

Standard Contract

Contract #UCPUMW 22-1390
Contract Title Local Lodging Services

This contract, effective upon full execution of this document by both parties, by Hyatt Place Fredericksburg – Mary Washington, hereinafter called the “Contractor” and the Commonwealth of Virginia, University of Mary Washington called the, “University” or “UMW”.

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

PERIOD OF CONTRACT: Date of final execution by both parties through December 31, 2023, with nine (9) one year annual renewal options.

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

1. This signed Contract;
2. The Contractor’s proposal dated June 27, 2022 including all attachments and responses to questions;
3. Any addenda and the original solicitation, RFP # UCPUMW 22-1390, dated June 10, 2022 to include:
 - a. The Statement of Needs
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions;

All of which are incorporated herein by reference and constitute the “contract documents.” Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

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

- A. **Location:** The selected Contractors shall be within eight (8) miles driving distance of the University’s Fredericksburg, VA campus located at 1301 College Avenue, Fredericksburg, VA 22401.
- B. **Quality Rating:** The lodging facility proposed shall have a minimum three (3) Diamonds rating from the American Automobile Association (“AAA”) and a Smith Travel Research (“STR”) rating of Upper Midscale or higher or other comparable rating system.
- C. **Guest Rooms:** The lodging facility shall:
 - a. have no less than a total of ninety (90) guest rooms,
 - b. have direct room access from within the building, not from outside,
 - c. have both standard double (2 beds per room) and single occupancy rooms, and may have the ability to add a cot,
 - d. have a bed for occupants that contains pillows, two sheets, firm mattress, mattress pad or cover, blankets, spread, wall to wall carpeting (desired) or other floor covering, a wall switch near the entrance door for a least one lamp, incandescent table or wall mounted lights for each bed, color TV, closet or hanger space, smoke detectors, individual thermostats, telephone, note pad with pen, bathrooms with vanity, mirror, light with grounded electrical outlet, bath (shower and/or bathtub) and exhaust fan/privacy outside window,
 - e. have rooms available that are “handicap accessible” or are ADA compliant. This would include items such as a raised toilet seat, grab bars, wider doorways, etc.,
 - f. be provided with individual room-controlled heating and air conditioning (in season) and shall otherwise provide the ventilation necessary to maintain comfort for guests,

4. The University's designated Contract Administrator shall be notified of any incident occurring at the facility while UMW guests are in residence regardless of whether it involves them. However, only the individual guests will be responsible for any penalties or consequence of incidents or actions while on hotel premises.

G. Facility:

1. Facilities, furnishing and equipment shall be clean, pest free and in good repair.
2. The facility shall be compliant with National Food Service codes and standards, and appropriate personnel have been trained and certified in ServSafe procedures. Copies of certificates may be requested.

H. Reservations

1. *Reservations Direct Billed to the University*

- a) For reservations direct billed to the University, no additional amenities or expenses charged to the room will be the responsibility of UMW, and will be charged directly to the guests. Any and all fees incurred by UMW guests such as laundry, dry-cleaning, food, alcohol, movie rentals, telephone call charges, extra occupants, etc., shall be collected from the UMW guests who incurred the charges at the time of check-out. Exceptions shall be addressed when the reservation is made.
- b) The Contractor shall guarantee the University requested rooms per night, with seven (7) nights a week arrival potential. The University will contact the hotel a minimum of twenty-four (24) hours in advance of any routine lodging need.
- c) All reservations made by the University, for which confirmation is received, shall be guaranteed, and cannot be canceled by the Contractor for any reason.
- d) Should the Contractor be unable to honor a confirmed reservation due to overbooking, it is the responsibility of the Contractor to first contact the other UMW Contractors for accommodations, at no additional cost to the University. If none of the other contracted hotels are able to accommodate, the Contractor shall find another comparable commercial hotel, preferably within the same proximity to the University as the Contractor's, and no further than an eight mile drive from the Fredericksburg campus. The standards set forth in the contract shall be met, at the contracted rates, and at no additional cost to the University. Alternative accommodations must be completed within one (1) hour of cancellation. The UMW representative who made the reservation must be contacted immediately once the overbooking is identified. Confirmed reservations, cancelled by the Contractor, shall be included within the required monthly report. Failing to honor a confirmed reservation more than three times within a contract period may be grounds for termination of the contract.
- e) The Contractor shall utilize the reservation list (order), as provided by the University, to reserve rooms and confirm room blocks within four (4) hours of receipt of order. Confirmation shall be sent to the University's authorized point of contact provided, preferably by e-mail, or alternately by fax.
- f) ~~The Contractor shall maintain the University's reservation list reflecting dates, length of stay, and collect occupant's signature during check-in or check-out. This will be returned to the University electronically for certification/verification of performance, on a monthly basis.~~ The University shall only pay for rooms used for reservations originating with authorized University point of contact. UMW will not be financially responsible for costs associated with late check-out or no-show. Tg
- g) The Contractor shall waive reservation cancellation fees.
- h) The University reserves the right to request lodging from the Contractor with 2-hour notice upon occurrence of a documented emergency, which may result from the weather, an issue with a facility on campus, etc.

- i) the Contractor shall not bill the University at a room rate that exceeds the prescribed Government per diem rate effective at the time of the reservation. [Per Diem Rate](#).
 - 2. *Individual Reservations – UMW “Friends & Family”, Visiting Sports Teams, Performers, State & Local*
 - a) If the Contractor cannot accommodate a confirmed reservation request (due to overbooking), it shall be responsible for contacting the other Contractors first to find alternative lodging at no additional cost to the guest. If the Contractors are unable to accommodate, the Contractor shall find another comparable commercial hotel, within an eight (8) mile drive to the University, which meets the standards set forth in the contract and at the contracted rates with no additional expense to the individual or the visiting sports team. Alternative accommodations must be completed within one hour of cancellation.
 - 3. *Blocks of rooms:* Upon the request by a University representative, the Contractor will provide a block(s) of rooms for UMW sponsored events, for which the formal reservations shall be made and paid by the individuals attending or directly paid by the University, dependent on the event. Rooms within a block shall be available for the duration of the date range provided by UMW.
 - 4. *Blackout Dates:* Blackout dates shall be provided by the Contractor, and updated for changes as necessary.
- I. **Contractor Point of Contact:** The Contractor shall provide a single point of contact for all communications with the University regarding University reservations, issues, questions, etc. The individual shall be knowledgeable of the contents of the awarded contract.
- J. **Student Placement:** Contractors shall offer UMW a long-term stay for students who may require relocation at a rate that cannot exceed the Commonwealth [Per Diem Rate](#) for lodging, plus tax.
- K. **Check In/Check Out (University Direct Billed Reservations):** The following procedures shall be followed by the Contractor when reservations are directly made and paid by the University.
 - 1. At the time of the check-in, the Contractor shall compare the University discounted room rate to the best available rate being offered. If the best available rate is lower than the room rate booked at the time of reservation, the Hotel will charge the University the lower rate of the two. This shall be the UMW Guaranteed Lowest Rate. The room rate may not exceed the Government per diem rate in effect at the time of the reservation.
 - 2. The Contractor shall retain a credit card or contact information from the UMW guest for all extra services (phone charges, additional room occupants, room service etc.) not specified or not normally included in the room rate. These expenses shall be paid for by the individual(s) requesting and receiving the extra service. The University shall not incur liability in this instance and it is the Contractor’s responsibility to collect these charges from the individual(s).
 - 3. The Contractor shall provide a check in/out service on a 24-hour basis, 7 days a week. The lodging facility agrees to inform all UMW guests who are assigned accommodations and who incur another day’s lodging charge because of failure to meet the required check out time that they do so at their own expense. The University shall not incur liability in this instance.
- L. **Hotel Services:**
 - 1. University guests shall be afforded the same customer considerations, courtesy and respect as all other facility guests.
 - 2. Contractor shall offer complimentary breakfast.
 - 3. Contractor shall offer free wireless or wired internet connection within the room.

4. Contractor shall offer laundry services to guests; however, all guests will be responsible for payment for this service at check-out (billed to room). UMW will not be responsible for payment of charges associated with laundry services.
5. Contractor shall offer some type of meeting space or conference area.

M. Contractor Provided Reporting:

1. Monthly reports showing
 - a) Number of nights booked and spend
 - b) Conference and catering spend
 - c) Number of confirmed reservations that were not accommodated
 - d) Cancellation and attrition fees
 - e) As required, Contractor’s corrective actions for complaints filed with the University.
2. Other reports as requested by the University

N. University Special Events: Throughout the year, the University sponsors various educational, cultural, and social events that benefit the University community, and which also provide outreach opportunities and economic benefits to the local communities and businesses. Provided below is a list consisting of, but not limited to, University sponsored events and activities for which lodging accommodations will be required on an annual basis. This list is subject to change.

University Events & Activities

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| <ul style="list-style-type: none"> ❖ Board of Visitors Meetings* – mid-month in September, November, February, and April (Approximately 100 to 120 nights/year) ❖ Great Lives Annual Speaker Series* - mid-January through mid-April (Approximately 25 nights per year) ❖ Theatre, 60 performances per year. (Approximately 30 to 40 room nights per year.) ❖ Washington/Alvey Scholars* – Mid-March (Approximately 30 standard double bed/queen size rooms per year) ❖ Alumni Speakers for Enrollment Events* – Various dates (Approximately 7 – 12 nights per year) ❖ Reunion Weekend - Annual (Approximately 75 Rooms) ❖ Alumni Association Board of Directors Mtg. – 3 time per year (Approximately 30 nights per year) | <ul style="list-style-type: none"> ❖ Beginning Year Move-In – Mid-August (Approximately 80 nights total) ❖ Commencement Weekend – Annual, 2nd weekend in May (Lodging for families, friends of graduates, and Board of Visitors) ❖ Summer Orientation Preview - Annual (Lodging required for guests of 950 Students for two nights) ❖ Homecoming Weekend– Mid-October (Normally over 300 returning students) ❖ Family Weekend - between mid-September and mid-October (A block of approximately 50 or more rooms) ❖ Various Conferences & Training – dates will vary ❖ Guest Speakers & Lecturers – dates will vary ❖ Recruitment Events - dates will vary ❖ Employment Candidates – dates vary ❖ Volunteer Leadership Summit – Biannual (Approximately over 100 Alumni) |
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**Reservation made and paid directly by the University and subject to the GSA Government per diem rate for the Fredericksburg, VA area.*

1. In addition to the requirements as specified within *Section VII, subsections A through M* of this RFP, each awarded Contractor agrees to provide the following to the University:
 - a) Complementary use of a hospitality suite per contract year to be used at the discretion of the University.
 - c) Access to corporate member rewards/points program with scalable benefits with

- increased usage by the University.
- d) For hosted events, the Contactor shall provide complementary use of a meeting room that meets the needs of the University based on availability.
2. The Contractor may have opportunities to promote their business given the various scenarios offered below:
- a) At the University's discretion, Contractors may have an opportunity to host and/or sponsor university events, as listed in *Section O* above.
 - b) For a sponsorship fee of \$500 to the University, the Contractor shall receive an invitation to the sponsored event. The University may also provide public acknowledgement of the sponsorship, as appropriate (public service announcement, brochure, banner, etc.).
 - c) The University may identify the Contractor(s) on new student recruiting correspondence.
 - d) Name the awarded Contractor(s) as the preferred lodging facility for accommodation on mailings and advertisements to the University community for all local events.
 - e) Contractor's contact information for making reservations shall be posted on the University's website.
 - f) With prior written approval from the University, authorization to identify the University of Mary Washington in the Contractor's advertisements and brochures may be provided.
 - g) The University may work with the Contractor to establish an internship program for University students.

CONTRACT ADMINISTRATION: The Business Services Administrative & Licensing Coordinator, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding [Required General Terms and Conditions](#) of this 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.

CANCELLATION OF CONTRACT:

- a) Termination without cause: 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 honor all outstanding reservations, at the applicable contract rates, made prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all completed stays, for which the reservation was directly made by a representative of the University 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.

- b) Termination for cause: If the Contractor is in default in the performance of any covenant, promise, term or condition of the resultant contract, and if such default is not cured within thirty (30) calendar days after the date of the written notice delivered to the Contractor, the University shall have the right to issue a unilateral modification to cancel the contract.

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

- a) 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.
- b) 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:
 - I. By mutual agreement between the parties in writing; or
 - II. 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
 - III. 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.

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

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.

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.

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.

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.

EXTRA CHARGES PROHIBITED: The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

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

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.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- b) Employer's Liability - \$100,000.
- c) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property

damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

- d) Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

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 services from other sources.

NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service, or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

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

If to the Contractor:
Attn: Tami Gonzales@hmphotels.com
1241 Emancipation Hwy.
Fredericksburg, VA 22401

OWNERSHIP OF MATERIALS: Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

OPEN ENROLLMENT: It is the intent of this Contract to have multiple open award enrollment periods, at the University's option, during the term of the contract. The University reserves the right to award a contract to a new Contractor(s) during these open enrollment periods. A contract awarded based on open enrollment will not have an end date beyond the end date of the first awarded contracts.

A request for proposals during an open enrollment period will be issued through "eVA", Virginia's Marketplace. Proposals will be evaluated in accordance with the original solicitation's evaluation criteria. Contractors awarded a contract prior to an open enrollment period will remain under contract, unless the contract is not renewed, and are therefore not required to submit a response to an open enrollment request for proposals.

PROCUREMENT MANUAL: This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendor's and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org> under the "About" section at the top of the page.

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.

RENEWAL OF CONTRACT: This contract may be renewed by the University upon written agreement of both parties for nine (9) successive one year periods, under the terms of the contract, and at a reasonable time (approximately 90 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term.

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.

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>.

PAYMENT:

a) To Contractor:

- I. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- II. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- III. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- IV. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- V. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractor should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).

b) To Subcontractors: A Contractor awarded a contract under this solicitation is hereby obligated:

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement

Tel: (540) 654-1127
Fax: (540) 654-1168
procure@umw.edu

- 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.
- c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- I. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - a. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the Contractor's cost of operations not to exceed the Consumer Price Index annual rate, effective at the end of each contract period, for the preceding twelve (12) months. Price escalation may be permitted only at the beginning of each renewal term only when explicitly requested in writing by the Contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Not less than thirty (30) days prior to the end of the then-current contract period, Contractor shall give the University advance notice of any proposed price increase to the purchasing office. Any approved price increases will be effective only at the beginning of each renewal term. The Contractor shall provide documentation that identifies and supports the cost increases (labor, utilities, services etc.) that caused the rate increase. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall honor all reservations made prior to the effective date of the price adjustment at the contract rate in effect on the date the reservation was made. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

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

1. Small Purchase Charge Card (SPCC): Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or*

surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.

2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view [The Bank of America Value of Virtual Payables](#).
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all 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 should be sent to invoices@mail.umw.edu.

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

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

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

CONTRACTOR

UNIVERSITY OF MARY WASHINGTON

Signature: Lewis Tedesco, CHSP

Signature: _____

Printed Name: Lewis Tedesco, CHSP

Printed Name: Melva Kishpaugh

Title: Sr. Regional Director of Sales & Marketing

Title: Director, Procurement Services

Date: 1.10.2023

Date: January 25, 2023

FEI/FIN#: _____

Phone: 757-941-2164 x 309

Email: ltedesco@hmphotels.com

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: June 10, 2022		
RFP NUMBER & TITLE: UCPUMW 22-1390		
PROPOSAL DUE DATE & TIME: 2:00 p.m., July 7, 2022	NOTE: Proposals received after the due date and time cannot be accepted.	
PROPOSAL DELIVERY ADDRESS:	University of Mary Washington Procurement Services /Reference #URFPUMW 22-1390 Eagle Village Executive Offices, Suite 480 1125 Emancipation Hwy., Fredericksburg, VA 22401	
WORK LOCATION:	<input type="checkbox"/> All Campuses <input checked="" type="checkbox"/> Fredericksburg <input type="checkbox"/> Stafford <input type="checkbox"/> Dahlgren	
COMMODITY CODE(S):	97130	
PRE-PROPOSAL CONFERENCE:	<input checked="" type="checkbox"/> Optional <input type="checkbox"/> Mandatory <input type="checkbox"/> N/A	DATE & TIME: 10:00 a.m. June 16, 2022
PRE-PROPOSAL LOCATION:	Eagle Village, 1125 Emancipation Highway, Fredericksburg, VA, Suite #480	
CONTRACT OFFICER:	Ken Manahan	EMAIL: kmanaha2@umw.edu
PERIOD OF CONTRACT:	One year from date of award with nine (9) one year renewal options.	

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

Legal Name of Offering

Firm:

Hyatt Place Fredericksburg - Mary Washington

Address of Offering Firm:

1241 Emancipation Hwy, Fredericksburg, VA 22401

DSBSD Certification No.:

Expiration Date:

eVA ID:

RFP #UCPUMW 22-1390

Tax ID:

118249075

Email:

tgonzales@hmp-hotels.com

Telephone:

540-736-9655

Website:

hyattplace.com

Fax:

540-736-9600

Submitted By (Print Name & Title):

Tami Gonzales/ Director of Sales

Signature (In Ink):



Date:

6/27/2022

ADDENDUM
June 22, 2022

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: UCPUMW 22-1390
Date Issued: June 22, 2022
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: 2:00 p.m., July 7, 2022

This addendum consists of two (2) pages.

Addendum #1 is issued to provide the list of attendees to the pre-proposal conference held June 16, 2022.

END OF ADDENDUM NO. 1

Kenneth R. Manahan
Procurement Services
University of Mary Washington
Email: kmanaha2@umw.edu
Phone: (540)654-1382

RFP UCPUMW 22-1390 Addendum No. 1 (and all addenda) shall be acknowledged by signing and included in the RFP submittal package.

NAME OF OFFERING FIRM: Hyatt Place Fredericksburg - Mary Washington

NAME OF OFFEROR REPRESENTATIVE: Tami Gonzales

OFFEROR SIGNATURE: 

DATE: June 27, 2022

**ADDENDUM
June 22, 2022**

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: UCPUMW 22-1390
Date Issued: June 22, 2022
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: 2:00 p.m., July 7, 2022

This addendum consists of two (2) pages.

Addendum #1 is issued to provide the list of attendees to the pre-proposal conference held June 16, 2022.

END OF ADDENDUM NO. 1

Kenneth R. Manahan
Procurement Services
University of Mary Washington
Email: kmanaha2@umw.edu
Phone: (540)654-1382

RFP UCPUMW 22-1390 Addendum No. 1 (and all addenda) shall be acknowledged by signing and included in the RFP submittal package.

NAME OF OFFERING FIRM: Hyatt Place Fredericksburg - Mary Washington

NAME OF OFFEROR REPRESENTATIVE: Tami Gonzales

OFFEROR SIGNATURE: 

DATE: June 27, 2022

SEALED REQUEST FOR PROPOSALS (RFP)

- I. **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 2:00 p.m., June 21, 2022.
- II. **PRE-PROPOSAL CONFERENCE:** A optional pre-proposal conference will be held on June 16, 2022 at 10:00 a.m. in the Eagle Village Executive Offices, suite 480, 1125 Emancipation Hwy., Fredericksburg, VA 22401. See Pre-Proposal Conference clause in the Special Terms and Conditions.
- No attendee will be permitted access to the conference after 10:00 a.m.
 - It is recommended that a copy of the RFP is brought with you to the conference.
 - As of the date of this solicitation, face masks are optional for attendees.
 - Potential Offerors shall email the Contract Officer with the names of attendees no later than 2:00 p.m., June 14, 2022.
- III. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the goods/services described herein 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.**
- Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
 - Proposals may be hand delivered or sent via United Postal Service or Express mail. If mailed, be sure to leave sufficient time for the package to arrive on time.
 - UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator that accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
 - UMW requires the inclusion of a clearly marked redacted proposal, both electronic and hard copy, if any portion of the Offeror's proposal contains proprietary information. Refer to Section VII of this solicitation for information on redacted information.
 - Proposals may be delivered any time prior to the due date and time specified on page 1 of this solicitation. **During the week of July 4, 2022, hand delivered proposals will only be accepted between the hours of 8:00 a.m. and 5:00 p.m. on July 5th and 6th, 2022, and on July 7, 2022 between the hours of 8:00 a.m. and 2:00 p.m. The University is closed on July 4, 2022.**
- 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 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 sealed proposals from qualified businesses that are located within eight (8) miles driving distance from the University of Mary Washington's Fredericksburg, VA campus ("UMW" or "University") have a minimum of ninety (90) guest rooms, and not have direct access to rooms from outside the establishment. A term contract will be established through competitive negotiations, potentially with a multiple number of qualified firms to provide lodging accommodations, at discounted rates per room night, for members of the University' community, in conjunction with and for, but not limited to, the University's Athletics program, Theatre Department, Commencement, Summer Orientation, Family Weekend, Homecoming, Alumni Weekend, visiting artists, faculty candidates, University business, and various other events.

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:

During each academic year, the University sponsors events that require lodging accommodations for various athletic, academic, cultural, and social events, and for individuals from out of town who are either visiting UMW students or who may have business with the University. The University is currently contracted with the Country Inn & Suites, located at 1125 Patriot Highway, Spotsylvania, VA, under contract number UCPUMW 20-1063 currently scheduled to end December 31, 2022.

It is the goal of the University to have sufficient lodging capacity available to accommodate all out-of-town visitors (alumni, athletes, VIPs, families, friends, etc.) when required. Athletic Department events include approximately twenty-one (21) annual tournaments and regular season competitions that can be found on the Athletics Department's website at: <https://www.umweagles.com/landing/index>

The University's Theatre department has approximately 60 performances per year, for which parents and friends of performers require hotel accommodations, as well as visiting artists. Other University related events are identified within Section VII, O. These events are not all encompassing, and are subject to change.

University historical lodging usage data for calendar years 2017, 2018, 2019, 2020, and 2021 is provided on the following page. These figures represent reservations that were direct billed to the University, and reservations made by individuals visiting the University. For CY 2020 and 2021, for which the data is incomplete, reservations were impacted due to COVID-19 virus restrictions. The figures do not include reservations made for athletic tournaments and regular season competitions.

Historical Lodging Usage – Room Nights

Month	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
January	40	67	74	49	28
February	140	117	74	14	31
March	114	167	87	24	16
April	144	108	122	1	19
May	44	60	229	1	25
June	111	208	128	14	9
July	22	176	27	14	25
August	301	197	176	27	9
September	163	78	84	14	N/A
October	97	153	136	N/A	N/A
November	97	87	102	N/A	N/A
December	25	14	N/A	N/A	N/A
Total	1,298	1,432	1,239	158	162

IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

- 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/sites/vascupp/files/2020-05/vascapp-governing-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. Offerors must be registered with the Virginia Marketplace, "eVA", prior to the submission of a response to this solicitation. The following is the link to the registration page: [Register Now \(virginia.gov\)](#)
2. 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.

3. 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.

4. 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.*
5. Site Visit: The University reserves the right to conduct a site visit at an Offeror's proposed facility, which will be scheduled in advance. Attendees will consist of employees of the University.
6. Number of Proposals Required: One (1) printed original and one (1) electronic media version (Flash Drive only) 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 (Flash Drive only) clearly marked "Redacted Copy" must be submitted if required by the Offeror.

7. **Proposal Formatting and Content:** 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:
- Prepared simply and economically, with the ability to be recycled
 - Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
 - Dual-side printed where practical
 - Bound in a single volume where practical
 - Straightforward and concise
8. **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:

1. Proposals should be as thorough and detailed as possible. Offerors are required to submit the following information within the proposal in order of appearance and as referenced below:
- a. Completed and SIGNED RFP cover page: Proposals shall be signed by an authorized representative of the Offeror.
 - b. Capability: Describe the Offeror's capability to provide successful services if awarded; including but not limited to the following:
 - I. Brief background, description and history of the Offeror and the nature and scope of its operation.
 - II. Complete the responses within Attachment D ("Response Summary").
 - III. Identification of annual reservation blackout dates.
 - IV. Describe any special amenities the Offeror provides to its guests.
 - V. A description of the amenities included within each guest room type shall be included.
 - VI. Include the number of conference rooms within the facility and the capacity of each.
 - VII. Information regarding the level of assistance and support, in terms of personnel, designated website, electronic reservation system, etc. that will be specific to UMW.
 - VIII. Describe how the Offeror shall maintain records of reservations specific to UMW and ensure the contractual room rate will be properly assigned to reservations.
 - IX. Specify the Offeror's single point of contact, by title, for all communications with the University regarding University reservations, issues, questions, etc. during performance under the awarded contract.
 - X. Description of any experience providing similar services for institutions of higher education, state agencies or other governmental entities.
 - XI. Specify the driving distance, in miles, from the Offeror's location to the University's Fredericksburg, VA location. The basis for determining the mileage shall be specified. The address to use for mileage is 1301 College Ave., Fredericksburg, VA 22401.
 - XII. For the proposed lodging facility, the Offeror shall identify the American Automobile Association ("AAA") Diamonds rating and the Smith Travel Research ("STR") classification or other comparable ratings. Documentation shall be

included within the proposal that supports the rating/classification, and a description of the rating description.

- XIII. Describe the types of food available to customers during the hotel's complimentary breakfast, the breakfast hours of operation, and the days breakfast is provided. Also, identify if a restaurant is located within the facility.
 - XIV. The lead times required for requesting a block(s) of rooms and the Offeror's terms for reserving blocks of rooms.
 - XV. A description of the process to be followed to ensure the contract rates will be applied to reservations.
 - XVI. Safety Assurance: Describe in detail the Offeror's safety standards, to include procedures for maintaining a safe environment for UMW Faculty, Staff, Parents, Students, Athletes and Guests while in residence. A copy of the hotel's written emergency management and safety information plans shall be included in the proposal package.
 - XVII. Housekeeping practices: A written plan for housekeeping work practices shall be included.
 - XVIII. The amount of lead time required to obtain a block of rooms for athletic tournaments and University events.
 - XIX. Any other products or services that the firm is capable of offering in addition to the services required in Section VII of this RFP that would add value to the contract.
 - XX. Complementary Rooms/Rebates. The Offeror shall describe a process by which complementary rooms and/or rebates shall be offered to the University.
 - XXI. Describe the process followed when rooms are overbooked and relocation of visitors may be necessary.
- c. Financial Proposal:
- I. Complete the Pricing Template in Attachment A by specifying a discount off the best available room rate ("BAR") at the time of the reservation for each of the following categories:
 - i. **Friends & Family:** Payment will be the responsibility of the individual making the reservation.
 - ii. **Guest Performers:** This category includes, but is not limited to, individuals performing in theatrical or musical events, for which the performers themselves are responsible for payment of their expenses.
 - iii. **Visiting Athletic Teams (Regular Season Competitions):** Payment will be by the visiting team's school. Rates billed for visiting teams from Virginia public institutions of higher education is addressed in section II., ii below.
 - iv. **Visiting Athletic Teams (Tournaments):** Tournaments will consist of multiple teams. Payment will be by the visiting team's school. The Commonwealth of Virginia public universities shall be billed at no more than the prevailing Government per diem rate for the Fredericksburg, VA area.
 - v. **Special events:** This category includes, but is not limited to, the events identified in Section VII, O of this solicitation. For this category, the Offeror shall propose a not-to-exceed rate per room night for which the actual rate charged for an event may be lower.
 - II. Indicate in Attachment A Offeror's agreement that the room rate shall not exceed the GSA Government per diem lodging rate for University direct paid reservations, employees of state and local governments, and visiting teams

from other Virginia public institutions of higher learning as follows:

- i. **Direct Billed to the University:** Lodging rates billed and paid directly by the University shall not exceed the Commonwealth of Virginia ("Commonwealth") per diem rate, for the Fredericksburg, VA area (Per Diem Rate), plus applicable tax.
 - ii. **State and Local Government Visitors:** Includes employees of state and local governments visiting UMW for business purposes for which the room rate shall not exceed the Fredericksburg, VA GSA Government per diem lodging rate plus applicable tax.
 - iii. **Visiting Teams from Virginia Institutions of Higher Learning:** The room rate shall not exceed the GSA Government per diem lodging rate, plus applicable tax, for the Fredericksburg, VA area.
- d. **Subcontracting Plan:** Offeror shall include within the proposal a completed Subcontracting Plan, Attachment B.
 - e. **Exceptions to any terms and conditions included with this solicitation must be identified within the Offeror's proposal.**

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

VII. STATEMENT OF NEEDS: The selected Contractors shall provide services as described below, inclusive of all labor, equipment, and currently existing real estate required in order to provide requested accommodations as detailed in this Statement of Needs.

- A. **Location:** The selected Contractors shall be within eight (8) miles driving distance of the University's Fredericksburg, VA campus located at 1301 College Avenue, Fredericksburg, VA 22401.
- B. **Quality Rating:** The lodging facility proposed shall have a minimum three (3) Diamonds rating from the American Automobile Association ("AAA") and a Smith Travel Research ("STR") rating of Upper Midscale or higher or other comparable rating system.
- C. **Guest Rooms:** The lodging facility shall:
 - a. have no less than a total of ninety (90) guest rooms,
 - b. have direct room access from within the building, not from outside,
 - c. have both standard double (2 beds per room) and single occupancy rooms, and may have the ability to add a cot,
 - d. have a bed for occupants that contains pillows, two sheets, firm mattress, mattress pad or cover, blankets, spread, wall to wall carpeting (desired) or other floor covering, a wall switch near the entrance door for a least one lamp, incandescent table or wall mounted lights for each bed, color TV, closet or hanger space, smoke detectors, individual thermostats, telephone, note pad with pen, bathrooms with vanity, mirror, light with grounded electrical outlet, bath (shower and/or bathtub) and exhaust fan/privacy outside window,
 - e. have rooms available that are "handicap accessible" or are ADA compliant. This would include items such as a raised toilet seat, grab bars, wider doorways, etc.,
 - f. be provided with individual room-controlled heating and air conditioning (in season) and shall otherwise provide the ventilation necessary to maintain comfort for guests,
 - g. be non-smoking only. The contractor shall notify the University's Contract Administrator of any non-compliance; however the University will not be responsible for any penalties or associated charges. The Contractor should provide a "designated smoking area" with proper signage.
- D. **Nightly Rates/Room:** Contract rates per room shall be established, and are made available by the Contractor until the last room is sold.

- a. Contract rates per room night shall be based on the percent discount off the Best Available Rate ("BAR") at the time of the reservation for each of the following categories:
 - I. **Direct Billed to the University:** Lodging rates billed and paid directly by the University should not exceed the Commonwealth of Virginia ("Commonwealth") per diem rate, for the Fredericksburg, VA area ("Per Diem Rate"), plus applicable tax.
 - II. **Friends & Family:** Payment will be the responsibility of the individual making the reservation.
 - III. **Guest Performers:** This category includes, but is not limited to, individuals performing in theatrical or musical events, for which the performers themselves are responsible for payment of their expenses.
 - IV. **Visiting Athletic Teams (Regular Season and Tournament Competitions):** Payment will be by the visiting team's school. The Commonwealth of Virginia public institutions of higher learning shall be billed at no more than the prevailing Government per diem rate for the Fredericksburg, VA area.
 - V. **Visiting Athletic Teams (Tournaments):** Tournaments will consist of multiple teams. Payment will be by the visiting team's school. The Commonwealth of Virginia public institutions of higher learning shall be billed at no more than the prevailing Government per diem rate for the Fredericksburg, VA area. Special room night rates may be negotiated due to the number of rooms required for tournaments.
 - VI. **Special events:** This category includes, but is not limited to, the events identified in Section VII, O of this solicitation, and may involve booking a block or blocks of rooms.
 - VII. **State and Local Government Visitors:** Includes employees of state and local governments visiting UMW for business purposes for which the room rate shall not exceed the GSA Government per diem rate for the Fredericksburg, VA area.
 - b. At the time of booking, the Contractor guarantees that the University contract room night rate, established through this RFP and included within the resultant contract, is the highest discount offered and equates to the lowest room rate available. If the Contractor is offering a room at a lower rate, the Contractor will complete the reservation at the lower rate. The contractor will extend all University provisions of services, as detailed in this Agreement, regardless if the reservation was booked using the University rates or non-University rates.
 - c. A process by which the University, Contractor, and guests shall follow, to ensure the correct applicable contract rate is applied at the time of a reservation, will be established.
- E. **Parking:** Parking facilities shall be available with adequate lighting or the Contractor should offer valet parking at the expense of the individual.
- F. **Security, Emergencies & Incidences:**
1. If utilities fail, other than an area-wide failure, for more than eight hours, the Contractor shall take action to relocate all occupants to other comparable facilities at no expense to the University or the occupant. If a situation occurs where a 'lockdown' takes effect (such as catastrophic weather, etc.), the hotel shall provide an area of refuge that is stocked with food and water for guests.
 2. The hotel shall have on site at all times a designated staff person who is trained in emergencies; i.e. but not limited to, bomb threats, natural disasters, fire and medical emergencies. This requirement shall include nights and weekends as well as holidays.
 3. The Contractor must meet all requirements of the Federal Emergency Management Act (FEMA), under the Hotel and Motel Fire and Safety Act of 1990, for which confirmation of such shall be provided within the proposal.
 4. The University's designated Contract Administrator shall be notified of any incident occurring at the facility while UMW guests are in residence regardless of whether it involves them. However, only the individual guests will be responsible for any penalties or consequence of incidents or actions while on hotel premises.

G. Facility:

1. Facilities, furnishing and equipment shall be clean, pest free and in good repair.
2. The facility shall be compliant with National Food Service codes and standards, and appropriate personnel have been trained and certified in ServSafe procedures. Copies of certificates may be requested.

H. Reservations

1. Reservations Direct Billed to the University

- a) For reservations direct billed to the University, no additional amenities or expenses charged to the room will be the responsibility of UMW, and will be charged directly to the guests. Any and all fees incurred by UMW guests such as laundry, dry-cleaning, food, alcohol, movie rentals, telephone call charges, extra occupants, etc., shall be collected from the UMW guests who incurred the charges at the time of check-out. Exceptions shall be addressed when the reservation is made.
- b) The Contractor shall guarantee the University requested rooms per night, with seven (7) nights a week arrival potential. The University will contact the hotel a minimum of twenty-four (24) hours in advance of any routine lodging need.
- c) All reservations made by the University, for which confirmation is received, shall be guaranteed, and cannot be canceled by the Contractor for any reason.
- d) Should the Contractor be unable to honor a confirmed reservation due to overbooking, it is the responsibility of the Contractor to first contact the other UMW Contractors for accommodations, at no additional cost to the University. If none of the other contracted hotels are able to accommodate, the Contractor shall find another comparable commercial hotel, preferably within the same proximity to the University as the Contractor's, and no further than an eight mile drive from the Fredericksburg campus. The standards set forth in the contract shall be met, at the contracted rates, and at no additional cost to the University. Alternative accommodations must be completed within one (1) hour of cancellation. The UMW representative who made the reservation must be contacted immediately once the overbooking is identified. Confirmed reservations, cancelled by the Contractor, shall be included within the required monthly report. Failing to honor a confirmed reservation more than three times within a contract period may be grounds for termination of the contract.
- e) The Contractor shall utilize the reservation list (order), as provided by the University, to reserve rooms and confirm room blocks within four (4) hours of receipt of order. Confirmation shall be sent to the University's authorized point of contact provided, preferably by e-mail, or alternately by fax.
- f) The Contractor shall maintain the University's reservation list reflecting dates, length of stay, and collect occupant's signature during check-in or check-out. This will be returned to the University electronically for certification/verification of performance, on a monthly basis. The University shall only pay for rooms used for reservations originating with authorized University point of contact. UMW will not be financially responsible for costs associated with late check-out or no-show.
- g) The Contractor shall waive reservation cancellation fees.
- h) The University reserves the right to request lodging from the Contractor with 2-hour notice upon occurrence of a documented emergency, which may result from the weather, an issue with a facility on campus, etc.
- i) the Contractor shall not bill the University at a room rate that exceeds the prescribed Government per diem rate effective at the time of the reservation. Per Diem Rate.

2. Individual Reservations – UMW "Friends & Family", Visiting Sports Teams, Performers, State & Local

- a) If the Contractor cannot accommodate a confirmed reservation request (due to overbooking), it shall be responsible for contacting the other Contractors first to find alternative lodging at no additional cost to the guest. If the Contractors are unable to accommodate, the Contractor shall find another comparable commercial hotel, within an eight (8) mile drive to the University, which meets the standards set forth in the contract and at the contracted rates with no additional expense to the individual or the visiting sports team. Alternative accommodations must be completed within one hour of cancellation.
3. **Blocks of rooms:** Upon the request by a University representative, the Contractor will provide a block(s) of rooms for UMW sponsored events, for which the formal reservations shall be made and paid by the individuals attending or directly paid by the University, dependent on the event. Rooms within a block shall be available for the duration of the date range provided by UMW.
4. **Blackout Dates:** Blackout dates shall be provided by the Contractor, and updated for changes as necessary.
- I. **Contractor Point of Contact:** The Contractor shall provide a single point of contact for all communications with the University regarding University reservations, issues, questions, etc. The individual shall be knowledgeable of the contents of the awarded contract.
- J. **Student Placement:** Contractors shall offer UMW a long-term stay for students who may require relocation at a rate that cannot exceed the Commonwealth Per Diem Rate for lodging, plus tax.
- K. **Check In/Check Out (University Direct Billed Reservations):** The following procedures shall be followed by the Contractor when reservations are directly made and paid by the University.
 1. At the time of the check-in, the Contractor shall compare the University discounted room rate to the best available rate being offered. If the best available rate is lower than the room rate booked at the time of reservation, the Hotel will charge the University the lower rate of the two. This shall be the UMW Guaranteed Lowest Rate. The room rate may not exceed the Government per diem rate in effect at the time of the reservation.
 2. The Contractor shall retain a credit card or contact information from the UMW guest for all extra services (phone charges, additional room occupants, room service etc.) not specified or not normally included in the room rate. These expenses shall be paid for by the individual(s) requesting and receiving the extra service. The University shall not incur liability in this instance and it is the Contractor's responsibility to collect these charges from the individual(s).
 3. The Contractor shall provide a check in/out service on a 24-hour basis, 7 days a week. The lodging facility agrees to inform all UMW guests who are assigned accommodations and who incur another day's lodging charge because of failure to meet the required check out time that they do so at their own expense. The University shall not incur liability in this instance.
- L. **Hotel Services:**
 1. University guests shall be afforded the same customer considerations, courtesy and respect as all other facility guests.
 2. Contractor shall offer complimentary breakfast.
 3. Contractor shall offer free wireless or wired internet connection within the room.
 4. Contractor shall offer laundry services to guests; however, all guests will be responsible for payment for this service at check-out (billed to room). UMW will not be responsible for payment of charges associated with laundry services.
 5. Contractor shall offer some type of meeting space or conference area.

6. Contractor may offer a complimentary shuttle service to restaurants, grocery, pharmacy, and shopping within a 5-mile radius of the hotel. Shuttle service shall also be provided for access to the Fredericksburg campus. If shuttle service is not offered, Contractor shall provide local cab information to guests upon request.

M. Contractor Provided Reporting:

1. Monthly reports showing
 - a) Number of nights booked and spend
 - b) Conference and catering spend
 - c) Number of confirmed reservations that were not accommodated
 - d) Cancellation and attrition fees
 - e) As required, Contractor's corrective actions for complaints filed with the University.
2. Other reports as requested by the University

- N. University Athletic Department:** The University supports nine (9) men's and twelve (12) women's sports teams that compete in the Coast to Coast Conference (C2C) throughout the academic year. In addition to UMW, members of the C2C are: 1) UC Santa Cruz, Santa Cruz California, 2) Christopher Newport University, Newport News, Virginia 3) Finlandia University, Hancock Michigan 4) Mount Mary University, Milwaukee, Wisconsin, 5) Pratt Institute, Brooklyn NY 6) Salisbury University, Salisbury Maryland

The UMW sports seasons consist of regular season games (primarily against conference teams), tournaments (majority of participants are from out-of-town), and end of season championship tournaments (participants are from out-of-town). It is estimated that during the period of mid-August through early May, the Athletics Department will host approximately twenty-one (21) tournaments/events requiring one or two overnight stays of two or more teams for each. Refer to Attachment A for a list of the 2019/2020 tournaments. There are, on average, an estimated 120 UMW regular season home games, for which, some teams may require overnight stays. *The days of the week with the highest number of athletic events are Thursday through Sunday.*

The University's ability to: 1) host high quality talented collegiate teams during various tournaments held throughout the year; 2) successfully bid to host NCAA Division III Championships; and 3) provide the visiting teams and officials a satisfactory experience, is dependent, in part, on the University's ability to provide good quality, economically priced lodging facilities that meet the needs of the visiting teams and officials, and in some instances can be reserved on very short notice.

1. In addition to the requirements and terms as specified within Section VII, subsections A through M of this RFP, the Offeror agrees to provide the following to the University Athletic Department:
 - a) A total of fifty (50) complementary room nights to be used at the discretion of the Athletic Department, on an annual basis. The majority of these rooms, will be used for tournaments throughout the year.
 - I. In return for the 50 rooms, UMW Athletics will display two (2) 8' x 3' acknowledgement logo banners, one in the Anderson Center, and one at the Battlefield outdoor sports complex, a logo and hyperlink on the UMW Athletics Website and an invitation to the Homecoming VIP tailgate reception
 - b) Standard double occupancy rooms only (two beds per room to which a cot may be added).
 - c) Complementary rooms for coaching staff attending UMW tournaments.
 - d) Dependent on each Contractor's ability to sponsor tournaments and provide

accommodations as needed, for which final determination which shall be made on an annual basis, the University Athletic Department, at its discretion, will provide the following:

- I. The basketball tournament will contain the name of the Contractor within the title name as follows: "[Hotel Sponsor Name] Tip-Off Classic".
 - II. Opportunity for signage recognition at the Anderson Center Indoor sports facility and Battleground outdoor complex.
 - III. Game sponsor opportunities twice per calendar year.
 - IV. Advertisement opportunity in athletic programs and promotional materials.
 - V. Opportunity for Public Service Announcements at various contests.
 - VI. Tournament Contractor sponsors will be determined on a year-by-year basis
- O. University Special Events:** Throughout the year, the University sponsors various educational, cultural, and social events that benefit the University community, and which also provide outreach opportunities and economic benefits to the local communities and businesses. Provided below is a list consisting of, but not limited to, University sponsored events and activities for which lodging accommodations will be required on an annual basis. This list is subject to change.

University Events & Activities

- | | |
|--|---|
| <ul style="list-style-type: none"> ❖ Board of Visitors Meetings* – mid-month in September, November, February, and April (Approximately 100 to 120 nights/year) ❖ Great Lives Annual Speaker Series* - mid-January through mid-April (Approximately 25 nights per year) ❖ Theatre, 60 performances per year. (Approximately 30 to 40 room nights per year.) ❖ Washington/Alvey Scholars* – Mid-March (Approximately 30 standard double bed/queen size rooms per year) ❖ Alumni Speakers for Enrollment Events* – Various dates (Approximately 7 – 12 nights per year) ❖ Reunion Weekend - Annual (Approximately 75 Rooms) ❖ Alumni Association Board of Directors Mtg. – 3 time per year (Approximately 30 nights per year) | <ul style="list-style-type: none"> ❖ Beginning Year Move-In – Mid-August (Approximately 80 nights total) ❖ Commencement Weekend – Annual, 2nd weekend in May (Lodging for families, friends of graduates, and Board of Visitors) ❖ Summer Orientation Preview - Annual (Lodging required for guests of 950 Students for two nights) ❖ Homecoming Weekend– Mid-October (Normally over 300 returning students) ❖ Family Weekend - between mid-September and mid-October (A block of approximately 50 or more rooms) ❖ Various Conferences & Training – dates will vary ❖ Guest Speakers & Lecturers – dates will vary ❖ Recruitment Events - dates will vary ❖ Employment Candidates – dates vary ❖ Volunteer Leadership Summit – Biannual (Approximately over 100 Alumni) |
|--|---|

**Reservation made and paid directly by the University and subject to the GSA Government per diem rate for the Fredericksburg, VA area.*

1. In addition to the requirements as specified within *Section VII, subsections A through M* of this RFP, each awarded Contractor agrees to provide the following to the University:
 - a) Five (5) complimentary room nights, at a minimum, per contract year to be used at the discretion of the University. Contractor and the University shall agree on a methodology for the accumulation of additional complementary rooms and/or rebates beyond the five rooms.
 - b) Complementary use of a hospitality suite per contract year to be used at the discretion of the University.
 - c) Access to corporate member rewards/points program with scalable benefits with

- increased usage by the University.
 - d) For hosted events, the Contactor shall provide complementary use of a meeting room that meets the needs of the University based on availability.
2. The Contractor may have opportunities to promote their business given the various scenarios offered below:
- a) At the University's discretion, Contractors may have an opportunity to host and/or sponsor university events, as listed in *Section O* above.
 - b) For a sponsorship fee of \$500 to the University, the Contractor shall receive an invitation to the sponsored event. The University may also provide public acknowledgement of the sponsorship, as appropriate (public service announcement, brochure, banner, etc.).
 - c) The University may identify the Contractor(s) on new student recruiting correspondence.
 - d) Name the awarded Contractor(s) as the preferred lodging facility for accommodation on mailings and advertisements to the University community for all local events.
 - e) Contractor's contact information for making reservations shall be posted on the University's website.
 - f) With prior written approval from the University, authorization to identify the University of Mary Washington in the Contractor's advertisements and brochures may be provided.
 - g) The University may work with the Contractor to establish an internship program for University students.

VIII. CONTRACT ADMINISTRATION:

- A. The Business Services Administrative & Licensing Coordinator, 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:

Criteria	Point Value
Capability: How well the Offeror's response meets the requirements as specified within the Statement of Needs and is a best fit for the University.	55
Pricing: Reasonableness of proposed room night rates	40
Small Business Subcontracting Plan	5
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/files/2020/10/UMW-Mandatory-General-Terms-and-Conditions-v2_newlogo.pdf

XI. SPECIAL TERMS AND CONDITIONS:

A. SOLICITATION:

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 VBO (www.eva.virginia.gov) for a minimum of 10 days.

ACCEPTANCE PERIOD: Any offer in response to this RFP shall be valid for 120 days from the due date of the RFP. At the end of the 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 RFP 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.

ACCOMMODATION SELECTION: The University reserves the right to determine the Contractor or combination of Contractors that shall provide the necessary accommodations to ensure the overall lodging needs are met for each specific UMW activity or event.

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

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this RFP, I certify that this firm/individual and any subcontractors are properly licensed for providing the services specified, and shall remain properly licensed during the life of the contract. Additionally, it is understood that the Offeror may be asked to provide proof of this licensure at any time by the University.

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.

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

EXTRA CHARGES PROHIBITED: The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

IDENTIFICATION OF BID/PROPOSAL ENVELOPE:

The signed bid/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 RFP. 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 RFP. No other correspondence or proposals should be placed in the envelope.

<u>Devon Edelman</u>			<u>6/28/2022 830AM</u>
Name	of	Offeror	Proposal Due Date & Time
<u>UMW RFP Number</u>			<u>UMW RFP Title</u>
<u>1125 E manipulation</u>			<u>Fredricksburg VA 22401</u>
Street #/Name or P.O. Box #			City, State and Zip Code

LATE BIDS/PROPOSALS: To be considered for selection, bids/proposals must be received 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 this location 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.

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 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 contemplated herein.

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

- a. 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.
- b. 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.
- c. 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 bid/proposal submission or to the contract.

OPEN ENROLLMENT: It is the intent of this Solicitation to have multiple open award enrollment periods, at the University's option, during the term of the contract. The University reserves the right to award a contract to a new Contractor(s) during these open enrollment periods. A contract awarded based on open enrollment will not have an end date beyond the end date of the first awarded contracts.

A request for proposals during an open enrollment period will be issued through "eVA", Virginia's Marketplace. Proposals will be evaluated in accordance with the original solicitation's evaluation criteria. Contractors awarded a contract prior to an open enrollment period will remain under contract, unless the contract is not renewed, and are therefore not required to submit a response to an open enrollment request for proposals.

PREBID/PREPROPOSAL CONFERENCE – OPTIONAL: An optional preproposal conference will be held at 10:00 a.m. on June 16, 2022 at the Eagle Village building, Suite 480, located at 1125 Emancipation Highway, Fredericksburg, VA. 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. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

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.

B. **CONTRACT:**

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.

CANCELLATION OF CONTRACT:

- a) Termination without cause: 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 honor all outstanding reservations, at the applicable contract rates, made prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all completed stays, for which the reservation was directly made by a representative of the University 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.
- b) Termination for cause: If the Contractor is in default in the performance of any covenant, promise, term or condition of the resultant contract, and if such default is not cured within thirty (30) calendar days after the date of the written notice delivered to the Contractor, the University shall have the right to issue a unilateral modification to cancel the contract.

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

- a) 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.
- b) 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:
 - I. By mutual agreement between the parties in writing; or
 - II. 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
 - III. 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.

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

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.

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.

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.

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.

EXTRA CHARGES PROHIBITED: The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

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

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.

INSURANCE: By signing and submitting a bid or proposal under this RFP, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers'

compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- b) Employer's Liability - \$100,000.
- c) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- d) Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

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 services from other sources.

NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service, or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

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

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

OWNERSHIP OF MATERIALS: Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

PROCUREMENT MANUAL: This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendor's

and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org> under the "About" section at the top of the page.

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.

RENEWAL OF CONTRACT: This contract may be renewed by the University upon written agreement of both parties for nine (9) successive one year periods, under the terms of the contract, and at a reasonable time (approximately 90 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term.

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.

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>.

PAYMENT:

a) To Contractor:

- I. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- II. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- III. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- IV. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- V. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractor should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers

unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).

- b) To Subcontractors: 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.
- c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 - I. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - a. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the Contractor's cost of operations not to exceed the Consumer Price Index annual rate, effective at the end of each contract period, for the preceding twelve (12) months. Price escalation may be permitted only at the beginning of each renewal term only when explicitly requested in writing by the Contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Not less than thirty (30) days prior to the end of the then-current contract period, Contractor shall give the University advance notice of any proposed price increase to the purchasing office. Any approved price increases will be effective only at the beginning of each renewal term. The Contractor shall provide documentation that identifies and supports the cost increases (labor, utilities, services etc.) that caused the rate increase. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall honor all reservations made prior to the effective date of the price adjustment at the contract rate in effect on the date the reservation was made. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

XII. 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 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 invoices must be submitted via email at invoices@mail.umw.edu, or received at the following address and should reference the eVA purchase order and UMW contract numbers:

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

ATTACHMENT A - PRICING

The Offeror shall propose a percent discount off the Best Available Room Rate at the time of the reservation for the following categories:

CATEGORY	PROPOSED PERCENT DISCOUNT OFF BEST AVAILABLE ROOM RATE
University Direct Billed Rates. The Offeror shall state, "Yes" or "No" that it will not charge a rate higher than the GSA Government hotel room per diem rate for Fredericksburg, VA that is in effect at the time of the reservation.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Friends & Family	% Discount ^{Rate} <u>\$110.00</u>
Guest Performers	% Discount ^{Rate} <u>\$96.00</u>
Visiting Athletic Teams (Regular Season Competitions)	% Discount <u>15%</u>
Visiting Athletic Teams (Tournaments)	% Discount <u>15%</u>
Special Events	% Discount <u>15%</u>
State & Local Government Visitors. The Offeror shall state, "Yes" or "No" that it will honor the GSA Government hotel room per diem rate for Fredericksburg, VA that is in effect at the time of the reservation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Identify and include rates for conference rooms, to include maximum occupancy.	Conference Room will be 15%.

Additional pricing information for consideration:

ATTACHMENT B – SUBCONTRACTING PLAN
(Must be completed and submitted with proposal)

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 \$3million 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)*

Bidder Name: Tami Gonzales

Preparer Name: Tami Gonzales Date: 7/27/2027

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, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT B (CONT'D)

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 (\$)					

ATTACHMENT C – SWAM REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE
<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

UNIVERSITY OF MARY WASHINGTON

Administration and Finance

Procurement Services

Forms | Policies and Procedures | Buyer Resources | S/N/C | Technology Partners | **Vendors** | UMW Support Expo

Forms
DSBSO - SWaM
Contracts
Contact Us

Vendor Resources
Vendor Policies and Guidelines
Current Bids & Proposals
SWAM and Non-SWAM Reporting
Vendor Feedback

Agency Reports
(UMW's Expenses)

QUICK LINKS

SWaM Subcontractor Reporting

This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend.

Vendor *

Please enter the name of the COMPANY

Contract Number

Please enter the CONTRACT NUMBER

Name *

First

Last

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

- Upload Spreadsheet/Document
- Manual Input

Upload Document - Excel or Word only

Manually type information for each sub-contractor

ATTACHMENT D – Response Summary

REQUIREMENT	OFFEROR RESPONSE
The lodging facility is within 8 miles driving distance of the UMW Fredericksburg Campus. (Section VII,A)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The lodging facility has at a minimum an AAA Three (3) Diamond rating and a STR rating of Upper Midscale or higher. Specify if other types of ratings are applicable. (Section VII,B)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Specify the total number of the lodging facility's guest rooms, and of the total, the number that are single and double occupancy. (Section VII,C,a)	Total #: 93 Single #: 37 Double #:46
The lodging facility provides direct access to all guest rooms from inside the lodging facility, not from the outside. (Section VII,C,b)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All guest rooms have a bed for occupants that contains pillows, two sheets, firm mattress, mattress pad or cover, blankets, spread, wall to wall carpeting (desired) or other floor covering, a wall switch near the entrance door for a least one lamp, incandescent table or wall mounted lights for each bed, color TV, closet or hanger space, smoke detectors, individual thermostats, telephone, note pad with pen, bathrooms with vanity, mirror, light with grounded electrical outlet, bath (shower and/or bathtub) and exhaust fan/privacy outside window. (Section VII,C,d)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
There are Handicap Accessible or ADA compliant guest rooms within the lodging facility? This would include items such as a raised toilet seat, grab bars, wider doorways, etc. (Section VII,C,e)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All guest rooms are provided with individual room-controlled heating and air conditioning (in season) and shall otherwise provide the ventilation necessary to maintain comfort for guests. (Section VII,C,f)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
The lodging facility shall be non-smoking. (Section VII,C,g)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Parking facilities are available with adequate lighting and can accommodate buses. (Section VII,E)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If utilities fail, other than an area-wide failure, for more than eight hours, the Contractor shall take action to relocate all occupants to other comparable facilities at no expense to the university or the occupant. If a situation occurs where a 'lockdown' takes effect (such as catastrophic weather, etc.), the hotel shall provide an area of refuge that is stocked with food and water for guests. (Section VII,F,1)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT D (Continued)

The lodging facility has, on site at all times, a designated staff person who is trained in emergencies; i.e. but not limited to, bomb threats, natural disasters, fire and medical emergencies. This requirement shall include nights and weekends as well as holidays. (Section VII,F,2)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The lodging facility meets all requirements of the Federal Emergency Act (FEMA), under the Hotel and Motel Fire & Safety Act of 1990? (Section VII,F,3)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The facilities, furnishing and equipment shall be clean, pest free and in good repair. (Section VII,G,1)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The lodging facility is compliant with the National Food Service codes and standards? (Section VII,G,2)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Appropriate personnel have been trained and certified in ServSafe procedures? (Section VII,G,2)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Reservation cancellation fees shall be waived. (Section VII,H,1,g)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
UMW shall be offered a long-term stay for students who may require relocation at a rate that cannot exceed the Commonwealth <u>Per Diem Rate</u> for lodging, plus tax. (Section VII,J)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Complimentary breakfast is available to guests within the lodging facility, weekly Monday through Sunday? (section VII,L,2)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Free wireless or wired internet connection is available in all guest rooms? (Section VII,L,3)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Laundry service is available to all guests? (Section VII,L,4)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Conference area/meeting space is available within the lodging facility? (Section VII,L,5)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A complimentary shuttle service is available to restaurants, grocery, pharmacy, and shopping within a 5-mile radius of the hotel. If shuttle service is not offered, Contractor shall provide local cab information to guests upon request. (Section VII,L,6)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Contractor shall provide a total of fifty (50) complementary room nights to be provided for use at the discretion of the Athletic Department, on an annual basis. The majority of these rooms, will be used for the annual basketball tournament held each November. (Section VII,N,1,a)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> We agree to offer the per diem rate to all athletic tournaments
Contractor shall provide complementary rooms to the head coach of visiting teams for UMW tournaments. (Section VII,N,c)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT D (Continued)

Complementary meeting area/conference room shall be provided to visiting teams participating in tournaments based on availability. (Section VII,N,1,d)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<i>Contractor</i> shall provide (5) complimentary room nights, at a minimum) per contract year to be used at the discretion of the University. (Section VII,O,1,a)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	We agree to offer the per diem rate.
Contractor agrees to complimentary use of the hospitality suite, on an annual basis, to be used at the discretion of the University. (Section VII,O,1,b)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	We agree to offer a complimentary upgrade to a suite at the group rate.
Contractor shall provide UMW access to corporate member rewards/points program with scalable benefits with increased usage. (Section VII,O,1,c)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
For hosted events, the Contactor shall provide complimentary use of a meeting room that meets the needs of the University based on availability. (Section VII,O,1,d)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

ATTACHMENT E

RFP UCPUMW 22-1390 Proposal Submission Checklist

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 a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

IMPORTANT DATES & REMINDERS

- Pre-proposal Conference – June 16, 2022 at 10:00 a.m. in the Eagle Village Executive Offices, suite 480, 1125 Emancipation Hwy., Fredericksburg, VA 22401. List of attendees to be emailed to Contract Officer by June 14, 2022.
- No Questions Accepted after 2:00 p.m., June 21, 2022. All Questions must be in writing and directed toward the Procurement Officer for this solicitation: Kenneth Manahan, kmanaha2@umw.edu.
- Proposal Due Date: 2:00 p.m., July 7, 2022- Proposals submitted after 2:00 p.m. as indicated by the official Procurement clock will NOT be accepted if the proposal is hand delivered or mailed.
- Proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum, and delivered to the address located on the RFP Cover Page. Proposals must be received at the address indicated on the first page of this solicitation no later than 2:00 p.m., July 7, 2022.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

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.
- Offeror is registered in eVA.

Documents/Information to Submit:

- Completed and signed RFP cover page.
- Any/All signed addenda.
- 1 Electronic Copy of Proposal (Original and Redacted, if required) – accompanied by 1 hard copy submission.
- Attachment A – completed pricing information included in the proposal.
- Attachment B – completed Subcontracting Plan included in the proposal.
- Attachment D – completed Response Summary included in the proposal.
- Address all items specified in Section VI B in the proposal.
- Certificate of Insurance.

From: [Tami Gonzales](#)
To: [Kenneth Manahan \(kmanaha2\)](#)
Subject: RE: UMW Local Lodging Services RFP #UCPUMW 22-1390 - Request for Confirmation
Date: Friday, July 15, 2022 12:58:26 PM

Hi Ken,

Yes, that is the eVA # VS0000337398

Thank you,

Tami

Tami Gonzales

Director of Sales

Hyatt Place Fredericksburg – Mary Washington

1241 Emancipation Highway, VA 22401

(540) 735-9655 Office

tgonzales@hmp-hotels.com

tami.gonzales@hyatt.com

hyattplace.com

#1 Upscale Brand in the 2018 Business Traveler News Hotel Brand Survey

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From: Kenneth Manahan (kmanaha2) <kmanaha2@umw.edu>

Sent: Friday, July 15, 2022 11:51 AM

To: Tami Gonzales <tgonzales@hmp-hotels.com>

Subject: UMW Local Lodging Services RFP #UCPUMW 22-1390 - Request for Confirmation

Importance: High

Good morning, Tami,

I noted on the cover page of your proposal submission that you had specified the RFP number as the eVA ID. Please respond to this email confirming that your eVA ID # is VS0000337398. I will require your response before close of business today.

Regards,

Ken

Ken Manahan, CPCM

Contract Officer

University of Mary Washington

kmanaha2@umw.edu

(540) 654-1382

The logo for the University of Mary Washington Procurement Services. It features the text "University of Mary Washington" in a serif font, with "Procurement Services" in a smaller, sans-serif font below it.

From: [Tami Gonzales](#)
To: [Kenneth Manahan \(kmanaha2\)](#)
Subject: RE: University Of Mary Washington RFP #UCPUMW 22-1390 - Request for Information
Date: Tuesday, August 23, 2022 2:15:20 PM

Hi Kenneth,
Please see below.

- I. Brief background, description and history of the Offeror and the nature and scope of its operation.
 - Hyatt Place Fredericksburg – Mary Washington is a combine style, innovation and 24/7 conveniences to create an easy to navigate experience for today’s multi-tasking traveler. Guests can enjoy thoughtfully designed guestrooms featuring distinct zones for sleep, work and play, and free flowing social spaces that offer seamless transitions from work to relaxation. Our guest has a place where they can be productive, they appreciate when their loyalty is recognized, and they love getting the most value for their money. And even though our guest are traveling for work, they are most comfortable in a laid-back and casual environment where they can be themselves. The hotel, which is located on the campus of the University of Mary Washington, serves the university community, Historic Downtown Fredericksburg, Virginia and the Mary Washington Health System with its convenient centralized location. Located in the middle of the university’s Eagle Village – a pedestrian-friendly 23-acre mixed-use development – Hyatt Place Fredericksburg-Mary Washington is within steps of more than 20 retail shops, a fitness club, a grocery store, family-oriented restaurants and cafés offering selections from sushi and Mexican cuisine, and one of the area’s most popular sports bars. Miles of the city’s trail system surrounds the hotel, providing walkers, runners, and bicyclists with access to Historic Downtown Fredericksburg and the Rappahannock River

- II. Identification of annual reservation blackout dates.
 - May 5-7, 2023
 - June 2-4, 2023
 - September 30, 2022
 - October 1, 2022
 - October 21, 22, 2022

- III. A description of the amenities included within each guestroom type shall be included.
 - 93 roomy rooms, including four Executive Suites, all of which feature a swiveling 42-inch HDTV, the plush Hyatt Grand Bed® and Cozy Corner sectional sofa
 - Free Wi-Fi throughout the hotel
 - Complimentary breakfast for guests, featuring freshly prepared breakfast items, a variety of fresh fruits, hot and cold cereal, yogurt, breads, premium coffee and an assortment of juices

- More than 1,500 square feet of flexible, high-tech meeting/function space
- 24/7 Gallery Menu serving made-to-order entrees and appetizers around the clock
- A Coffee to Cocktails Bar featuring specialty coffees and premium beers, as well as wines and cocktails

IV. Include the number of conference rooms within the facility and the capacity of each

- Meeting Place: 1,173 square feet that breaks up into (3) parts: Capacity: 75 ppl
 - Meeting Place 1, 2 or 3 with 391 sq. ft. : Capacity: ppl
- Executive Boardroom: 207 sq. st. Capacity: 10 ppl

V. Information regarding the level of assistance and support, in terms of personnel, designated website, electronic reservation system, etc. that will be specific to UMW

- Special Rate code that can be uploaded into the Hyatt Place website.

VI. Describe how the Offeror shall maintain records of reservations specific to UMW and ensure that contractual room rate will be properly assigned to reservations.

- We have set up a special rate code that tracks production every time an individual books a at Hyatt Place Fredericksburg -Mary Washington.

VII. Describe the types of food available to customers during the hotel's complimentary breakfast, the breakfast hours of operation, and the days breakfast is provided. Also, identify is a restaurant is located within the facility.

- **Hours of operation for non-airport locations:** ◦ Monday through Friday from 6:30 a.m. to 9:00 a.m. /Saturday, Sunday and Holidays from 7:00 a.m. to 10:00 a.m.
- All Coffee/Tea items to be offered, at a minimum, 30 minutes before and no longer than 30 minutes after breakfast hours of operation
- Scrambled eggs, breakfast potatoes, French toast, Breakfast protein, Oatmeal, yogurt, fresh fruit, hard boiled eggs, breads and condiments, cereals, cold beverages, hot tea selections,
- Restaurant is located to the right of the front desk

VIII. The lead time required for requesting a block of rooms and the offeror's terms for reserving block of rooms

- We are flexible with lead time. As long as we have the availability.

IX. A description of the process to be followed to ensure the contract rates will be applied to reservations.

- The reservations have to be made either by the General Manager, Director of Sales or Front Office Manager. An email of the reservation request with all the guest information and what department it will be billed to.

X. Safety Assurance: Describe in detail the Offeror's safety standards, to include procedures for maintaining a safe environment for UMW Faculty, Staff, Parents, Athletes and Guests while in residences:

- Same As 2019 contract: section F & G

XI. Housekeeping practices: A written plan for housekeeping work practice shall be include: Hyatt uses a 12 point inspection which includes:

The shower/tub is completely clean
The toilet is completely clean and in working order
The sink is completely clean and in working order
The towels are clean and well presented
The bathroom floor is completely clean
All bedding is clean and well presented
The carpet/floor is free of debris and spots
All pictures and furniture are clean/dust free
All electronics are clean and in working order
The lights are clean and in working order
The room has a clean or neutral smell
The guest belongings are neatly arranged

XII. Complimentary Rooms/Rebates: The Offeror shall describe a process by which complimentary rooms and or rebates shall be offered to the University.

- We will offer a discounted rate for all UMW parents and others visiting the University.

XIII. Describe the process followed when rooms are overbooked, and relocation of visitors may be necessary.

- We will book a room at a close by hotel and pay for the room and tax for the 1st night. We will bring them back to the hotel on night 2 if they agree.

Tami Gonzales

Director of Sales

HYATT PLACE FREDERICKSBURG – MARY WASHINGTON

1241 Jefferson Davis Highway, Fredericksburg, VA 22401, USA

T +1 540 735 9655 **F** +1 540 479 3296 **E** tgonzales@hmp-hotels.com

hyattplace.com

From: Kenneth Manahan (kmanaha2) <kmanaha2@umw.edu>

Sent: Thursday, August 18, 2022 8:47 AM

To: Tami Gonzales <tgonzales@hmp-hotels.com>

Subject: University Of Mary Washington RFP #UCPUMW 22-1390 - Request for Information

Importance: High

Good morning, Tami,

Thank you again for your proposal submission in response to RFP #UCPUMW 22-1390. Based on our initial review, it was noted that certain information requested in Section VI, B (Specific Proposal Preparation and Submission Requirements) was not included in your proposal submission. Therefore, the Hyatt is asked to provide the following information to the undersigned via email by 2:00 p.m., Tuesday, August 23, 2022:

- I. Brief background, description and history of the Offeror and the nature and scope of its operation.
- II. Identification of annual reservation blackout dates.
- III. A description of the amenities included within each guest room type shall be included.
- IV. Include the number of conference rooms within the facility and the capacity of each.
- V. Information regarding the level of assistance and support, in terms of personnel, designated website, electronic reservation system, etc. that will be specific to UMW.
- VI. Describe how the Offeror shall maintain records of reservations specific to UMW and ensure the contractual room rate will be properly assigned to reservations.
- VII. Describe the types of food available to customers during the hotel's complimentary breakfast, the breakfast hours of operation, and the days breakfast is provided. Also, identify if a restaurant is located within the facility.
- VIII. The lead times required for requesting a block(s) of rooms and the Offeror's terms for reserving blocks of rooms.
- IX. A description of the process to be followed to ensure the contract rates will be applied to reservations.
- X. Safety Assurance: Describe in detail the Offeror's safety standards, to include procedures for maintaining a safe environment for UMW Faculty, Staff, Parents, Students, Athletes and Guests while in residence. A copy of the hotel's written emergency management and safety information plans shall be included.
- XI. Housekeeping practices: A written plan for housekeeping work practices shall be included.
- XII. Complementary Rooms/Rebates. The Offeror shall describe a process by which complementary rooms and/or rebates shall be offered to the University.
- XIV. Describe the process followed when rooms are overbooked and relocation of visitors may be necessary.

Contact me at any time should you have questions related to this request.

Have a good day!

Regards,
Ken

Ken Manahan, CPCM
Contract Officer
University of Mary Washington
kmanaha2@umw.edu
(540) 654-1382

University of
Mary Washington
Procurement Services

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: June 10, 2022		
RFP NUMBER & TITLE: UCPUMW 22-1390		
PROPOSAL DUE DATE & TIME: 2:00 p.m., July 7, 2022	NOTE: Proposals received after the due date and time cannot be accepted.	
PROPOSAL DELIVERY ADDRESS:	University of Mary Washington Procurement Services /Reference #URFPUMW 22-1390 Eagle Village Executive Offices, Suite 480 1125 Emancipation Hwy., Fredericksburg, VA 22401	
WORK LOCATION:	<input type="checkbox"/> All Campuses <input checked="" type="checkbox"/> Fredericksburg <input type="checkbox"/> Stafford <input type="checkbox"/> Dahlgren	
COMMODITY CODE(S):	97130	
PRE-PROPOSAL CONFERENCE:	<input checked="" type="checkbox"/> Optional <input type="checkbox"/> Mandatory <input type="checkbox"/> N/A	DATE & TIME: 10:00 a.m. June 16, 2022
PRE-PROPOSAL LOCATION:	Eagle Village, 1125 Emancipation Highway, Fredericksburg, VA, Suite #480	
CONTRACT OFFICER:	Ken Manahan	EMAIL: kmanaha2@umw.edu
PERIOD OF CONTRACT:	One year from date of award with nine (9) one year renewal options.	

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

Legal 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. **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 2:00 p.m., June 21, 2022.
- II. **PRE-PROPOSAL CONFERENCE:** A optional pre-proposal conference will be held on June 16, 2022 at 10:00 a.m. in the Eagle Village Executive Offices, suite 480, 1125 Emancipation Hwy., Fredericksburg, VA 22401. See Pre-Proposal Conference clause in the Special Terms and Conditions.
- No attendee will be permitted access to the conference after 10:00 a.m.
 - It is recommended that a copy of the RFP is brought with you to the conference.
 - As of the date of this solicitation, face masks are optional for attendees.
 - Potential Offerors shall email the Contract Officer with the names of attendees no later than 2:00 p.m., June 14, 2022.
- III. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the goods/services described herein 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.**
- Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
 - Proposals may be hand delivered or sent via United Postal Service or Express mail. If mailed, be sure to leave sufficient time for the package to arrive on time.
 - UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator that accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
 - UMW requires the inclusion of a clearly marked redacted proposal, both electronic and hard copy, if any portion of the Offeror's proposal contains proprietary information. Refer to Section VII of this solicitation for information on redacted information.
 - Proposals may be delivered any time prior to the due date and time specified on page 1 of this solicitation. **During the week of July 4, 2022, hand delivered proposals will only be accepted between the hours of 8:00 a.m. and 5:00 p.m. on July 5th and 6th, 2022, and on July 7, 2022 between the hours of 8:00 a.m. and 2:00 p.m. The University is closed on July 4, 2022.**
- 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 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 sealed proposals from qualified businesses that are located within eight (8) miles driving distance from the University of Mary Washington’s Fredericksburg, VA campus (“UMW” or “University”) have a minimum of ninety (90) guest rooms, and not have direct access to rooms from outside the establishment. A term contract will be established through competitive negotiations, potentially with a multiple number of qualified firms to provide lodging accommodations, at discounted rates per room night, for members of the University’ community, in conjunction with and for, but not limited to, the University’s Athletics program, Theatre Department, Commencement, Summer Orientation, Family Weekend, Homecoming, Alumni Weekend, visiting artists, faculty candidates, University business, and various other events.

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:

During each academic year, the University sponsors events that require lodging accommodations for various athletic, academic, cultural, and social events, and for individuals from out of town who are either visiting UMW students or who may have business with the University. The University is currently contracted with the Country Inn & Suites, located at 1125 Patriot Highway, Spotsylvania, VA, under contract number UCPUMW 20-1063 currently scheduled to end December 31, 2022.

It is the goal of the University to have sufficient lodging capacity available to accommodate all out-of-town visitors (alumni, athletes, VIPs, families, friends, etc.) when required. Athletic Department events include approximately twenty-one (21) annual tournaments and regular season competitions that can be found on the Athletics Department’s website at: <https://www.umweagles.com/landing/index>

The University’s Theatre department has approximately 60 performances per year, for which parents and friends of performers require hotel accommodations, as well as visiting artists. Other University related events are identified within Section VII, O. These events are not all encompassing, and are subject to change.

University historical lodging usage data for calendar years 2017, 2018, 2019, 2020, and 2021 is provided on the following page. These figures represent reservations that were direct billed to the University, and reservations made by individuals visiting the University. For CY 2020 and 2021, for which the data is incomplete, reservations were impacted due to COVID-19 virus restrictions. The figures do not include reservations made for athletic tournaments and regular season competitions.

Historical Lodging Usage – Room Nights

Month	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
January	40	67	74	49	28
February	140	117	74	14	31
March	114	167	87	24	16
April	144	108	122	1	19
May	44	60	229	1	25
June	111	208	128	14	9
July	22	176	27	14	25
August	301	197	176	27	9
September	163	78	84	14	N/A
October	97	153	136	N/A	N/A
November	97	87	102	N/A	N/A
December	25	14	N/A	N/A	N/A
Total	1,298	1,432	1,239	158	162

IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

- 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/sites/vascupp/files/2020-05/vascapp-governing-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. Offerors must be registered with the Virginia Marketplace, "eVA", prior to the submission of a response to this solicitation. The following is the link to the registration page: [Register Now \(virginia.gov\)](https://www.virginia.gov/register-now)
2. 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.

3. 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.

4. 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.*
5. Site Visit: The University reserves the right to conduct a site visit at an Offeror's proposed facility, which will be scheduled in advance. Attendees will consist of employees of the University.
6. Number of Proposals Required: One (1) printed original and one (1) electronic media version (Flash Drive only) 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 (Flash Drive only) clearly marked "Redacted Copy" must be submitted if required by the Offeror.

7. Proposal Formatting and Content: 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:
- Prepared simply and economically, with the ability to be recycled
 - Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
 - Dual-side printed where practical
 - Bound in a single volume where practical
 - Straightforward and concise
8. 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:

1. Proposals should be as thorough and detailed as possible. Offerors are required to submit the following information within the proposal in order of appearance and as referenced below:
- a. Completed and SIGNED RFP cover page: Proposals shall be signed by an authorized representative of the Offeror.
 - b. Capability: Describe the Offeror's capability to provide successful services if awarded; including but not limited to the following:
 - I. Brief background, description and history of the Offeror and the nature and scope of its operation.
 - II. Complete the responses within Attachment D ("Response Summary").
 - III. Identification of annual reservation blackout dates.
 - IV. Describe any special amenities the Offeror provides to its guests.
 - V. A description of the amenities included within each guest room type shall be included.
 - VI. Include the number of conference rooms within the facility and the capacity of each.
 - VII. Information regarding the level of assistance and support, in terms of personnel, designated website, electronic reservation system, etc. that will be specific to UMW.
 - VIII. Describe how the Offeror shall maintain records of reservations specific to UMW and ensure the contractual room rate will be properly assigned to reservations.
 - IX. Specify the Offeror's single point of contact, by title, for all communications with the University regarding University reservations, issues, questions, etc. during performance under the awarded contract.
 - X. Description of any experience providing similar services for institutions of higher education, state agencies or other governmental entities.
 - XI. Specify the driving distance, in miles, from the Offeror's location to the University's Fredericksburg, VA location. The basis for determining the mileage shall be specified. The address to use for mileage is 1301 College Ave., Fredericksburg, VA 22401.
 - XII. For the proposed lodging facility, the Offeror shall identify the American Automobile Association ("AAA") Diamonds rating and the Smith Travel Research ("STR") classification or other comparable ratings. Documentation shall be

included within the proposal that supports the rating/classification, and a description of the rating description.

- XIII. Describe the types of food available to customers during the hotel's complimentary breakfast, the breakfast hours of operation, and the days breakfast is provided. Also, identify if a restaurant is located within the facility.
- XIV. The lead times required for requesting a block(s) of rooms and the Offeror's terms for reserving blocks of rooms.
- XV. A description of the process to be followed to ensure the contract rates will be applied to reservations.
- XVI. Safety Assurance: Describe in detail the Offeror's safety standards, to include procedures for maintaining a safe environment for UMW Faculty, Staff, Parents, Students, Athletes and Guests while in residence. A copy of the hotel's written emergency management and safety information plans shall be included in the proposal package.
- XVII. Housekeeping practices: A written plan for housekeeping work practices shall be included.
- XVIII. The amount of lead time required to obtain a block of rooms for athletic tournaments and University events.
- XIX. Any other products or services that the firm is capable of offering in addition to the services required in Section VII of this RFP that would add value to the contract.
- XX. Complementary Rooms/Rebates. The Offeror shall describe a process by which complementary rooms and/or rebates shall be offered to the University.
- XXI. Describe the process followed when rooms are overbooked and relocation of visitors may be necessary.

c. Financial Proposal:

- I. Complete the Pricing Template in Attachment A by specifying a discount off the best available room rate ("BAR") at the time of the reservation for each of the following categories:
 - i. **Friends & Family:** Payment will be the responsibility of the individual making the reservation.
 - ii. **Guest Performers:** This category includes, but is not limited to, individuals performing in theatrical or musical events, for which the performers themselves are responsible for payment of their expenses.
 - iii. **Visiting Athletic Teams (Regular Season Competitions):** Payment will be by the visiting team's school. Rates billed for visiting teams from Virginia public institutions of higher education is addressed in section II., ii below.
 - iv. **Visiting Athletic Teams (Tournaments):** Tournaments will consist of multiple teams. Payment will be by the visiting team's school. The Commonwealth of Virginia public universities shall be billed at no more than the prevailing Government per diem rate for the Fredericksburg, VA area.
 - v. **Special events:** This category includes, but is not limited to, the events identified in Section VII, O of this solicitation. For this category, the Offeror shall propose a not-to-exceed rate per room night for which the actual rate charged for an event may be lower.
- II. Indicate in Attachment A Offeror's agreement that the room rate shall not exceed the GSA Government per diem lodging rate for University direct paid reservations, employees of state and local governments, and visiting teams

from other Virginia public institutions of higher learning as follows:

- i. **Direct Billed to the University:** Lodging rates billed and paid directly by the University shall not exceed the Commonwealth of Virginia (“Commonwealth”) per diem rate, for the Fredericksburg, VA area ([Per Diem Rate](#)), plus applicable tax.
 - ii. **State and Local Government Visitors:** Includes employees of state and local governments visiting UMW for business purposes for which the room rate shall not exceed the Fredericksburg, VA GSA Government per diem lodging rate plus applicable tax.
 - iii. **Visiting Teams from Virginia Institutions of Higher Learning:** The room rate shall not exceed the GSA Government per diem lodging rate, plus applicable tax, for the Fredericksburg, VA area.
- d. **Subcontracting Plan:** Offeror shall include within the proposal a completed Subcontracting Plan, Attachment B.
 - e. **Exceptions to any terms and conditions included with this solicitation must be identified within the Offeror’s proposal.**

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

VII. STATEMENT OF NEEDS: The selected Contractors shall provide services as described below, inclusive of all labor, equipment, and currently existing real estate required in order to provide requested accommodations as detailed in this Statement of Needs.

- A. **Location:** The selected Contractors shall be within eight (8) miles driving distance of the University’s Fredericksburg, VA campus located at 1301 College Avenue, Fredericksburg, VA 22401.
- B. **Quality Rating:** The lodging facility proposed shall have a minimum three (3) Diamonds rating from the American Automobile Association (“AAA”) and a Smith Travel Research (“STR”) rating of Upper Midscale or higher or other comparable rating system.
- C. **Guest Rooms:** The lodging facility shall:
 - a. have no less than a total of ninety (90) guest rooms,
 - b. have direct room access from within the building, not from outside,
 - c. have both standard double (2 beds per room) and single occupancy rooms, and may have the ability to add a cot,
 - d. have a bed for occupants that contains pillows, two sheets, firm mattress, mattress pad or cover, blankets, spread, wall to wall carpeting (desired) or other floor covering, a wall switch near the entrance door for a least one lamp, incandescent table or wall mounted lights for each bed, color TV, closet or hanger space, smoke detectors, individual thermostats, telephone, note pad with pen, bathrooms with vanity, mirror, light with grounded electrical outlet, bath (shower and/or bathtub) and exhaust fan/privacy outside window,
 - e. have rooms available that are “handicap accessible” or are ADA compliant. This would include items such as a raised toilet seat, grab bars, wider doorways, etc.,
 - f. be provided with individual room-controlled heating and air conditioning (in season) and shall otherwise provide the ventilation necessary to maintain comfort for guests,
 - g. be non-smoking only. The contractor shall notify the University’s Contract Administrator of any non-compliance; however the University will not be responsible for any penalties or associated charges. The Contractor should provide a “designated smoking area” with proper signage.
- D. **Nightly Rates/Room:** Contract rates per room shall be established, and are made available by the Contractor until the last room is sold.

- a. Contract rates per room night shall be based on the percent discount off the Best Available Rate (“BAR”) at the time of the reservation for each of the following categories:
 - I. **Direct Billed to the University:** Lodging rates billed and paid directly by the University should not exceed the Commonwealth of Virginia (“Commonwealth”) per diem rate, for the Fredericksburg, VA area (“Per Diem Rate”), plus applicable tax.
 - II. **Friends & Family:** Payment will be the responsibility of the individual making the reservation.
 - III. **Guest Performers:** This category includes, but is not limited to, individuals performing in theatrical or musical events, for which the performers themselves are responsible for payment of their expenses.
 - IV. **Visiting Athletic Teams (Regular Season and Tournament Competitions):** Payment will be by the visiting team’s school. The Commonwealth of Virginia public institutions of higher learning shall be billed at no more than the prevailing Government per diem rate for the Fredericksburg, VA area.
 - V. **Visiting Athletic Teams (Tournaments):** Tournaments will consist of multiple teams. Payment will be by the visiting team’s school. The Commonwealth of Virginia public institutions of higher learning shall be billed at no more than the prevailing Government per diem rate for the Fredericksburg, VA area. Special room night rates may be negotiated due to the number of rooms required for tournaments.
 - VI. **Special events:** This category includes, but is not limited to, the events identified in Section VII, O of this solicitation, and may involve booking a block or blocks of rooms.
 - VII. **State and Local Government Visitors:** Includes employees of state and local governments visiting UMW for business purposes for which the room rate shall not exceed the GSA Government per diem rate for the Fredericksburg, VA area.
- b. At the time of booking, the Contractor guarantees that the University contract room night rate, established through this RFP and included within the resultant contract, is the highest discount offered and equates to the lowest room rate available. If the Contractor is offering a room at a lower rate, the Contractor will complete the reservation at the lower rate. The contractor will extend all University provisions of services, as detailed in this Agreement, regardless if the reservation was booked using the University rates or non-University rates.
- c. A process by which the University, Contractor, and guests shall follow, to ensure the correct applicable contract rate is applied at the time of a reservation, will be established.
- E. **Parking:** Parking facilities shall be available with adequate lighting or the Contractor should offer valet parking at the expense of the individual.
- F. **Security, Emergencies & Incidences:**
 1. If utilities fail, other than an area-wide failure, for more than eight hours, the Contractor shall take action to relocate all occupants to other comparable facilities at no expense to the University or the occupant. If a situation occurs where a ‘lockdown’ takes effect (such as catastrophic weather, etc.), the hotel shall provide an area of refuge that is stocked with food and water for guests.
 2. The hotel shall have on site at all times a designated staff person who is trained in emergencies; i.e. but not limited to, bomb threats, natural disasters, fire and medical emergencies. This requirement shall include nights and weekends as well as holidays.
 3. The Contractor must meet all requirements of the Federal Emergency Management Act (FEMA), under the Hotel and Motel Fire and Safety Act of 1990, for which confirmation of such shall be provided within the proposal.
 4. The University’s designated Contract Administrator shall be notified of any incident occurring at the facility while UMW guests are in residence regardless of whether it involves them. However, only the individual guests will be responsible for any penalties or consequence of incidents or actions while on hotel premises.

G. Facility:

1. Facilities, furnishing and equipment shall be clean, pest free and in good repair.
2. The facility shall be compliant with National Food Service codes and standards, and appropriate personnel have been trained and certified in ServSafe procedures. Copies of certificates may be requested.

H. Reservations

1. Reservations Direct Billed to the University

- a) For reservations direct billed to the University, no additional amenities or expenses charged to the room will be the responsibility of UMW, and will be charged directly to the guests. Any and all fees incurred by UMW guests such as laundry, dry-cleaning, food, alcohol, movie rentals, telephone call charges, extra occupants, etc., shall be collected from the UMW guests who incurred the charges at the time of check-out. Exceptions shall be addressed when the reservation is made.
 - b) The Contractor shall guarantee the University requested rooms per night, with seven (7) nights a week arrival potential. The University will contact the hotel a minimum of twenty-four (24) hours in advance of any routine lodging need.
 - c) All reservations made by the University, for which confirmation is received, shall be guaranteed, and cannot be canceled by the Contractor for any reason.
 - d) Should the Contractor be unable to honor a confirmed reservation due to overbooking, it is the responsibility of the Contractor to first contact the other UMW Contractors for accommodations, at no additional cost to the University. If none of the other contracted hotels are able to accommodate, the Contractor shall find another comparable commercial hotel, preferably within the same proximity to the University as the Contractor's, and no further than an eight mile drive from the Fredericksburg campus. The standards set forth in the contract shall be met, at the contracted rates, and at no additional cost to the University. Alternative accommodations must be completed within one (1) hour of cancellation. The UMW representative who made the reservation must be contacted immediately once the overbooking is identified. Confirmed reservations, cancelled by the Contractor, shall be included within the required monthly report. Failing to honor a confirmed reservation more than three times within a contract period may be grounds for termination of the contract.
 - e) The Contractor shall utilize the reservation list (order), as provided by the University, to reserve rooms and confirm room blocks within four (4) hours of receipt of order. Confirmation shall be sent to the University's authorized point of contact provided, preferably by e-mail, or alternately by fax.
 - f) The Contractor shall maintain the University's reservation list reflecting dates, length of stay, and collect occupant's signature during check-in or check-out. This will be returned to the University electronically for certification/verification of performance, on a monthly basis. The University shall only pay for rooms used for reservations originating with authorized University point of contact. UMW will not be financially responsible for costs associated with late check-out or no-show.
 - g) The Contractor shall waive reservation cancellation fees.
 - h) The University reserves the right to request lodging from the Contractor with 2-hour notice upon occurrence of a documented emergency, which may result from the weather, an issue with a facility on campus, etc.
 - i) the Contractor shall not bill the University at a room rate that exceeds the prescribed Government per diem rate effective at the time of the reservation. [Per Diem Rate](#).
2. *Individual Reservations – UMW “Friends & Family”, Visiting Sports Teams, Performers, State & Local*

- a) If the Contractor cannot accommodate a confirmed reservation request (due to overbooking), it shall be responsible for contacting the other Contractors first to find alternative lodging at no additional cost to the guest. If the Contractors are unable to accommodate, the Contractor shall find another comparable commercial hotel, within an eight (8) mile drive to the University, which meets the standards set forth in the contract and at the contracted rates with no additional expense to the individual or the visiting sports team. Alternative accommodations must be completed within one hour of cancellation.
3. *Blocks of rooms:* Upon the request by a University representative, the Contractor will provide a block(s) of rooms for UMW sponsored events, for which the formal reservations shall be made and paid by the individuals attending or directly paid by the University, dependent on the event. Rooms within a block shall be available for the duration of the date range provided by UMW.
4. *Blackout Dates:* Blackout dates shall be provided by the Contractor, and updated for changes as necessary.
- I. **Contractor Point of Contact:** The Contractor shall provide a single point of contact for all communications with the University regarding University reservations, issues, questions, etc. The individual shall be knowledgeable of the contents of the awarded contract.
- J. **Student Placement:** Contractors shall offer UMW a long-term stay for students who may require relocation at a rate that cannot exceed the Commonwealth [Per Diem Rate](#) for lodging, plus tax.
- K. **Check In/Check Out (University Direct Billed Reservations):** The following procedures shall be followed by the Contractor when reservations are directly made and paid by the University.
 1. At the time of the check-in, the Contractor shall compare the University discounted room rate to the best available rate being offered. If the best available rate is lower than the room rate booked at the time of reservation, the Hotel will charge the University the lower rate of the two. This shall be the UMW Guaranteed Lowest Rate. The room rate may not exceed the Government per diem rate in effect at the time of the reservation.
 2. The Contractor shall retain a credit card or contact information from the UMW guest for all extra services (phone charges, additional room occupants, room service etc.) not specified or not normally included in the room rate. These expenses shall be paid for by the individual(s) requesting and receiving the extra service. The University shall not incur liability in this instance and it is the Contractor's responsibility to collect these charges from the individual(s).
 3. The Contractor shall provide a check in/out service on a 24-hour basis, 7 days a week. The lodging facility agrees to inform all UMW guests who are assigned accommodations and who incur another day's lodging charge because of failure to meet the required check out time that they do so at their own expense. The University shall not incur liability in this instance.
- L. **Hotel Services:**
 1. University guests shall be afforded the same customer considerations, courtesy and respect as all other facility guests.
 2. Contractor shall offer complimentary breakfast.
 3. Contractor shall offer free wireless or wired internet connection within the room.
 4. Contractor shall offer laundry services to guests; however, all guests will be responsible for payment for this service at check-out (billed to room). UMW will not be responsible for payment of charges associated with laundry services.
 5. Contractor shall offer some type of meeting space or conference area.

6. Contractor may offer a complimentary shuttle service to restaurants, grocery, pharmacy, and shopping within a 5-mile radius of the hotel. Shuttle service shall also be provided for access to the Fredericksburg campus. If shuttle service is not offered, Contractor shall provide local cab information to guests upon request.

M. Contractor Provided Reporting:

1. Monthly reports showing
 - a) Number of nights booked and spend
 - b) Conference and catering spend
 - c) Number of confirmed reservations that were not accommodated
 - d) Cancellation and attrition fees
 - e) As required, Contractor's corrective actions for complaints filed with the University.
2. Other reports as requested by the University

N. University Athletic Department: The University supports nine (9) men's and twelve (12) women's sports teams that compete in the Coast to Coast Conference (C2C) throughout the academic year. In addition to UMW, members of the C2C are: 1) UC Santa Cruz, Santa Cruz California, 2) Christopher Newport University, Newport News, Virginia 3) Finlandia University, Hancock Michigan 4) Mount Mary University, Milwaukee, Wisconsin, 5) Pratt Institute, Brooklyn NY 6) Salisbury University, Salisbury Maryland

The UMW sports seasons consist of regular season games (primarily against conference teams), tournaments (majority of participants are from out-of-town), and end of season championship tournaments (participants are from out-of-town). It is estimated that during the period of mid-August through early May, the Athletics Department will host approximately twenty-one (21) tournaments/events requiring one or two overnight stays of two or more teams for each. Refer to Attachment A for a list of the 2019/2020 tournaments. There are, on average, an estimated 120 UMW regular season home games, for which, some teams may require overnight stays. *The days of the week with the highest number of athletic events are Thursday through Sunday.*

The University's ability to: 1) host high quality talented collegiate teams during various tournaments held throughout the year; 2) successfully bid to host NCAA Division III Championships; and 3) provide the visiting teams and officials a satisfactory experience, is dependent, in part, on the University's ability to provide good quality, economically priced lodging facilities that meet the needs of the visiting teams and officials, and in some instances can be reserved on very short notice.

1. In addition to the requirements and terms as specified within Section VII, subsections A through M of this RFP, the Offeror agrees to provide the following to the University Athletic Department:
 - a) A total of fifty (50) complementary room nights to be used at the discretion of the Athletic Department, on an annual basis. The majority of these rooms, will be used for tournaments throughout the year.
 - i. In return for the 50 rooms, UMW Athletics will display two (2) 8' x 3' acknowledgement logo banners, one in the Anderson Center, and one at the Battlefield outdoor sports complex, a logo and hyperlink on the UMW Athletics Website and an invitation to the Homecoming VIP tailgate reception
 - b) Standard double occupancy rooms only (two beds per room to which a cot may be added).
 - c) Complementary rooms for coaching staff attending UMW tournaments.
 - d) Dependent on each Contractor's ability to sponsor tournaments and provide

accommodations as needed, for which final determination which shall be made on an annual basis, the University Athletic Department, at its discretion, will provide the following:

- I. The basketball tournament will contain the name of the Contractor within the title name as follows: “[Hotel Sponsor Name] Tip-Off Classic”.
 - II. Opportunity for signage recognition at the Anderson Center Indoor sports facility and Battleground outdoor complex.
 - III. Game sponsor opportunities twice per calendar year.
 - IV. Advertisement opportunity in athletic programs and promotional materials.
 - V. Opportunity for Public Service Announcements at various contests.
 - VI. Tournament Contractor sponsors will be determined on a year-by-year basis
- O. University Special Events:** Throughout the year, the University sponsors various educational, cultural, and social events that benefit the University community, and which also provide outreach opportunities and economic benefits to the local communities and businesses. Provided below is a list consisting of, but not limited to, University sponsored events and activities for which lodging accommodations will be required on an annual basis. This list is subject to change.

University Events & Activities

- | | |
|--|---|
| <ul style="list-style-type: none"> ❖ Board of Visitors Meetings* – mid-month in September, November, February, and April (Approximately 100 to 120 nights/year) ❖ Great Lives Annual Speaker Series* - mid-January through mid-April (Approximately 25 nights per year) ❖ Theatre, 60 performances per year. (Approximately 30 to 40 room nights per year.) ❖ Washington/Alvey Scholars* – Mid-March (Approximately 30 standard double bed/queen size rooms per year) ❖ Alumni Speakers for Enrollment Events* – Various dates (Approximately 7 – 12 nights per year) ❖ Reunion Weekend - Annual (Approximately 75 Rooms) ❖ Alumni Association Board of Directors Mtg. – 3 time per year (Approximately 30 nights per year) | <ul style="list-style-type: none"> ❖ Beginning Year Move-In – Mid-August (Approximately 80 nights total) ❖ Commencement Weekend – Annual, 2nd weekend in May (Lodging for families, friends of graduates, and Board of Visitors) ❖ Summer Orientation Preview - Annual (Lodging required for guests of 950 Students for two nights) ❖ Homecoming Weekend– Mid-October (Normally over 300 returning students) ❖ Family Weekend - between mid-September and mid-October (A block of approximately 50 or more rooms) ❖ Various Conferences & Training – dates will vary ❖ Guest Speakers & Lecturers – dates will vary ❖ Recruitment Events - dates will vary ❖ Employment Candidates – dates vary ❖ Volunteer Leadership Summit – Biannual (Approximately over 100 Alumni) |
|--|---|

**Reservation made and paid directly by the University and subject to the GSA Government per diem rate for the Fredericksburg, VA area.*

1. In addition to the requirements as specified within *Section VII, subsections A through M* of this RFP, each awarded Contractor agrees to provide the following to the University:
 - a) Five (5) complimentary room nights, at a minimum, per contract year to be used at the discretion of the University. Contractor and the University shall agree on a methodology for the accumulation of additional complementary rooms and/or rebates beyond the five rooms.
 - b) Complementary use of a hospitality suite per contract year to be used at the discretion of the University.
 - c) Access to corporate member rewards/points program with scalable benefits with

- increased usage by the University.
- d) For hosted events, the Contactor shall provide complementary use of a meeting room that meets the needs of the University based on availability.
- 2. The Contractor may have opportunities to promote their business given the various scenarios offered below:
 - a) At the University’s discretion, Contractors may have an opportunity to host and/or sponsor university events, as listed in *Section O* above.
 - b) For a sponsorship fee of \$500 to the University, the Contractor shall receive an invitation to the sponsored event. The University may also provide public acknowledgement of the sponsorship, as appropriate (public service announcement, brochure, banner, etc.).
 - c) The University may identify the Contractor(s) on new student recruiting correspondence.
 - d) Name the awarded Contractor(s) as the preferred lodging facility for accommodation on mailings and advertisements to the University community for all local events.
 - e) Contractor’s contact information for making reservations shall be posted on the University’s website.
 - f) With prior written approval from the University, authorization to identify the University of Mary Washington in the Contractor’s advertisements and brochures may be provided.
 - g) The University may work with the Contractor to establish an internship program for University students.

VIII. CONTRACT ADMINISTRATION:

- A. The Business Services Administrative & Licensing Coordinator, 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:

Criteria	Point Value
Capability: How well the Offeror’s response meets the requirements as specified within the Statement of Needs and is a best fit for the University.	55
Pricing: Reasonableness of proposed room night rates	40
Small Business Subcontracting Plan	5
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/files/2020/10/UMW-Mandatory-General-Terms-and-Conditions-v2_newlogo.pdf

XI. SPECIAL TERMS AND CONDITIONS:

A. SOLICITATION:

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 VBO (www.eva.virginia.gov) for a minimum of 10 days.

ACCEPTANCE PERIOD: Any offer in response to this RFP shall be valid for 120 days from the due date of the RFP. At the end of the 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 RFP 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.

ACCOMMODATION SELECTION: The University reserves the right to determine the Contractor or combination of Contractors that shall provide the necessary accommodations to ensure the overall lodging needs are met for each specific UMW activity or event.

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

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this RFP, I certify that this firm/individual and any subcontractors are properly licensed for providing the services specified, and shall remain properly licensed during the life of the contract. Additionally, it is understood that the Offeror may be asked to provide proof of this licensure at any time by the University.

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.

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

EXTRA CHARGES PROHIBITED: The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

IDENTIFICATION OF BID/PROPOSAL ENVELOPE:

The signed bid/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 RFP. 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 RFP. No other correspondence or proposals should be placed in the envelope.

Name of Offeror			Proposal Due Date & Time
UMW	RFP	Number	UMW RFP Title
Street #/Name or P.O. Box #			City, State and Zip Code

LATE BIDS/PROPOSALS: To be considered for selection, bids/proposals must be received 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 this location 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.

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 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 contemplated herein.

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

- a. 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.
- b. 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.
- c. 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 bid/proposal submission or to the contract.

OPEN ENROLLMENT: It is the intent of this Solicitation to have multiple open award enrollment periods, at the University's option, during the term of the contract. The University reserves the right to award a contract to a new Contractor(s) during these open enrollment periods. A contract awarded based on open enrollment will not have an end date beyond the end date of the first awarded contracts.

A request for proposals during an open enrollment period will be issued through "eVA", Virginia's Marketplace. Proposals will be evaluated in accordance with the original solicitation's evaluation criteria. Contractors awarded a contract prior to an open enrollment period will remain under contract, unless the contract is not renewed, and are therefore not required to submit a response to an open enrollment request for proposals.

PREBID/PREPROPOSAL CONFERENCE – OPTIONAL: An optional preproposal conference will be held at 10:00 a.m. on June 16, 2022 at the Eagle Village building, Suite 480, located at 1125 Emancipation Highway, Fredericksburg, VA. 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. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

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.

B. **CONTRACT:**

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.

CANCELLATION OF CONTRACT:

- a) Termination without cause: 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 honor all outstanding reservations, at the applicable contract rates, made prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all completed stays, for which the reservation was directly made by a representative of the University 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.
- b) Termination for cause: If the Contractor is in default in the performance of any covenant, promise, term or condition of the resultant contract, and if such default is not cured within thirty (30) calendar days after the date of the written notice delivered to the Contractor, the University shall have the right to issue a unilateral modification to cancel the contract.

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

- a) 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.
- b) 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:
 - I. By mutual agreement between the parties in writing; or
 - II. 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
 - III. 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.

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

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.

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.

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.

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.

EXTRA CHARGES PROHIBITED: The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

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

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.

INSURANCE: By signing and submitting a bid or proposal under this RFP, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers'

compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a) Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- b) Employer’s Liability - \$100,000.
- c) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- d) Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

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 services from other sources.

NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service, or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

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

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

OWNERSHIP OF MATERIALS: Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

PROCUREMENT MANUAL: This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendor’s

and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org> under the "About" section at the top of the page.

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.

RENEWAL OF CONTRACT: This contract may be renewed by the University upon written agreement of both parties for nine (9) successive one year periods, under the terms of the contract, and at a reasonable time (approximately 90 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term.

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.

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>.

PAYMENT:

a) To Contractor:

- I. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- II. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- III. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- IV. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- V. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractor should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers

unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).

- b) To Subcontractors: 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.
- c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 - I. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - a. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the Contractor's cost of operations not to exceed the Consumer Price Index annual rate, effective at the end of each contract period, for the preceding twelve (12) months. Price escalation may be permitted only at the beginning of each renewal term only when explicitly requested in writing by the Contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Not less than thirty (30) days prior to the end of the then-current contract period, Contractor shall give the University advance notice of any proposed price increase to the purchasing office. Any approved price increases will be effective only at the beginning of each renewal term. The Contractor shall provide documentation that identifies and supports the cost increases (labor, utilities, services etc.) that caused the rate increase. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall honor all reservations made prior to the effective date of the price adjustment at the contract rate in effect on the date the reservation was made. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

XII. 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 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 invoices must be submitted via email at invoices@mail.umw.edu, or received at the following address and should reference the eVA purchase order and UMW contract numbers:

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

ATTACHMENT A - PRICING

The Offeror shall propose a percent discount off the Best Available Room Rate at the time of the reservation for the following categories:

CATEGORY	PROPOSED PERCENT DISCOUNT OFF BEST AVAILABLE ROOM RATE
University Direct Billed Rates. The Offeror shall state, “Yes” or “No” that it will not charge a rate higher than the GSA Government hotel room per diem rate for Fredericksburg, VA that is in effect at the time of the reservation.	<p>_____ Yes</p> <p>_____ No</p>
Friends & Family	% Discount _____
Guest Performers	% Discount _____
Visiting Athletic Teams (Regular Season Competitions)	% Discount _____
Visiting Athletic Teams (Tournaments)	% Discount _____
Special Events	% Discount _____
State & Local Government Visitors. The Offeror shall state, “Yes” or “No” that it will honor the GSA Government hotel room per diem rate for Fredericksburg, VA that is in effect at the time of the reservation.	<p>_____ Yes</p> <p>_____ No</p>
Identify and include rates for conference rooms, to include maximum occupancy.	

Additional pricing information for consideration:

ATTACHMENT B – SUBCONTRACTING PLAN (Must be completed and submitted with proposal)

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 \$3million 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)*

Bidder 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, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT B (CONT'D)

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 (\$)					

ATTACHMENT C – SWAM REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE
<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

UNIVERSITY OF MARY WASHINGTON

Administration and Finance

Procurement Services

- Laws, Policies and Procedures
- Buyer Resources
- SPCC
- Technology Purchases
- Vendors**
 - Vendor Resources
 - Vendor Policies and Guidelines
 - Current Bids & Proposals
 - SWaM and Non-SWaM Reporting**
 - Vendor Feedback
- UMW Supplier Expo

Forms

- DSBSD – SWaM
- Contracts
- Contact Us

QUICK LINKS

Agency Reports
(Include UMW's Expenses)

SWaM Subcontractor Reporting

This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend.

Vendor *

Please enter the name of the COMPANY

Contract Number

Please enter the CONTRACT NUMBER

Name *

First

Last

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

Upload Spreadsheet/Document

Manual Input

Upload Document - Excel or Word only

Manually type information for each sub-contractor

ATTACHMENT D – Response Summary

REQUIREMENT	OFFEROR RESPONSE
The lodging facility is within 8 miles driving distance of the UMW Fredericksburg Campus. (Section VII,A)	Yes <input type="checkbox"/> No <input type="checkbox"/>
The lodging facility has at a minimum an AAA Three (3) Diamond rating and a STR rating of Upper Midscale or higher. Specify if other types of ratings are applicable. (Section VII,B)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Specify the total number of the lodging facility’s guest rooms, and of the total, the number that are single and double occupancy. (Section VII,C,a)	Total #: Single #: Double #:
The lodging facility provides direct access to all guest rooms from inside the lodging facility, not from the outside. (Section VII,C,b)	Yes <input type="checkbox"/> No <input type="checkbox"/>
All guest rooms have a bed for occupants that contains pillows, two sheets, firm mattress, mattress pad or cover, blankets, spread, wall to wall carpeting (desired) or other floor covering, a wall switch near the entrance door for a least one lamp, incandescent table or wall mounted lights for each bed, color TV, closet or hanger space, smoke detectors, individual thermostats, telephone, note pad with pen, bathrooms with vanity, mirror, light with grounded electrical outlet, bath (shower and/or bathtub) and exhaust fan/privacy outside window. (Section VII,C,d)	Yes <input type="checkbox"/> No <input type="checkbox"/>
There are Handicap Accessible or ADA compliant guest rooms within the lodging facility? This would include items such as a raised toilet seat, grab bars, wider doorways, etc. (Section VII,C,e)	Yes <input type="checkbox"/> No <input type="checkbox"/>
All guest rooms are provided with individual room-controlled heating and air conditioning (in season) and shall otherwise provide the ventilation necessary to maintain comfort for guests. (Section VII,C,f)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
The lodging facility shall be non-smoking. (Section VII,C,g)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Parking facilities are available with adequate lighting and can accommodate buses. (Section VII,E)	Yes <input type="checkbox"/> No <input type="checkbox"/>
If utilities fail, other than an area-wide failure, for more than eight hours, the Contractor shall take action to relocate all occupants to other comparable facilities at no expense to the university or the occupant. If a situation occurs where a ‘lockdown’ takes effect (such as catastrophic weather, etc.), the hotel shall provide an area of refuge that is stocked with food and water for guests. (Section VII,F,1)	Yes <input type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT D (Continued)

<p>The lodging facility has, on site at all times, a designated staff person who is trained in emergencies; i.e. but not limited to, bomb threats, natural disasters, fire and medical emergencies. This requirement shall include nights and weekends as well as holidays. (Section VII,F,2)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>The lodging facility meets all requirements of the Federal Emergency Act (FEMA), under the Hotel and Motel Fire & Safety Act of 1990? (Section VII,F,3)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>The facilities, furnishing and equipment shall be clean, pest free and in good repair. (Section VII,G,1)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>The lodging facility is compliant with the National Food Service codes and standards? (Section VII,G,2)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Appropriate personnel have been trained and certified in ServSafe procedures? (Section VII,G,2)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Reservation cancellation fees shall be waived. (Section VII,H,1,g)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>UMW shall be offered a long-term stay for students who may require relocation at a rate that cannot exceed the Commonwealth Per Diem Rate for lodging, plus tax. (Section VII,J)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Complimentary breakfast is available to guests within the lodging facility, weekly Monday through Sunday? (section VII,L,2)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Free wireless or wired internet connection is available in all guest rooms? (Section VII,L,3)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Laundry service is available to all guests? (Section VII,L,4)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Conference area/meeting space is available within the lodging facility? (Section VII,L,5)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>A complimentary shuttle service is available to restaurants, grocery, pharmacy, and shopping within a 5-mile radius of the hotel. If shuttle service is not offered, Contractor shall provide local cab information to guests upon request. (Section VII,L,6)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Contractor shall provide a total of fifty (50) complementary room nights to be provided for use at the discretion of the Athletic Department, on an annual basis. The majority of these rooms, will be used for the annual basketball tournament held each November. (Section VII,N,1,a)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Contractor shall provide complementary rooms to the head coach of visiting teams for UMW tournaments. (Section VII,N,c)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

ATTACHMENT D (Continued)

Complementary meeting area/conference room shall be provided to visiting teams participating in tournaments based on availability. (Section VII,N,1,d)	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>Contractor</i> shall provide (5) complimentary room nights, at a minimum) per contract year to be used at the discretion of the University. (Section VII,O,1,a)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Contractor agrees to complementary use of the hospitality suite, on an annual basis, to be used at the discretion of the University. (Section VII,O,1,b)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Contractor shall provide UMW access to corporate member rewards/points program with scalable benefits with increased usage. (Section VII,O,1,c)	Yes <input type="checkbox"/> No <input type="checkbox"/>
For hosted events, the Contactor shall provide complementary use of a meeting room that meets the needs of the University based on availability. (Section VII,O,1,d)	Yes <input type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT E

RFP UCPUMW 22-1390 Proposal Submission Checklist

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 a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

IMPORTANT DATES & REMINDERS

- Pre-proposal Conference – June 16, 2022 at 10:00 a.m. in the Eagle Village Executive Offices, suite 480, 1125 Emancipation Hwy., Fredericksburg, VA 22401. List of attendees to be emailed to Contract Officer by June 14, 2022.
- No Questions Accepted after 2:00 p.m., June 21, 2022. All Questions must be in writing and directed toward the Procurement Officer for this solicitation: Kenneth Manahan, kmanaha2@umw.edu.
- Proposal Due Date: 2:00 p.m., July 7, 2022- Proposals submitted after 2:00 p.m. as indicated by the official Procurement clock will NOT be accepted if the proposal is hand delivered or mailed.
- Proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum, and delivered to the address located on the RFP Cover Page. Proposals must be received at the address indicated on the first page of this solicitation no later than 2:00 p.m., July 7, 2022.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

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.
- Offeror is registered in eVA.

Documents/Information to Submit:

- Completed and signed RFP cover page.
- Any/All signed addenda.
- 1 Electronic Copy of Proposal (Original and Redacted, if required) – accompanied by 1 hard copy submission.
- Attachment A – completed pricing information included in the proposal.
- Attachment B – completed Subcontracting Plan included in the proposal.
- Attachment D – completed Response Summary included in the proposal.
- Address all items specified in Section VI B in the proposal.
- Certificate of Insurance.