP requirements that you believe would add value to your proposed work on this project.

#### **VIII. CONTRACT ADMINISTRATION:**

- A. The Director of Data Center Services, 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.
- 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's Procurement Services Department through a written two-party modification to the contract.

#### **IX. EVALUATION AND AWARD CRITERIA**

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

<b>Criteria</b>	<b>Point Value</b>
Quality of Proposal: How well the response meets the required needs	40
Cost of Services: The total cost of monitoring and maintenance services (Attachment B)	30
Capability: Offeror's experience and qualifications for providing similar solutions	20
Registered Small Business or Planned Small Subcontractor Use	10
Total	100

#### **X. 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: <https://adminfinance.umw.edu/procurement/umw-policies-and-procedures-2/umw-terms-conditions/>

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## **XI. SOLICITATION SPECIAL TERMS AND CONDITIONS:**

**CONTROLLING VERSION:** The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.

**PREPROPOSAL CONFERENCE - MANDATORY:** A mandatory preproposal conference will be at 10:00am on Thursday February 17, 2022 at the Hurley Convergence Center Room 111 on the UMW Fredericksburg Campus. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all offerors having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors that are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:05am. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

**IDENTIFICATION OF PROPOSAL ENVELOPE – IF PHYSICALLY SUBMITTED:** The signed proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or proposals should be placed in the envelope.

---

Name of Offeror

---

Proposal Due Date & Time

---

UMW RFP#

---

UMW RFP Title

---

Street #/Name or P.O. Box #

---

City, State and Zip Code

**LATE PROPOSALS:** To be considered for selection, proposals must be received either by the eVA electronic online response or hand delivered to the Contract Officer at the address listed on Page 1 of the solicitation no later than the designated date and hour. The official time used in the RFP is that time on the automatic time stamp machine in the location listed on Page 1 of the solicitation. Proposals received at either of these locations after the date and hour designated are automatically disqualified and will not be considered. It is the sole responsibility of the Offeror to ensure that its proposal reaches the designated receipt location no later than the assigned date and hour.

**DEBARMENT STATUS:** By participating in this procurement, the Offeror certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of services covered by this solicitation. Offeror 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.

**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 Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.

**EXTRA CHARGES PROHIBITED:** The 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.

**QUALIFICATION OF OFFERORS:** UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services the goods and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy UMW that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated herein.

**CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods/services specified, and shall remain properly licensed during the life of the contract. Additionally, I understand that I may be asked to provide proof of this licensure at any time by the University, if so requested.

**INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The 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:**

1. **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.
2. **Employer's Liability** - \$100,000.
3. **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.

**INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

**UNDERSTANDING OF REQUIREMENTS:** Your signature on your proposal submission certifies your understanding of the following:

1. It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
2. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
3. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. 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 vendor from any obligations with respect to its proposal submission or to the contract.

**ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for one-hundred and twenty (120) days. At the end of the one-hundred and twenty (120) days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the offer shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.

**AWARD – RFP:** 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(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, 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 (Governing Rule §16). 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 than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, 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. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make: a separate award of each item, an award of a group of items, an award either in whole or in part, a single award, or a multiple award.

**ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement valued at over \$50,000, the University will publicly post such notice on the DGS/DPS eVA Virginia Business Opportunities (VBO) ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

**SOLICITATION COMMUNICATIONS:** From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding

information related to the solicitation must be through Procurement Services. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.

**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.

## **XII. CONTRACT SPECIAL TERMS AND CONDITIONS**

**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.

**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.

**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.

**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.

**EMERGENCY RESPONSE NOTIFICATION:** In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.*

**NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

**E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (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.

**FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with **§ 2.2-4201**, during the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin 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, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete [sexual harassment training provided by the Department of Human Resource Management](#), and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

**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.

**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.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes' provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

**RENEWAL OF CONTRACT:** This contract may be renewed by the University for five (5) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. 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 listed under the Unadjusted Percent Change for the Services Less Energy 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.

2. If during any subsequent renewal periods, the University 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 same CPI-U table referenced above for the latest twelve months for which statistics are available.

**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.

**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.

**CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
  - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
  - b. To make all University 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
  - c. That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. 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.
3. 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.

Remainder of Page Intentionally Left Blank

**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 (for deliveries within the continental U.S.), 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.

**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement 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.

**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.

**PAYMENT:**

1. To Prime Contractor:

- a. 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).
- b. 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.
- c. 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.
- d. 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.
- e. 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).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - i. 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
  - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

3. 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.

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

**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.

- 1. 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.

2. 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 must 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.
3. UMW reserves the right to audit a Contractor's background check process at any time.
4. 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.
5. Screens shall include:
  - a. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
  - b. DOJ Sex Offender Search and individual evaluation of results
  - c. County Criminal Search for all identified counties.

**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>.

**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.

**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.

**OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.

**SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of

his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

**STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. [http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html). Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

**WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

**WORK SITE USE:** The Contractor expressly undertakes, either directly or through its subcontractors:

1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
5. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
6. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

### **XIII. METHOD OF PAYMENT:**

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

- A. 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.*

- B. 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>.
- C. 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 physical invoices must be received at the address below address and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to [invoices@mail.umw.edu](mailto:invoices@mail.umw.edu).

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

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## ATTACHMENT A – EQUIPMENT DESCRIPTION AND DETAILS

Equipment	Details/Description/Models	Qty	Serial	Dates
Generator	600kW Generac MPS Diesel generators Model: MD0600KG2218D18GPLY2	1 of 2	DCG1 Serial #1: 8563522	Prod. Date: 11/21/2013
Generator	600kW Generac MPS Diesel generators Model: MD0600KG2218D18GPLY2	2 of 2	DCG2 Serial #2: 8563523	Prod. Date: 11/21/2013
Generator	200kW Generac (Stafford) Model: SG0206-G36133N18HPSY	1 of 1	2101102	Date: 1/20/09
ATS Integrated Switch Gear	Generac ATS System Controller Model: 0049753	1 of 2	8462992	
ATS Integrated Switch Gear	Eaton Low Voltage Switchgear Assembly G.O. #: MRM0005202	2 of 2		07/2013
UPS	Mitsubishi 500kVA Model: UP9933B-A504DU-4	1 of 1	13-7M74230-09	5/19/2014
Batteries	C&C Power Engineered Power Products Model #1: XBC55-40P500-500B4-600-Q0873-M C&C Model #1: 55M1E505-D4801B60011HF1QBS1	1 of 3	Cabinet 1: 4001113UE05636	Mfr Date: 11/2013
Batteries	C&C Power Engineered Power Products Model #2: XBC55-40P500-500B4-600-Q873-S1 C&C Model #2: 55M1E505-D4801B60011HF1QBS1	2 of 3	Cabinet 2: 4001113UE05637	Mfr Date: 11/2013
Batteries	C&C Power Engineered Power Products Model #3: XBC55-40P500-500B4-600-Q873-S2 C&C Model #3: 55M1E505-D4801B60011HF1QBS1	3 of 3	Cabinet 3: 4001113UE05638	Mfr Date: 11/2013
HVAC Units	Stulz CRAC Units – 25 Ton: Stulz Air Technologies Systems CyberTWO with EC PAC 4-1 Model #: VFS-300-DG-FC-D-EC Item #: VFS_SUPERBOM	1 of 4	10018583	
HVAC Units	Stulz CRAC Units – 25 Ton: Stulz Air Technologies Systems CyberTWO with EC PAC 4-2 Model #: VFS-300-DG-FC-D-EC Item #: VFS_SUPERBOM	2 of 4	10018584	
HVAC Units	Stulz CRAC Units – 25 Ton: Stulz Air Technologies Systems CyberTWO with EC PAC 4-3 Model #: VFS-300-DG-FC-D-EC Item #: VFS_SUPERBOM	3 of 4	10018585	
HVAC Units	Stulz CRAC Units – 25 Ton: Stulz Air Technologies Systems CyberTWO with EC PAC 4-4 Model #: VFS-300-DG-FC-D-EC Item #: VFS_SUPERBOM	4 of 4	10018586	
HVAC Units	Stulz CRAC Units – 15 Ton: Stulz Air Technologies Systems Air Cooled Conditioner w/ Remote Condenser Computer Room Cooling SCS PAC R-1 Roof unit Model #: SCS-447-DSA Roof unit Item #: SCS_SUPERBOM	1 of 2	Serial #: 10018587  Roof unit Serial #: 10018589	
HVAC Units	Stulz CRAC Units – 15 Ton: Stulz Air Technologies Systems Air Cooled Conditioner w/ Remote Condenser Computer Room Cooling SCS PAC R-2 Roof unit Model #: SCS-447-DSA Roof unit Item #: SCS_SUPERBOM	2 of 2	Serial #: 10018588  Roof unit Serial #: 10018590	
Fire Suppression	FM-200 System	1 of 1	Multiple Components	
Fire Suppression	Pre-Action System	1 of 1	Multiple Components	

Fire Suppression	Dry System	1 of 1	Multiple Components	
Water Detection	RLE SeaHawk LD5200 E Model: LD5200		113577	
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 Model Unit: F/4/24/2.0/2400/A/C/S/1	1 of 6	300/801159.0001	Manufactured: 02/2013
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 Model Unit: F/4/24/2.0/2400/A/C/S/1	2 of 6	300/801159.0002	Manufactured: 02/2013
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 Model Unit: F/4/24/2.0/2400/A/C/S/1	3 of 6	300/801159.0003	Manufactured: 02/2013
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 Model Unit: F/4/24/2.0/2400/A/C/S/1	4 of 6	300/801159.0004	Manufactured: 02/2013
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 Model Unit: GFW 090.1/2-L(L) F4/03/6P.M	5 of 6	300/801157.0005	Manufactured: 09/2013
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 ; Model Unit: GFW 090.1/2-L(L)-F4/03/6P.M	6 of 6	300/801157.0006	Manufactured: 09/2013
CyberEx System	CyberEx System Software Version: 01.62	1 of 6	64416-01-01	Mfr Date: 01/28/2014 Install Date: 01/30/2014
CyberEx System	CyberEx System Software Version: 01.62	2 of 6	64416-01-02	Mfr Date: 01/28/2014 Install Date: 01/30/2014
CyberEx System	CyberEx System Software Version: 01.62	3 of 6	64416-02-04	Mfr Date: 01/28/2014 Install Date: 01/30/2014
CyberEx System	CyberEx System Software Version: 01.62	4 of 6	64416-02-03	Mfr Date: 01/28/2014 Install Date: 01/30/2014
CyberEx System	CyberEx System Software Version: 01.62	5 of 6	64416-02-01	Mfr Date: 01/28/2014 Install Date: 01/30/2014
CyberEx System	CyberEx System Software Version: 01.62	6 of 6	64416-02-02	Mfr Date: 01/28/2014 Install Date: 01/30/2014

## ATTACHMENT B - COST SCHEDULE

The Offeror agrees to provide the services, to include all labor, services, and materials, in compliance with the statement of needs and all terms and conditions of this Sealed Request for Proposals, at the following prices:

Personnel Type	Regular/On-Call Rate per Hour	Emergency/Overtime Rate per Hour
Supervisor/Technician	\$	\$
HVAC Technician	\$	\$
Generator Technician	\$	\$
Fire Suppression Technician	\$	\$
Other (Please Describe)	\$	\$
Other (Please Describe)	\$	\$

**Equipment Service Needs – Fredericksburg Campus (Reference Section VII.E).** Please input the TOTAL annual maintenance cost per equipment model, not the inspection recurrence cost.

Equipment Model	Qty	Inspection Recurrence	Annual Maintenance Cost for Equip. per Unit
600 kW Generac Generator	2	Quarterly	
ATS Integrated Switch Gear	1	Annual	
Mitsubishi 500kVA UPS	1	Annual	
Batteries	3	Semi-Annual	
HVAC Units – 25 Ton	4	Quarterly	
HVAC Units – 15 Ton	2	Quarterly	
FM-200 System	1	Quarterly	
Pre-Action System	1	Quarterly	
Dry System	1	Quarterly	
Water Detection System	1	Quarterly	
Dry Cooler Glycol Units	6	Quarterly	

**Potential Additional Equipment Service Needs – Stafford Campus (Reference Section VII.F)** Please input the TOTAL annual maintenance cost per equipment model, not the inspection recurrence cost.

Equipment Model	Qty	Inspection Recurrence	Annual Maintenance Cost for Equip. per Unit
200kW Generac Generator	1	Quarterly	
Generac ATS	1	Annual	

Offerors may also provide alternative pricing format based on the specifications and equipment listing. Any alternative pricing may be accepted and/or considered by the University, accordingly.

Other Optional Value-Added Services such as Consulting, etc. (list all and describe):

Service: _____	Rate/Cost: _____
Service: _____	Rate/Cost: _____
Service: _____	Rate/Cost: _____

Continued on Next Page

**Pricing Formula for Cost Evaluation** *(For Contract Officer to fill out):*

1. Total Technician Cost (A):  $(100 \text{ hrs} \times \text{Regular/On-Call Rate}) + (5 \text{ hrs Emergency/Overtime}) = \underline{\hspace{2cm}}$
2. Equip. Model Qty x Annual Maintenance Cost for Equip. Per Unit = Total Annual Maintenance Cost (B)
3. Total Technician Cost (A) + Total Annual Maintenance Cost (B) = Total Cost
4. Total Cost for Evaluation:  $\underline{\hspace{2cm}}$

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## ATTACHMENT C - SMALL BUSINESS SUBCONTRACTING PLAN

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE IF SUBCONTRACTING IS PLANNED**

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

### DEFINITIONS:

**"Micro Business"** means a business that is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees and no more than \$3 million in average annual revenue over the three-year period prior to their certification.

**"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: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD 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)*

**Offeror Name:** \_\_\_\_\_

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

### INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business but plan to subcontract all or part of the work to a certified small business, complete Section B of this form. For the proposal to be considered and the Offeror to be declared responsive, the Offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

## ATTACHMENT C - CONTINUED

### Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a (check all that apply):

☐ Micro Business    ☐ Small Business    ☐ Woman-Owned Business    ☐ Minority-Owned Business

DSBSD Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### Section B

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

**Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W), or Minority (M) Certified	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 (\$)
Total Planned Subcontracting Spend (\$)					

# Request for Taxpayer Identification Number and Certification



Section 1 - Taxpayer Identification	<input type="checkbox"/> <b>Social Security Number (SSN)</b>  <input type="checkbox"/> <b>Employer Identification Number (EIN)</b>  _____		Please select the appropriate Taxpayer Identification Number (EIN or SSN) type and enter your 9 digit ID number . The EIN or SSN provided must match the name given on the "Legal Name" line to avoid backup withholding. If you do not have a Tax ID number, please reference "Specific Instructions - Section 1." If the account is in more than one name, provide the name of the individual who is recognized with the IRS as the responsible party.	
	<b>Dunn &amp; Bradstreet Universal Numbering System (DUNS) (see instructions)</b>  _____		<b>Legal Name:</b>	
			<b>Business Name:</b>	
	<b>Entity Type</b> <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> C-Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Estate <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Government <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit <input type="checkbox"/> Corporation		<b>Entity Classification</b> <input type="checkbox"/> Professional Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Political Subdivision <input type="checkbox"/> Legal Services <input type="checkbox"/> Real Estate Agent <input type="checkbox"/> Joint Venture <input type="checkbox"/> VA Local Government <input type="checkbox"/> Tax Exempt Organization <input type="checkbox"/> Federal Government <input type="checkbox"/> OTH Government <input type="checkbox"/> VA State Agency <input type="checkbox"/> Other	
			<b>Exemptions (see instructions)</b> Exempt payee code (if any):  (from backup withholding)  _____ Exemption from FATCA reporting code (if any):  _____	
<b>Contact Information</b>				
Legal Address:		Name:		
		Email Address:		
City:	State :	Zip Code:	Business Phone:	
Remittance Address:		Fax Number:		
		Mobile Phone:		
City:	State :	Zip Code:	Alternate Phone:	
Section 2 - Certification	Under penalties of perjury, I certify that: <ol style="list-style-type: none"> <li>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and</li> <li>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol>			
	<b>Certification instructions:</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See instructions titled Certification			
<b>Printed Name:</b>				
<b>Authorized U.S. Signature:</b>				<b>Date:</b>

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** *Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.*

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain

payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see Section 2 Certification – Page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requestor of Form W-9 for more information.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requestor of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no



reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Section 1 -Taxpayer Identification

#### Check the appropriate Tax Identification Number (TIN) type. Enter your EIN/SSN in the space provided.

If you are a resident alien and you do not have and /or are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, apply for a TIN immediately, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester. **Note:** *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

#### Enter the TIN which coincides with the 'Legal Name' provided on the form.

- If you are an individual, check the "Social Security Number (SSN)" box and enter the SSN.
- If you are a Grantor or Revocable Trust, check the "Social Security Number (SSN)" box and enter the SSN of the Grantor.
- If you are a Resident Alien, check the "Social Security Number (SSN)" box and enter your SSN or

your ITIN (IRS Individual Taxpayer Identification Number).

d. If you are a Sole Proprietor, check the "Social Security Number (SSN)" box and enter the SSN of the sole proprietor.

e. If you are a Single-Member LLC that is disregarded as an entity, check the "Social Security Number (SSN)" box and enter the member's SSN.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

Vendors are requested to enter their **Dunn and Bradstreet Universal Numbering System (DUNS)**, if applicable. See number requirement below.

**Dunn and Bradstreet Universal Numbering System (DUNS) number requirement .** The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov) . Any entity that does not have a DUNS number can apply for one on-line at <http://www.dnb.com/us/> under the DNB D-U-N Number Tab.

**Legal Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form. If you are using a name other than that which is listed on a Social Security Card, please enter the legal entity name **as filed with the IRS**. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

**Business Name.** Business, Disregarded Entity, trade, or DBA ("doing business as") name.

**Entity Type.** Select the appropriate entity type.

**Individual.** If you are an individual, you must generally enter the name shown on your income tax return.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Legal Name" line. You may enter your business, trade, or

"doing business as (DBA)" name on the "Business Name" line.

**Partnership.** A partnership is an entity reflecting a relationship existing between two or more persons who join to carry on a trade or business. Enter the partnership's entity's name on the "Legal Name" line. This name should match the name shown on the legal document creating the entity. You may enter your business, trade, or "doing business as (DBA)" name on the "Business Name" line.

**Trust.** A legal entity that acts as fiduciary, agent or trustee on behalf of a person or business entity for the purpose of administration, management and the eventual transfer of assets to a beneficial party. Enter the name of the legal entity on the "Legal Name" line.

**Estate.** A separate legal entity created under state law solely to transfer property from one party to another. The entity is separated by law from both the grantor and the beneficiaries. Enter the name of the legal entity on the "Legal Name" line.

**Government.** The Government of any State, any Political Subdivision of any State, any Agency or Instrumentality of a State or of a Political Subdivision of a State.

**Non-Profit.** An organization that is organized and operated exclusively for exempt purposes and none of its earnings may inure to any private shareholder or individual.

**Corporation.** A company recognized by law as a single body with its own powers and liabilities, separate from those of the individual members. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

**S-Corporation.** A corporation that is taxed like a partnership: a corporation in which five or fewer people own at least half the stock. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

**C-Corporation.** A business that is taxed as a separate entity: a business taxed under Subchapter C of the Internal Revenue Code and legally distinct from its owners. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

**Limited liability Company (LLC).** An LLC with at least two members is classified as a partnership for federal income tax purposes unless it files Form 8832 and affirmatively elects to be treated as a corporation. Enter the name of the partnership or corporation. An LLC with only one member is treated as an entity disregarded as separate from its owner for income tax purposes (but as a separate

entity for purposes of employment tax and certain excise taxes), unless it files Form 8832 and affirmatively elects to be treated as a corporation. If you are a single-member LLC (including a foreign LLC with a domestic owner) that is **disregarded** as an entity separate from its owner, **enter the owner's name on the "Legal Name" line.** **Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

**Entity Classification.** Select the appropriate classification type.

**Contact Information.** Enter your contact information.

Enter your **Legal Address.** Enter your **Remittance Address.** A **Remittance Address** is the location in which you or your entity receives business payments.

Enter your **Business Phone Number.** Enter your **Mobile Phone Number,** if applicable. Enter your **Fax Number,** if applicable. Enter your **Email Address.**

For clarification on IRS Guidelines, see [www.irs.gov](http://www.irs.gov).

### Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation

- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 - A common trust fund operated by a bank under section 584(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B - The United States or any of its agencies or instrumentalities
- C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G - A real estate investment trust
- H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I - A common trust fund as defined in section 584(a)
- J - A bank as defined in section 581
- K - A broker
- L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Section 2 - Certification

To establish to the paying agent that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on Form W-9. You are being requested to sign by the Commonwealth of Virginia.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

### Submission:

Commonwealth Vendor Group  
Post Office Box 1971  
Richmond, VA 23218-1971  
CVG@doa.virginia.gov  
804.823.2701 (fax)

## VENDOR REGISTRATION INFORMATION FORM



## I. Instructions

Please return BOTH FORMS (the completed Vendor Registration Information Form **AND** the [Commonwealth of Virginia Substitute W-9 Form](#) **OR** the [applicable IRS Withholding Form for foreign entities](#)) to:

University of Mary Washington  
 ATTN: Accounts Payable  
 1301 College Ave  
 Fredericksburg, VA 22401  
 Phone: 540-654-1224, Fax: 540-654-1168, Email: [payables@umw.edu](mailto:payables@umw.edu)

Please Specify: ☐ New Application ☐ Revised Application

## II. Vendor/Payee Identification

FEIN/SSN/TIN: \_\_\_\_\_ Vendors (payees) that are established as an individual, self-employed, or sole proprietorship must provide either their Social Security Number (SSN) or Taxpayer Identification Number (TIN). All other vendors, such as corporations or partnerships, must provide their Federal Employer Identification Number (FEIN).

Legal Name: \_\_\_\_\_

(Must match the Social Security Number, if applicable)

Trade Name: \_\_\_\_\_

(Must match the Social Security Number, if applicable)

## III. eVA Vendor Registration Information

eVA is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to the University of Mary Washington shall participate in eVA [www.eva.virginia.gov](http://www.eva.virginia.gov).

eVA Registered? ☐ Yes ☐ No If yes, what is your eVA vendor ID?

If you provide a good or service to the Commonwealth of Virginia (UMW) and are not a registered vendor in eVA, go to <https://eva.virginia.gov/pages/eva-registration-buyer-vendor.htm>. If you have any questions regarding this process, please contact Procurement Services at [procure@umw.edu](mailto:procure@umw.edu).

## IV. Payment Information

Does the payee above accept credit cards for payments up to and including \$50,000? ☐ Yes ☐ No

Are you interested in being paid via ePayables? ☐ Yes ☐ No

Payment terms are more favorable at net 16 instead of net 30. For more information about ePayables, see <http://adminfinance.umw.edu/ap/epayables/> or email [invoices@mail.umw.edu](mailto:invoices@mail.umw.edu).

**Invoices must be submitted directly to the Accounts Payable office. If invoices are sent to any department other than the Accounts Payable office, your payment could be delayed. Invoices should be sent by US Mail or sent to the Accounts Payable mailbox at [invoices@mail.umw.edu](mailto:invoices@mail.umw.edu). For faster payment options visit [umw.edu/vendor](http://umw.edu/vendor).**

## V. Certification of Information Provided

Does the payee employ more than five people and will the contract be \$10,000 or more? ☐ Yes ☐ No

If yes, by signing this form, you agree to ensure contractor's employees complete the harassment training at <https://www.dhrm.virginia.gov/public-interest/contractor-sexual-harassment-training> as required by the Code of Virginia, §2.2-4201.

Signature \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Date \_\_\_\_\_  
 AP.VRA.v9 - 09/20

**ATTACHMENT F – RFP 22-1357 PROPOSAL SUBMISSION CHECKLIST**  
(This is for Offeror use and does NOT need to be submitted with the proposal)

It is important that the Offeror carefully read through the RFP and provide all required documentation. The proposal MUST be submitted and received on time to qualify for evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

**IMPORTANT DATES & REMINDERS**

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- **MANDATORY Pre-Proposal Conference:** A mandatory pre-proposal conference will be held on Thursday February 17, 2022 at 10:00am EST in the Hurley Convergence Center Room 111. No attendee will be permitted access to the conference after 10:05am EST.
- No Questions Accepted after **February 28, 2022 at 10am**. All Questions must be directed toward the Procurement Officer for this solicitation: Michelle Pickham, [mmiller8@umw.edu](mailto:mmiller8@umw.edu), 540-654-2260.
- Proposal Due Date: **March 10, 2022 at 10am EST:** Proposals submitted after 10:00am as indicated by the official Procurement clock will NOT be accepted.
- Proposals may be submitted in one of two ways:
  - Electronic Online Response via eVA (Preferred): The Offeror may submit their proposal via the electronic online response function within solicitation posting on the eVA Virginia Business Opportunities (VBO).
  - Physically delivered to the Procurement Officer: Proposals must reach the Proposal Delivery Address Shown on Page 1 of the RFP and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered.
    - It is the responsibility of the Offeror to ensure that the proposal is received on time.
    - **The Offeror shall contact the Contract Officer listed on Page 1 to schedule a date/time to hand-deliver the proposal if they intend to submit a response to this proposal.**
    - Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

Continued on Following Page

## ATTACHMENT F – CONTINUED

### REQUIRED DOCUMENT SUBMISSION

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#### Acknowledgement:

☐ **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.

#### Documents to Submit:

- ☐ Completed and signed RFP cover page.
- ☐ Any/All signed addenda.
- ☐ Electronic Copy of Proposal (Original and Redacted)
- ☐ Description of the Offering firm's history and expertise
- ☐ Offeror Employee Licenses/Certification
- ☐ Sample Inspection Reports
- ☐ ATTACHMENT B Cost Schedule - Completed
- ☐ ATTACHMENT C: Small Business Subcontracting Plan, if applicable - Completed
- ☐ ATTACHMENT D: Commonwealth of VA W9 (not the IRS form) - Completed
- ☐ ATTACHMENT E: Vendor Registration Form - Completed
- ☐ Current Certificate of Liability Insurance
- ☐ Any exceptions taken to University's Terms and Conditions