

**SEALED REQUEST FOR PROPOSAL (RFP)**

**Cover Page**

**ISSUE DATE:** January 12, 2024

**RFP NUMBER & TITLE:** RFP #UCPUMW 24-1682, Goolrick Swimming Pool Maintenance

**PROPOSAL DUE DATE & TIME:** February 13, 2024, 2:00 p.m.  
**NOTE: Proposals received after the due date and time cannot be accepted.**

**PROPOSAL DELIVERY ADDRESS:** University of Mary Washington  
Procurement Services / Reference RFP #UCPUMW 24-1682  
Eagle Village Executive Offices, Suite 480 (4<sup>th</sup> floor)  
1125 Emancipation Hwy., Fredericksburg, VA 22401

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

**COMMODITY CODE(S):** 91263

**PRE-PROPOSAL CONFERENCE:**  Optional  Mandatory  N/A **DATE & TIME:**

**PRE-PROPOSAL LOCATION:** Not applicable

**CONTRACT OFFICER:** Kenneth R. Manahan **EMAIL:** kmanaha2@umw.edu

**PERIOD OF CONTRACT:** April 1, 2024 through March 31, 2025, with four, 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 made to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

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

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

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

[DSBSD](#) Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

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

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

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

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

*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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.*

- 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., January 18, 2024.
- II. **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 to be considered. **It is the responsibility of the offeror to ensure that the proposal is received on time.**
- A. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
  - B. UMW Procurement Services Office is located at 1125 Emancipation Hwy., Fredericksburg, VA 22401 in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
  - C. *UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.*
- III. **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.
- IV. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/default.aspx> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts> will be used to house relevant procurement documents, including winning offeror's proposal.

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**I. PURPOSE:**

The intent and purpose of this request for proposal (“RFP”) is to solicit proposals from qualified sources to establish a contract through competitive negotiations for monthly swimming pool maintenance, chemical testing, equipment parts replacement, and renovation work as outlined herein, for the six lanes, 25-yard swimming pool located in Goolrick Hall, located on the Fredericksburg, VA campus of the University of Mary Washington (“UMW” or “the University”), an agency of the Commonwealth of Virginia. The awarded Contractor must be located within a 70-mile radius of the campus to allow for prompt response to emergency service requests as needed. It is the intent that the resulting contract will include cooperative language for the benefit of all public bodies and other entities referenced herein.

**II. ORGANIZATION OVERVIEW:**

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

**III. BACKGROUND:**

The University currently has a contract in place to provide maintenance, chemical testing and repairs for the swimming pool. The current contract expires March 31, 2024. The pool is located within Goolrick Hall on UMW’s Fredericksburg, Virginia campus. Metrics specific to the pool are as follows:

<ul style="list-style-type: none"> <li>• Configuration: Six (6) lanes with 6 diving blocks.</li> <li>• Pool dimensions: Olympic standard – 6 lanes; 25 yards long x 20 yards wide.</li> <li>• Depth: 4 ft to 12 ft.</li> <li>• Capacity: 179,000 gallons.</li> </ul>	<ul style="list-style-type: none"> <li>• Turnover rate: 8 hours</li> <li>• Flow rate: 375 gpm</li> <li>• Filter area: 47.7 sq. ft.</li> <li>• Filter rate: 7.86 gpm/sq. ft.</li> </ul>
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Equipment associated with the operation of the pool is provided in Attachment B.

The University will not guarantee any particular usage amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet the University’s estimates.

**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/about>), 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, does not require, contractors to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

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

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

1. Proposal Requirements - The University reserves the right to:
  - accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
  - waive minor informalities,
  - issue a lowered evaluation of the proposal for failure to submit all information requested,
  - negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. *This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.*

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

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

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and,
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal, both hard copy and electronic, 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 proprietary and/or confidential, the proposal will be rejected.

3. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. *Oral presentations are an option of the university and may not be conducted. Therefore,*

*proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise the proposal after submission.*

4. **Number of Proposals Required:** One (1) printed original and one (1) electronic media version (Flash Drive) of each proposal is required and delivered to the address specified on the first page of this solicitation. 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) clearly marked redacted copy must be submitted if required by the vendor.
  5. **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 of the hard copy 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 practicalStraightforward and concise
  6. **Limited Contact:** To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.
- B. SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items within the proposal:
1. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
  2. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide pool maintenance and repairs, to include but not be limited to equipment repairs and installation, water safety management, cleaning, etc. Also, specify number of years in business and types of entities to which pool maintenance and repairs have been provided.
  3. Offeror's proposal, submitted in response to the RFP, shall also include the following information:
    - a. For each of the following sections identified below for which the requirements are specified in Section VII, Statement of Needs, the Offeror shall describe how the requirements will be accomplished to include the following:
      - i. Monthly Pool maintenance: Offeror shall describe the process proposed to be followed for completing the required maintenance tasks.
      - ii. Chemical levels: offeror shall describe the methodology followed to maintain the specified chemical levels.
      - iii. Repairs and Emergency repairs: Offeror shall include the quality assurance process that will be followed to ensure repairs are completed correctly.
      - iv. Provide information on repair warranties offered and the estimated time required to obtain non-inventoried parts and materials.
      - v. Material & workmanship: Offeror shall explain its process for maintaining an adequate inventory of replacement parts.
      - vi. Include any information regarding warranties offered for the pool maintenance and also separately for repairs.
    - b. For each Contractor employee performing maintenance under the awarded contract, the Offeror shall provide a brief summary of their training and experience to include professional certifications and/or licenses obtained if applicable.

- c. Offeror shall describe the process followed for tracking completed and in-process work and reporting such information to customers.
- d. Include within the proposal business references from three current clients, which shall be provided on the client's letterhead, signed by an authorized representative of the client. The Offeror shall also include a list of additional business references and contact information. UMW reserves the right to contact any reference provided.
- e. The Offeror shall include, within its proposal submission, proposed pricing in the format of Attachment A. Additionally, provide terms for any price discounts offered.
- f. Describe how the Offeror would transfer maintenance records to a new Contractor upon Contract termination.
- g. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP, which shall be provided within a separate section of the Offeror's proposal.
- h. Contractor shall be appropriately licensed to manage chemicals except for CO2. Proof of licensure shall be included within the proposal submission.
- i. Any other information the Offeror believes will help the University evaluate its proposal.
- j. Complete and return Attachment A (Pricing) and C (Subcontracting Plan).
- k. Any other information the Offeror believes will help the University evaluate its proposal.

Please review the Proposal Submission Checklist (Attachment E) attached to this RFP prior to submission to ensure required information is included within offeror's proposal submission.

**VII. STATEMENT OF NEEDS:** Contractor shall furnish all labor, supervision, equipment, tools, parts, materials, and transportation necessary to perform monthly inspections, maintenance, chemical testing, and emergency or on call repair services required by the University for the 6-lane, 25-yard swimming pool located in Goolrick Hall on the University's Fredericksburg, VA campus. The University may request quotes under the terms and conditions of the resulting contract for purposes of upgrading, updating or modernization of the existing swimming pool facilities, inclusive of the pool.

**A. Monthly Pool Maintenance:** Contractor shall be responsible for identifying and complying with the manufacturer standards and specifications when applicable within this section. Contractor shall also be responsible for:

1. Conducting three (3) weekly maintenance visits on Mondays, Wednesdays, and Fridays unless otherwise requested with 24 hours' notice.
2. Perform the maintenance between the hours of 8 a.m. and 5 p.m.
3. Attend one scheduled meeting each month with a representatives of the University's Campus Recreation professional staff during regular business hours to discuss the condition of the pool equipment, and other pool related items.
4. Complete and provide a written report to a Campus Recreation professional staff, identified by the University, either digitally or hardcopy that shall include:
  - i. Chemical levels resulting from testing
  - ii. Services performed
  - iii. Recommendation for replacement of parts and reason for replacement.
  - iv. The names of the chemicals used and amount of each
  - v. The total hours per visit
  - vi. Name of individual who performed the testing.
  - vii. Other recommendations as appropriate.
5. Complete the Swimming Pool Chemical Testing Log and reports per national code requirements.
6. Perform tests for chlorine, pH balance, alkalinity, calcium hardness, and total dissolved solids per manufacturer standards. All pool water testing shall be performed at the pool edge. Chemical controller sample stream testing is not acceptable.
7. Complete a backwash as needed per manufacturer's standards.

- i. Minimum backwash standard: 296 Gallons per Minute (GPM)
  - ii. Maximum backwash rate: 394 Gallons per Minute (GPM)
8. Check the Neptune-Benson CO2 feed system for proper operation per manufacturer's specifications.
  9. Calibrate chemical controller based upon pool water test results.
  10. Provide chemicals as needed for proper operation of pool in accordance with the Virginia State Health Department Code.
  11. Fill chlorine feeder as needed per manufacturer's specifications.
  12. The Contractor shall also be responsible for Preventative Maintenance and Inspection of UV system and all equipment listed in the attached equipment list, to include pool vacuum.
  13. Provide Material Safety Data Sheets (MSDS) for all pool chemicals delivered and/or stored within the pool area. Documents shall be on file in the filter room area.
  14. Provide certification documentation of the main drain covers per VGB (Virginia Graeme Baker) requirements. Documents shall be on file in the filter room area.

**B. Recommended Chemical Levels:** The Contractor shall ensure the following chemical ranges are maintained within the swimming pool:

Chemicals	Recommended Range for Pool
Chlorine	2 – 3 ppm
pH	7.4 – 7.6
Alkalinity	80 – 120 ppm
Calcium Hardness	200 – 400 ppm
Total Dissolved Solids (TDS)	1000 – 2000mg/liter

1. The swimming pool shall be provided with satisfactory equipment for the determination of hydrogen-ion concentration (pH) ranging from 6.8 to 8.0. Satisfactory equipment shall also be provided for the determination of residual chlorine content ranging from 0.0 to 1.0.
2. The chlorination equipment shall be operated so as to maintain a free chlorine residual content of not less than 0.5 ppm at all points throughout the swimming pool water when there are bathers present.

**C. Repairs:** The Contractor shall provide repair service on demand as required and requested by the University.

1. Repair services shall be performed in accordance with the following:
  - i. Contractor shall provide to the University a “not-to-exceed” written price estimate, when requested, for the repair work. The price estimate shall include the number of man- hours, labor categories, hourly rate and itemized cost for materials.
  - ii. If the Contractor is unable to perform the repair within the required period of time as specified by the University, or if the Contractor's price estimate is considered unreasonable, the University reserves the right to obtain the repairs from other sources.
  - iii. Work shall not commence on the repair until written authorization is received by the Contractor from the University.
  - iv. Contractor shall perform all on-demand non-emergency corrective maintenance within twenty-four (24) hours from receipt of maintenance request.
  - v. Repair work performed by Contractor that, upon inspection, is not acceptable to the University, shall have the repair completed at no additional cost to the University.
  - vi. Damage to equipment caused by the Contractor's negligence shall be repaired by either the Contractor or, if Contractor cannot make the repair, by the designated manufacturer's representative. Contractor shall be responsible for such repair costs.

**D. Emergency Repairs:**

1. A quick response to emergency repair requests from the University is of the utmost importance. The Contractor shall have qualified personnel at the site of the needed repair within two (2) hours from the time the call for the emergency repair is received by the Contractor.
2. The Contractor shall provide a written estimate to complete the repair and must obtain prior written authorization by UMW to proceed with the repair.
3. Equipment emergency repairs performed by the Contractor will not require a written estimate. However, the UMW Contract Administrator must be notified of the cost prior to commencing work on the repair.
4. UMW reserves the right to request bids for repairs, modifications and/or equipment replacement from other sources.
5. Procedures for After Hours Emergency Requests:
  - i. After hours Emergency requests are defined as a phone call to the Contractor, from a University representative, for service between the hours of 5:00 p.m. and 8:00 a.m., Monday through Friday. Weekend emergency requests are defined as a phone call to the Contractor, from a University representative, between the hours of 5:00 p.m. Friday until 8:00 a.m. Monday.
  - ii. For an after-hour emergency, Contractor shall, upon receiving notification from the University of an emergency, have a technician on site within four (4) hours.
  - iii. The Contractor shall report to the University Police Department to obtain a Contractor Key Ring for access, and a Contractor Identification badge for each employee who will be working on campus.
  - iv. The Contractor shall return the badge(s) and keys to the Campus Police upon completion of each day's work.
  - v. A ticket showing hours worked and a list of material used for the repair shall be either provided at the site immediately at the completion of repairs, or by 4:00 p.m. the next business day scanned and emailed or faxed to the Contract Administrator.

**E. Material and Workmanship:**

1. All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer rebuilt or used parts may be authorized by the University on a case-by case basis, provided each part is warranted for the same period and under the same conditions as the new part.
2. Contractor shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of the equipment. A list of equipment is provided in Attachment B.
3. All parts and materials provided under this contract shall be provided at the Contractor's actual list price minus discount as proposed by Contractor in the pricing section of the proposal.

**F. Qualifications:**

1. Contractor shall be appropriately licensed to manage chemicals except for CO2.
2. Minimum three years' experience with pool maintenance.
3. Contractor's personnel shall be experienced technicians, properly trained and qualified to perform the required services, testing, maintenance, repair and installation type of pool and equipment located within Goolrick Hall. The list of equipment is provided within Attachment B.
4. Personnel shall have a thorough knowledge of standard practices, materials, regulatory codes and the ability to efficiently use the tools, equipment and materials of the trade.
5. Contractor's personnel shall be uniformed and display a visible picture ID while on campus.

**G. Billing:** Billing for the monthly maintenance shall be based on a price per month basis.

**VIII. CONTRACT ADMINISTRATION:**

- A. The Resident Life and Housing Business Operations Manager, 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
Experience: Experience in providing swimming pool maintenance services, including Institutions of Higher Education	40
Reference feedback	25
Pricing: Monthly price for swimming pool maintenance	30
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/umw-terms-conditions/>

**XI. SPECIAL TERMS AND CONDITIONS:**

**SOLICITATION TERMS AND CONDITIONS:**

- A. **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](http://www.eva.virginia.gov)) for a minimum of 10 days.
- B. **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.
- C. **ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for ninety (90) days. 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 solicitation is canceled. If the offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.
- D. **ACCESSIBILITY:** All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of University of Mary Washington shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the most current version of the Web

Content Accessibility Guidelines (WCAG). The Vendor/Contractor further warrants that it is committed, and shall remain committed, to promoting and improving accessibility of all its products as specified in UMW's IT Accessibility Policy. <https://technology.umw.edu/technology-accessibility/>

1. If the Products and Services are not in conformance with all applicable federal and state disability laws, policies, and regulations as of the Contract Effective Date, as identified by the Vendor/Contractor, or through University testing or assessment, Contractor shall use all reasonable efforts to update the Products and Services so as to be in conformance prior to Acceptance by the University.
  2. In the event any issues arise regarding Contractor's compliance with applicable federal or state disability laws, policies and regulations, at any time, during any term of the contract, including all optional renewals, the University may send communications to Contractor as specified in the Notices provision of the contract, requesting cure of such noncompliance. The Contractor shall respond to these communications within two (2) business days from receipt to the University official identified in the Notices provision of the contract, with a plan, including a timeline for completion, which will bring the contractor back within compliance as required by the contract. This plan shall require University agreement.
- E. **AWARD – RFP:** Selection shall be made of one 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 Offeror(s) 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:
1. a single award, or
  2. a multiple award.
- F. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of any contractual obligations prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed 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.
- G. **CONTROLLING VERSION (for solicitations):** 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.

- H. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By signature on Offeror's proposal submission, the Offeror/individual certifies that the Offeror and any subcontractors are properly licensed for providing the goods/services specified, and shall remain properly licensed during the life of the contract. Additionally, Offeror understands that I may be asked to provide proof of this licensure at any time by the University, if so requested.
- I. 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.
- J. IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the Offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or proposals should be placed in the envelope. Information on the envelope shall contain the following:
1. Legal name of Offeror
  2. Offeror address
  3. UMW RFP #
  4. UMW RFP Title
  5. Proposal due date & Time
- K. INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. 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 coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

Within ten (10) days after execution of this Agreement, Contactor shall submit a certificate of insurance naming the University as an additional insured. The proper name and address for the certificate is as follows:

University of Mary Washington  
1301 College Avenue  
Fredericksburg, VA 22401

- L. EXTRA CHARGES PROHIBITED:** The proposal price shall be complete; and shall include all applicable 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.
- M. LATE PROPOSALS:** To be considered for selection, 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.
- N. 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>.
- O. 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/furnish the goods and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy UMW that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated herein.
- P. UNDERSTANDING OF REQUIREMENTS:** Your signature on your proposal submission certifies your understanding of the following:
1. It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
  2. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
  3. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its proposal submission or to the contract.
- Q. 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.

## **CONTRACT TERMS AND CONDITIONS**

- A. ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the Contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
- B. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The University may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
  3. By mutual agreement between the parties in writing; or
  4. 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
  5. 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.
- C. CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all Contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be

performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.

1. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
2. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.
3. UMW reserves the right to audit a Contractor's background check process at any time.
4. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
5. Screens shall include:
  - i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history; DOJ Sex Offender Search and individual evaluation of results County Criminal Search for all identified counties.

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

1. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
2. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
3. That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
4. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (120) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
5. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**E. CONTROLLING VERSION (Contract):** 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.

**F. 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.

1. 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.
  2. 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.
  3. 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.
- G. 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.
- H. 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.
1. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- I. E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred

from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

- J. **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.
- K. **FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any Contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the Contractor's employee from University property, at minimum, and/or result in contract termination.
- L. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University as an agency of the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- M. **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.
- N. **INSTALLATION:** All items must be assembled and set in place, ready for University use. All crating and other debris must be removed by the Contractor from the premises.
- O. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.
- P. **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:	If to the Contractor:
Attn: Procurement Services	Attn:
1301 College Avenue	ADDRESS LINE 1
Fredericksburg, VA 22401	ADDRESS LINE 2

- Q. **OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.
- R. **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.
- S. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after

the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the Contractor to provide a substitute item of equivalent or better-quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the Contractor.

- T. **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.
- U. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for four successive one-year periods, under the terms of the current 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. Justification for a proposed price increase by the Contractor shall be documented and submitted to the University's Contract Administrator for consideration.
- V. **STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, Contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia. [http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html).
- W. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
  1. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
  2. Each prime contractor who wins an award valued over \$200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not

DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- X. **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.
- Y. **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>.
- Z. **WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- AA. **WORK SITE USE:** The Contractor expressly undertakes, either directly or through its subcontractors:
  - 1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
  - 2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
  - 3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
  - 4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
  - 5. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
  - 6. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.
- BB. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

XII. **SUPPLIER ONBOARDING and METHOD OF PAYMENT:** *All awarded Contractors must be [registered with the University](#) to receive payment via University-issued check or ACH.* The Contractor shall be paid using one of the following methods for all University initiated procurements:

- A. **University Charge Card:** At the time of verified receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:

1. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
  2. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale., effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
- B.** Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: [payables@umw.edu](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.
- C.** UMW Check or ACH: *Payment will be made per the terms of the contract, or 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.*

NOTE: ACH must be set up in advance prior to submittal of any invoices.

<https://www.doa.virginia.gov/reference.shtml#edi>

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to [invoices@mail.umw.edu](mailto:invoices@mail.umw.edu). *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON

Attn: ACCOUNTS PAYABLE

1301 COLLEGE AVENUE

FREDERICKSBURG, VA 22401

**ATTACHMENT A  
PRICING FORMAT**

The Contractor agrees to provide the services herein described in compliance with the Statement of Needs and all terms and conditions of the request for proposal and resultant contract award at the following prices:

**Pool Maintenance:**

**Pool Maintenance monthly billing amount: \$ \_\_\_\_\_**

**(Monthly price shall include weekly maintenance, 3 days per week, labor hours and all necessary materials to comply with the requirements as specified within section VI, A & B.)**

**PERSONNEL RATES FOR AS NEEDED REPAIRS**

<b>Labor Title</b>	<b>Unit</b>	<b>Regular Time Rate</b>	<b>Overtime Rate</b>
<b>Technician</b>	<b>Hourly</b>	<b>\$</b>	<b>\$</b>
<b>Supervisor</b>	<b>Hourly</b>	<b>\$</b>	<b>\$</b>
<b>Other Labor - Specify</b>	<b>Hourly</b>		
<b>Discount Percentage Off List Price for Parts</b>	<b>%</b>		

**ATTACHMENT B  
EQUIPMENT LIST**

<b>Equipment/Part</b>	<b>Brand Name</b>	<b>Manufacturer</b>	<b>Part Number</b>
Pump			
Co2 Feeder	Neptune-Benson		
PPG Feeder			
Chlorine Feeder	Pulsar System 140		
Chlorine Monitor	BECS Technology	Becsys5	1100167C
C02 feeder	Neptune Benson	CAT # VFA 6 SSV	
Ultraviolet Disinfection System	ETS UV Technology	ETS UV Technology	ECF-215-6 Model
Water Filter	Neptune Benson	Neptune Benson	(2)4848SHFFGSD-6
Air Charge Valve	Weasels Company	Weasels Company	NTA-20
Air Compressor	Powerex Pure Air Technology	Powerex	# AD0101B2

**ATTACHMENT C – SMALL BUSINESS SUBCONTRACTING PLAN**

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE**

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)

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

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

**INSTRUCTIONS:**

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

**ATTACHMENT C (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 D- SWAM SUBCONTRACTING SPEND REPORTING

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

UNIVERSITY OF MARY WASHINGTON

Administration and Finance

# Procurement Services

Forms  
DSBSD – SWaM  
Contracts  
Contact Us

QUICK LINKS

SWaM and Non-SWaM Reporting

### SWaM Subcontractor Reporting

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

**Vendor \***

**Contract Number**

Please enter the name of the COMPANY      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      Upload Document - Excel or Word only

Manual Input      Manually type information for each sub-contractor

## ATTACHMENT E

### 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

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- No Questions Accepted after 2:00 p.m., January 18, 2024. All Questions must be directed, via email, toward the Procurement Officer for this solicitation: Ken Manahan, [kmanaha2@umw.edu](mailto:kmanaha2@umw.edu).
- Proposal Due Date: No later than 2:00 p.m., February 13, 2024 - Proposals submitted after 2:00 p.m. as indicated by the official Procurement Department clock will NOT be accepted.
- All proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum. If sending the proposal by mail, the address to send the proposal to is located on the RFP Cover Page.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

#### REQUIRED DOCUMENT SUBMISSION

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Acknowledgement:

**The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable.** If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

#### Documents to Submit:

- Completed and signed RFP cover page.
- Any/All signed addenda.
- 1 Printed and 1 Electronic Copy (flash drive only) of Proposal (Original); and if applicable, 1 Printed and 1 Electronic Copy (flash drive only) of Proposal (Redacted)
- Include all information as requested within section VI, B.
- Completed Attachment A Pricing.
- Completed Attachment C, Small Business Subcontracting Plan.
- Any exceptions taken to University's Terms and Conditions.
- Include three references as requested in Section VI, B, 5.
- Current Certificate of Liability Insurance.