

**Standard Contract**

**UCPUMW 26-2075**

**Customizable International Travel Services**

This contract, between Southbridge Access LLC, hereinafter called the “Contractor”, and the Commonwealth of Virginia, University of Mary Washington, called the “University” or “UMW”, shall become effective upon full execution of this document by both parties.

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

**PERIOD OF CONTRACT:** March 1, 2026 – February 28, 2027 with nine (9) one-year renewal options.

**CONTRACT DOCUMENTS:** The contract shall consist of the following documents *in order of precedence*, all of which are incorporated herein by reference, and constitute the “contract documents”:

1. This signed Contract;
2. Any addenda and the original solicitation, RFP # 26-2075, dated January 20, 2026, to include:
  - a. The Statement of Needs
  - b. The General Terms and Conditions
  - c. The Special Terms and Conditions;
3. The Contractor’s proposal dated February 5, 2026 including all attachments;

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

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

- A. Customized International Travel Programming
  1. Develop and manage group travel programs for academic, cultural, and service-learning purposes.
  2. Offer tailored itineraries that meet educational goals for faculty and students.
- B. Travel Management Services
  1. Arrange international transportation, lodging, and local transfers for large groups.
  2. Provide access to unique lodging options (e.g., apartments, dormitories, houses).
- C. Program Enhancements
  1. Secure admissions to museums, performances, and cultural attractions at favorable rates.
  2. Organize mini-trips or excursions during international programs.
- D. Support Services
  1. Offer professional trip counseling for faculty directors.
  2. Provide tour guides and interpreters as needed.
  3. Conduct pre-trip seminars and organizational meetings upon request.
- E. Compliance and Documentation
  1. Communicate entry requirements (visas, immunizations) and assist with passport/visa services.
  2. Ensure adherence to all local, state, and federal laws and regulations.

3. If the Contractor collects any traveler data, the Contractor shall disclose what data is collected, how it is stored, and how it is protected. Based on evaluation of proposals, the Hosted Technology Services Addendum may be required as part of any subsequent contract.

F. Emergency and Risk Management

1. Maintain a 24/7 Emergency Operations Plan for faculty, staff, and student travelers.
2. Communicate travel alerts, restrictions, and contingency procedures for pandemics or emergencies.

G. Financial and Administrative Requirements

1. Provide accurate invoicing showing cost per traveler.
2. Offer transparent refund and cancellation policies with maximum flexibility.
3. Issue quotes for budget planning and guarantee pricing when possible.

H. Additional Services

1. Provide meeting space and technology support during travel.
2. Offer travel insurance and refund processing for unused tickets.

**PROGRAM PRICING CLARIFICATIONS:**

**Billing and Payment**

- Deposit for Ground Services: Due upon proposal approval in the amount of \$200.00 per participant.
- Deposit for Airfare (if applicable): Due upon proposal approval in the amount of \$200.00 per participant.
- 50% of Remaining Program Balance: Due 120 days prior to departure in the amount of 50% of the total program package costs.
- Final Pre-Program Payment: Due 60 days prior to departure in the amount of the remaining balance of the program package costs.
- Post-Trip Balance (if applicable): Due 30 days following receipt of the final invoice for any costs of added services.

**Cancellation**

- 100% of total trip costs refundable if cancellation made 120+ days prior to trip.
- 50% of total trip costs refundable if cancellation made 60-119 prior to trip.
- 20% of total trip costs refundable if cancellation made 31-59 days prior to trip.
- Non-refundable 1-30 days prior to trip.

**CONTRACT ADMINISTRATION:** The Director of Center for International Education, 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:**

- A. **ANTI-DISCRIMINATION:** By submitting their bids or proposals, bidders or offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1, available for review on the UMW Procurement Services website. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only

the accounts and programs funded with public funds shall be subject to audit by the public body. (§6 of the Rules Governing Procurement).

In every contract over \$10,000, provisions 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - d. If the contractor employs more than five employees, the contractor shall:
    - i. provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and
    - ii. post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- D. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for at least five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.
- E. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- F. **DEBARMENT STATUS:** By submitting their bids or proposals, bidders or offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids or proposals, bidders or offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred with any public employee having official responsibility

for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- H. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. Effective July 1, 2014, the Vendor Transaction Fees are:
  - i. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- K. **PRECEDENCE OF TERMS:** These Mandatory General Terms and Conditions and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders or offerors shall state bid or offer prices in US dollars.

**SPECIAL TERMS AND CONDITIONS:**

- A. **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.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner.

The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

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

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

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Offeror's bid or proposal package. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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

- D. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **AVAILABILITY OF FUNDS/FISCAL YEAR PROCESSING:** The University of Mary Washington's fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- F. **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:

- 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.

- G. **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.
- H. **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.
- I. **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.
- J. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's

workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- K. **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.
- L. **NON-ACCEPTANCE OF VENDOR TERMS:** The University shall not be bound by any additional or different terms and conditions issued by the Contractor in connection with a specific trip, booking, reservation, invoice, itinerary, online portal, or any other transaction. Any such terms, including but not limited to click-through agreements, booking confirmations, or standard business terms, shall be of no force or effect unless expressly agreed to in a formal written amendment executed by both parties. Performance by the University shall not constitute acceptance of any Contractor-issued terms.
- M. **DIGITAL ACCESSIBILITY REQUIREMENTS:** The Contractor shall ensure that all information technology, digital content, documents, electronic communications, and related materials provided under this Contract comply with the nonvisual access requirements of the Information Technology Access Act, §§ 2.2 3500 through 2.2 3504 of the Code of Virginia, and with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended. All Technology provided under this Contract shall:
  - 1. Provide effective, interactive control and use through nonvisual means;
  - 2. Be compatible with assistive technologies used by individuals who are blind or visually impaired;
  - 3. Integrate nonvisual access into any networks used to share information or communication; and
  - 4. Provide equivalent access to telecommunications and network services.Upon request, the Contractor shall provide documentation demonstrating compliance with these requirements and shall promptly correct any identified accessibility barriers at no additional cost to the University.
- N. **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.
- 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:  
Attn: Procurement Services  
1301 College Avenue  
Fredericksburg, VA 22401

If to the Contractor:  
Attn: Southbridge Access LLC  
2093 Philadelphia Pike, #4220  
Claymont, DE. 19703

- Q. **PROCUREMENT MANUAL:** This 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 the VASCUPP website.
- R. **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.
- S. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for (9), one-year renewal 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.
- T. **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.
- U. **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.
- V. **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>.
- W. **INSURANCE:** The Contractor shall maintain the following insurance coverage during the term of the Contract: For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
- X. **MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**
  - i. 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.

- ii. Employer's Liability - \$100,000.
- iii. 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.
- iv. 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).

**METHOD OF PAYMENT/PAYMENT TERMS:** The contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through 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 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.
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
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 and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to [UMW Account Payable](#). *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).*

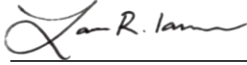
UNIVERSITY OF MARY WASHINGTON  
Attn: ACCOUNTS PAYABLE  
1301 COLLEGE AVENUE  
FREDERICKSBURG, VA 22401

**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.

**Southbridge Access LLC**

**UNIVERSITY OF MARY WASHINGTON**

Signature: 

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

Printed Name: Lauren Reppa Iacoangelo  
Title: Senior Director of Business Development  
Date: 3/5/26  
Phone: 404-784-0593  
Email: [lauren@southbridgeaccess.com](mailto:lauren@southbridgeaccess.com)

Melva A. H. Kishpaugh  
Printed Name: Director, Procurement Services  
Title: \_\_\_\_\_  
Date: March 5, 2026  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** January 20, 2026

**RFP NUMBER & TITLE:** **RFP 26-2075** - Customizable International Travel Services  
Thursday, February 5, 2026 – 2:00 PM EST

**PROPOSAL DUE DATE & TIME:** **NOTE: Proposals received after the due date and time, as determined by the electronic time stamp generated by the eVA system, cannot be accepted.**

**PROPOSAL SUBMISSION:** Proposals shall be submitted electronically via the Commonwealth of Virginia’s eVA system in accordance with the instructions provided in this solicitation.  
Reference **RFP 26-2075**

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

**COMMODITY CODE(S):** 95892, 96178

**PRE-PROPOSAL CONFERENCE:**  Optional  Mandatory  N/A

**CONTRACT OFFICER:** JENNIFER BUIST **EMAIL:** [jbuist@umw.edu](mailto:jbuist@umw.edu)

**PERIOD OF CONTRACT:** DATE OF AWARD THROUGH ONE YEAR, WITH OPTION FOR NINE (9) 1-YEAR RENEWALS, or as negotiated.

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.

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**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:** \_\_\_\_\_

- 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 Thursday, January 29, 2026, at 2:00 PM EST. Responses will be posted as an addendum on eVA.
- II. **PROPOSAL RECEIPT REQUIREMENTS:** Proposals for furnishing the goods/services described herein must be submitted electronically via the Commonwealth of Virginia's eVA Procurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)). Physical submissions will not be accepted. **It is the responsibility of the Offeror to ensure that the proposal is submitted through eVA and received on time.**
- A. Late proposals cannot be accepted.
  - B. Offerors should verify successful submission in eVA prior to the deadline.
  - C. *UMW requires the inclusion of a clearly marked redacted proposal to be uploaded in eVA 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. **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 or call the University's Weather Line at (540) 654-2424. Please visit the [University of Mary Washington Website](#) for current operating status updates.
- V. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal ([Cobblestone](#)) for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the [VASCUPP public portal](#) 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 sources to establish contracts through competitive negotiations to provide customized education abroad and travel programming as outlined herein to the University of Mary Washington ('UMW' or 'the University'), an agency of the Commonwealth of Virginia. It is intended for the resulting contract to include cooperative language for the benefit of all public bodies and other entities referenced herein.

## II. ORGANIZATION OVERVIEW:

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

## III. BACKGROUND:

The University provides numerous opportunities for customized travel and/or customized education abroad programs for study abroad, foreign language immersion, conservation, volunteerism, service learning, academic research, fine arts performances, athletic competition, or other group travel prospects each year. Participants may include students, alumni, faculty, staff, and approved guests (e.g., family members of faculty) as authorized by CIE.

A. The University currently maintains multiple contracts for customized international travel services on an as-needed basis under the incumbent contract UCPUMW 15-386. The awarded vendors under this contract are:

1. Vacations Consulting dba Destination Partners and Brazil Nuts
2. Vagabond Tours (EduTrips)
3. Fellowship Travel International Inc.
4. Golden Rule Travel, LLC
5. Academic Experiences Abroad (AEA)

B. Approximate annual spend for FY25 is \$187,134.00. Refer to Attachment D for detail. This figure is estimated and is provided for informational purposes. *The University will not guarantee actual contract usage in any amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.*

C. The University shall issue Purchase Orders for each arranged travel program. The Purchase Order shall serve as the University's authorization to perform work. *The University shall not be required to sign additional agreements for work performed under this contract.*

## 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 on the [VASCUPP website](#)), 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. Information regarding Commonwealth of Virginia SWaM requirements is available on the University of Mary Washington's [SWaM information page](#). Offerors are encouraged to review this information prior to proposal submission.

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

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

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

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

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

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

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and,
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content but blacks out any protected information not appropriate

for public release. *If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.*

*The designating of an entire proposal document, line-item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as 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. If required, presentations may be conducted in person or via video conference (e.g., Zoom or Microsoft Teams). 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. Vendors shall submit one (1) complete electronic proposal through eVA by the date and time specified in this solicitation. Paper or physical media submissions will not be accepted. All proposal documents must be uploaded in eVA in a non-corrupted, readable format and must not be password protected, unless the password is provided at the time of submission. If a redacted copy of the proposal is required, the vendor shall submit one (1) separate electronic redacted copy through eVA, clearly labeled "Redacted," in addition to the complete proposal.
5. Proposal Formatting and Content: Proposals should be as detailed as necessary to enable the University of Mary Washington to properly evaluate the Offeror's capabilities to provide the required services. Proposals shall be:
  - Prepared simply and economically, with attention to minimizing unnecessary content and file size.
  - Submitted electronically through eVA in commonly used, readable file formats.
  - Organized in a clear and logical manner.
  - Straightforward and concise, while fully addressing all solicitation requirements.
  - Formatted to facilitate electronic review, including the use of bookmarks, headings, or tables of contents where appropriate.
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.

#### **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

The Offeror should provide the following information tabbed as follows:

1. Please identify the amount of sales your company has had (if any) during the last twelve months with each public Higher Education Institution within the Commonwealth of Virginia.
2. Provide a comprehensive list of currently serviced destinations and examples of types of travel programming that the offering firm has provided to clients within the last three years.
  - a. Specify the international locations to which your firm has experience in providing travel management services.

- b. Describe the experience that your firm has in providing travel management services for large groups in an academic and higher education setting. Please provide recent examples (references) to support this experience.
  - c. Describe the ability of your firm to provide customized group tours and/or organize group events that meet educational goals for faculty and students while traveling abroad. Provide examples of previously arranged tours.
  - d. Describe the ability of your firm to offer professional trip counseling for faculty directors for complex or unique itineraries.
  - e. Describe your firm's ability to provide tour guides and/or interpreters on an as-needed basis during international travel.
  - f. Describe your firm's ability to arrange for admissions passes to various museums, performances, special exhibits, and other attractions as an enhancement to the international study program at the most favorable rate to the University. Provide suggested attractions as examples in conjunction with various serviced locations.
  - g. Describe the ability of your firm in locating restaurants in the travel area that can accommodate large travel groups, including dietary restrictions (allergies, vegetarian/vegan, gluten-free, halal/kosher) and accessibility needs. Describe the ability of the University to have select group meals be pre-reserved and invoiced as part of the trip. Provide examples of previous arrangements.
  - h. Describe your firm's ability to provide or attend pre-trip seminars and organizational meetings on campus to the groups that will be traveling, if requested by the University. Specify all associated costs in the Pricing Schedule.
  - i. Describe the firm's ability to provide meeting space, classroom facilities, and/or presentation/technology needs during international travel at the University's request. Describe your ability to provide facilities on another university or college campus and specify the locations.
3. If all services described in section IV.A are not provided "in-house" by the offering firm, please provide the list of providers that partner with the firm to supply the services.
- a. Describe the firm's ability to plan mini-trips or excursions for University groups traveling abroad. Describe the firm's ability to schedule either intra-national or international travel to accommodate the mini-trips or excursions. Provide examples of previous experience in providing this service.
  - b. Describe firm's ability to provide charter transportation and the types available by location.
  - c. Describe all travel insurance available at no cost to the University.
  - d. Describe any Common Carrier and Flight Insurance that would be made available to University travelers at no additional cost to the University.
  - e. The contractor shall provide any refunds due as a result of unused tickets and shall identify each refund by the original ticket and invoice number. Refunds shall be credited to the University in the form of the original payment. Describe the firm's refund policy as it pertains to tickets, rentals, and reservations described within this RFP.
  - f. Describe the timeframe for providing the delivery of tickets and/or itineraries to the requesting University faculty travel leader after reservations are confirmed. All tickets and itineraries, unless otherwise requested by the University, should be delivered electronically.

- g. Describe the information provided on standard itineraries.
  - h. Describe the firm's ability to communicate entry requirements for a country (such as a visa, letter of invitation), and to communicate any issues that may prevent entry into a country (such as passport stamps to a specific country) and provide guidance on resolution.
  - i. Specify the firm's ability to provide Passport and Visa services. Include all associated costs.
  - j. Trip itineraries for the entire group shall be provided to the University faculty director in charge of the trip and the Center for International Education (CIE), unless otherwise specified.
  - k. Describe how the firm ensures accuracy in booking, invoicing, and itineraries. Specify if original receipts shall be provided to the University.
  - l. Describe the ability of the firm to provide communications to the faculty director when the trip being planned will take the group to locations requiring immunizations. Specify if the firm will be able to provide the faculty director and the Center for International Education (CIE) with details about the immunizations needed and time frame for the traveling group to receive the immunizations.
  - m. Describe the firm's ability to book group lodging for short term and long term stays. Describe any unique lodging situations for which the firm would have booking access, such as apartments, dormitories or houses.
4. Describe business operations.
- a. Provide resumes for key personnel (particularly the single point of contract who will be working with UMW) who would be representing the firm and working with UMW staff to develop travel programming or fulfill travel programming needs.
  - b. Specify how invoicing will demonstrate exactly how the cost per traveler was determined. Provide an invoice example.
  - c. Describe how payment is accepted.
  - d. Describe billing and payment terms. Specify if deposits are required and when full payment is due.
  - e. Specify the firm's cancellation policies and penalties. In the case of program cancellation or individual participant withdrawal, describe how refunds would be processed. Maximum flexibility is preferred.
  - f. Describe the process for providing a quote of travel costs, as requested by the University for Budget planning. Describe how the firm would be able to guarantee quoted price (for up to a year in advance). Specify any and all issues that would impact the quoted price.
  - g. Describe how the firm would ensure that post trip reconciliation charges or surcharges, previously unapproved by the University are not levied.
  - h. Describe the ability of the firm to provide quotes for international travel based on current exchange rates and provide the University with the ability to hedge currency when possible and if in the best interest of the University. Explain the process for issuing credits and charges if exchange rates change after the original quote.
  - i. Describe how the firm obtains the most favorable rates in regard to international travel for large groups.

- j. Describe the firm's ability to advise the University departments of savings opportunities as it pertains to various items of travel as part of an international study program.
  - k. The University shall not be required to sign additional travel agreements or pro forma for individual trips planned by firms awarded a contract as a result of this solicitation. The University will issue a purchase order in accordance with the contract and in accordance with the pro forma, which shall serve as the University's agreement to proceed. Describe the firm's ability to comply with this requirement.
  - l. Describe any data collected from travelers as part of your services, including what data is collected, how it is stored, and how it is protected. Based on evaluation of proposals, the Hosted Technology Services Addendum may be required as part of any subsequent contract.
5. Provide an Emergency Operations Plan to support UMW faculty, staff and student travelers, inclusive of emergency contact information (24/7).
    - a. Describe the firm's ability to communicate travel alerts or warnings issued by the U.S. Government and/or destination area including travel restrictions to sanctioned countries.
    - b. Provide details on the process that a University faculty leader would follow if problems occurred during an international trip arranged by the firm. Describe the firm's ability to provide back-up arrangements with short-term notice.
    - c. Include contingency procedures for pandemics, epidemics, public health emergencies, border closures, and other force-majeure events, including quarantine/isolation logistics, rebooking, cancellations, refunds/credits, and emergency communication protocols.
  6. Describe how the firm ensures that all local state and federal laws and regulations are followed.
  7. Provide at least one sample travel program with itinerary, for purposes of cultural immersion for 10 students and one faculty member, in a specific designation that the firm services, for a program minimum 21 days in length, or if only air transportation is available through the firm, please provide sample group itineraries with pricing.
  8. Provide information regarding services not described in the scope of work that the offering firm is currently able to provide to the University, along with associated pricing.
  9. TIME LINES AND KEY DATES:
    - a. Questions from Offerors accepted only through: Thursday, January 29, 2026 – 2:00 PM EST
    - b. Proposals are Due: Thursday, February 5, 2026 – 2:00 PM EST
    - c. Initial Evaluations complete & Score Sheets due: Friday, February 13, 2026
    - d. Proposal Clarification questions to Procurement Services: Tuesday, February 17, 2026
    - e. Tentative Proposal Clarifications complete and/or presentations: Thursday, February 19, 2026
    - f. Tentative Negotiations to be complete: Friday, February 27, 2026
    - g. Tentative Award(s): Friday, February 27, 2026 – 4:30 PM ET
    - h. Tentative Commencement of Contract(s) (contract signed): Monday, March 2, 2026
  10. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
  11. Complete and return the following attachments with the proposal:
    - a. Attachment A – Proposal Submission Checklist. (Required)
    - b. Attachment B – Small Business Subcontracting Plan. (Required)
  12. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
  13. Any other information the Offeror believes will help the University evaluate its proposal.

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

## VII. STATEMENT OF NEEDS:

The Contractor shall provide the following services and capabilities:

- A. Customized International Travel Programming
  - 1. Develop and manage group travel programs for academic, cultural, and service-learning purposes.
  - 2. Offer tailored itineraries that meet educational goals for faculty and students.
- B. Travel Management Services
  - 1. Arrange international transportation, lodging, and local transfers for large groups.
  - 2. Provide access to unique lodging options (e.g., apartments, dormitories, houses).
- C. Program Enhancements
  - 1. Secure admissions to museums, performances, and cultural attractions at favorable rates.
  - 2. Organize mini-trips or excursions during international programs.
- D. Support Services
  - 1. Offer professional trip counseling for faculty directors.
  - 2. Provide tour guides and interpreters as needed.
  - 3. Conduct pre-trip seminars and organizational meetings upon request.
- E. Compliance and Documentation
  - 1. Communicate entry requirements (visas, immunizations) and assist with passport/visa services.
  - 2. Ensure adherence to all local, state, and federal laws and regulations.
  - 3. If the Contractor collects any traveler data, the Contractor shall disclose what data is collected, how it is stored, and how it is protected. Based on evaluation of proposals, the Hosted Technology Services Addendum may be required as part of any subsequent contract.
- F. Emergency and Risk Management
  - 1. Maintain a 24/7 Emergency Operations Plan for faculty, staff, and student travelers.
  - 2. Communicate travel alerts, restrictions, and contingency procedures for pandemics or emergencies.
- G. Financial and Administrative Requirements
  - 1. Provide accurate invoicing showing cost per traveler.
  - 2. Offer transparent refund and cancellation policies with maximum flexibility.
  - 3. Issue quotes for budget planning and guarantee pricing when possible.
- H. Additional Services
  - 1. Provide meeting space and technology support during travel.
  - 2. Offer travel insurance and refund processing for unused tickets.

## VIII. CONTRACT ADMINISTRATION:

- A. The Director of the Center for International Education, 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
Offeror’s capability – Experience based on provided resume(s) of personnel proposed	30
Client recommendations	10
Quality of proposal - offerings; portfolio (examples of prior work); addresses UMW requirements	30
Pricing: Financial Proposal	20
Small Business Subcontracting Plan	10
Total	100

SWaM participation will be considered but weighted modestly due to the nature of this contract. Details regarding award process and multiple awards are located in the Special Terms and Conditions – Award to Multiple Offerors.

**X. GENERAL TERMS AND CONDITIONS:**

The full set of General Terms and Conditions is a mandatory part of this solicitation and will be incorporated into the resulting contract. Please review the current version on the [UMW Terms & Conditions page](#).

**XI. SPECIAL 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. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. **PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for (120) days. At the end of the (120) days the proposal may be withdrawn at the written request of the Offeror . If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No

modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Bidder/Offeror's bid or proposal package. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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

- F. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more Offeror s 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 which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The University reserves the right to make multiple awards as a result of this solicitation. The University may cancel this Request for Proposals or 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 (*Code of Virginia, § 2.2-4359D*). 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, 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.
- G. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- H. **AVAILABILITY OF FUNDS/FISCAL YEAR PROCESSING:** The University of Mary Washington's fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as

services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.
- J. **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.
- K. **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.
- L. **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.
- M. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- N. **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.
- O. **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.
- P. **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.
- Q. **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.
- R. **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

- S. **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 the [VASCUPP website](#).
- T. **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 and/or furnish the goods contemplated herein.
- U. **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.
- V. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for (9), one-year renewal 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.
- W. **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.
- X. **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.
- 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. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your bid/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 proposal submission or to the contract.

**AA. 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, 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

**BB. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or Offeror further certifies that the contractor and any subcontractors will maintain these insurance 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).

XII. **PRICING SCHEDULE:** The contractor shall provide pricing for all products and services included in proposal, including transaction, processing, and service charges. Contractor should specify travel management fees.

XIII. **ATTACHMENTS (POSTED SEPARATELY IN eVA):** The following attachments are part of this Request for Proposals and are posted as separate downloadable files in eVA. Offerors are responsible for reviewing all attachments and submitting all required attachments with their proposal.

- a. Proposal Submission Checklist (Required)
- b. Small Business Subcontracting Plan (Required)
- c. SWAM Spend Reporting (Informational Only)
- d. Approximate FY25 Annual Spend Sheet (Historical / Informational Only)
- e. Hosted Technology Services Addendum (Exhibit)

XIV. **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:
  - a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
  - b. 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 via [email](#), or view details on the [Bank of America Virtual Payables Website](#).
- 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. For more information about ACH enrollment, please visit the [Department of Accounts Electronic Data Interchange \(EDI\) webpage](#).

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

### RFP 26-2075 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 **Thursday, January 29, 2026 – 2:00 PM EST**. All Questions must be directed toward the Procurement Officer for this solicitation: [Jennifer Buist, jbuist@umw.edu](mailto:jbuist@umw.edu) , and 540-654-1382.
- Proposal Due Date: **Thursday, February 5, 2026 – 2:00 PM EST** - Proposals submitted after 2:00 PM EST as indicated by the official eVA timestamp will NOT be accepted.
- All proposals must be submitted electronically through the Commonwealth of Virginia's eVA Procurement Portal by the solicitation due date and time. Offerors are responsible for ensuring successful submission in eVA. Proposals submitted by mail, email, or physical delivery will not be accepted.
- **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.
- Electronic proposal uploaded through eVA (including a separate redacted version, if applicable).
- Description of the Offering firm's history and expertise relevant to the services described in this RFP.
- Pricing Schedule, as required by this RFP.
- Completed Attachment B, Small Business Subcontracting Plan.
- Any exceptions taken to University's Terms and Conditions.
- Current Certificate of Liability Insurance

**ATTACHMENT B - 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)*

**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 (\$)
<b>Total Planned Subcontracting Spend (\$)</b>					

ATTACHMENT D - See sheet 2 for breakdown

VHEPC FY25 Custom Travel Services Spend

V_Vendor	GMU	ODU	UMW
Academic Experiences Abroad		\$ 77,175	
Fellowship Travel International Inc	\$ 60,000	\$ 46,499	
GOLDEN RULE TRAVEL			\$ 3,460

**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** January 20, 2026

**RFP NUMBER & TITLE:** **RFP 26-2075** - Customizable International Travel Services  
Thursday, February 5, 2026 – 2:00 PM EST

**PROPOSAL DUE DATE & TIME:** **NOTE: Proposals received after the due date and time, as determined by the electronic time stamp generated by the eVA system, cannot be accepted.**

**PROPOSAL SUBMISSION:** Proposals shall be submitted electronically via the Commonwealth of Virginia’s eVA system in accordance with the instructions provided in this solicitation.  
Reference **RFP 26-2075**

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

**COMMODITY CODE(S):** 95892, 96178

**PRE-PROPOSAL CONFERENCE:**  Optional  Mandatory  N/A

**CONTRACT OFFICER:** JENNIFER BUIST **EMAIL:** [jbuist@umw.edu](mailto:jbuist@umw.edu)

**PERIOD OF CONTRACT:** DATE OF AWARD THROUGH ONE YEAR, WITH OPTION FOR NINE (9) 1-YEAR RENEWALS, or as negotiated.

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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.

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

Name of Offering Firm:

**Southbridge Access**

Address of Offering Firm:

**2093 Philadelphia Pike,  
#4220, Claymont, DE  
19703-2424**

DSBSD Certification No.: N/A

Expiration Date: \_\_\_\_\_

eVA ID: SUP323779

Tax ID: 46-0753355

Email: [lee@southbridgeaccess.com](mailto:lee@southbridgeaccess.com)

Telephone: 404-784-0593

Website: www.southbridgeaccess.com

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

Submitted By (Print Name & Title): Lee Kramer

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

Date: February 5, 2026

- 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 Thursday, January 29, 2026, at 2:00 PM EST. Responses will be posted as an addendum on eVA.
- II. **PROPOSAL RECEIPT REQUIREMENTS:** Proposals for furnishing the goods/services described herein must be submitted electronically via the Commonwealth of Virginia's eVA Procurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)). Physical submissions will not be accepted. **It is the responsibility of the Offeror to ensure that the proposal is submitted through eVA and received on time.**
- A. Late proposals cannot be accepted.
  - B. Offerors should verify successful submission in eVA prior to the deadline.
  - C. *UMW requires the inclusion of a clearly marked redacted proposal to be uploaded in eVA 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. **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 or call the University's Weather Line at (540) 654-2424. Please visit the [University of Mary Washington Website](#) for current operating status updates.
- V. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal ([Cobblestone](#)) for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the [VASCUPP public portal](#) 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 sources to establish contracts through competitive negotiations to provide customized education abroad and travel programming as outlined herein to the University of Mary Washington ('UMW' or 'the University'), an agency of the Commonwealth of Virginia. It is intended for the resulting contract to include cooperative language for the benefit of all public bodies and other entities referenced herein.

## II. ORGANIZATION OVERVIEW:

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

## III. BACKGROUND:

The University provides numerous opportunities for customized travel and/or customized education abroad programs for study abroad, foreign language immersion, conservation, volunteerism, service learning, academic research, fine arts performances, athletic competition, or other group travel prospects each year. Participants may include students, alumni, faculty, staff, and approved guests (e.g., family members of faculty) as authorized by CIE.

A. The University currently maintains multiple contracts for customized international travel services on an as-needed basis under the incumbent contract UCPUMW 15-386. The awarded vendors under this contract are:

1. Vacations Consulting dba Destination Partners and Brazil Nuts
2. Vagabond Tours (EduTrips)
3. Fellowship Travel International Inc.
4. Golden Rule Travel, LLC
5. Academic Experiences Abroad (AEA)

B. Approximate annual spend for FY25 is \$187,134.00. Refer to Attachment D for detail. This figure is estimated and is provided for informational purposes. *The University will not guarantee actual contract usage in any amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.*

C. The University shall issue Purchase Orders for each arranged travel program. The Purchase Order shall serve as the University's authorization to perform work. *The University shall not be required to sign additional agreements for work performed under this contract.*

## 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 on the [VASCUPP website](#)), 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. Information regarding Commonwealth of Virginia SWaM requirements is available on the University of Mary Washington's [SWaM information page](#). Offerors are encouraged to review this information prior to proposal submission.

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

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

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

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

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

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

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and,
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content but blacks out any protected information not appropriate

for public release. *If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.*

*The designating of an entire proposal document, line-item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as 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. If required, presentations may be conducted in person or via video conference (e.g., Zoom or Microsoft Teams). 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. Vendors shall submit one (1) complete electronic proposal through eVA by the date and time specified in this solicitation. Paper or physical media submissions will not be accepted. All proposal documents must be uploaded in eVA in a non-corrupted, readable format and must not be password protected, unless the password is provided at the time of submission. If a redacted copy of the proposal is required, the vendor shall submit one (1) separate electronic redacted copy through eVA, clearly labeled "Redacted," in addition to the complete proposal.
5. Proposal Formatting and Content: Proposals should be as detailed as necessary to enable the University of Mary Washington to properly evaluate the Offeror's capabilities to provide the required services. Proposals shall be:
  - Prepared simply and economically, with attention to minimizing unnecessary content and file size.
  - Submitted electronically through eVA in commonly used, readable file formats.
  - Organized in a clear and logical manner.
  - Straightforward and concise, while fully addressing all solicitation requirements.
  - Formatted to facilitate electronic review, including the use of bookmarks, headings, or tables of contents where appropriate.
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.

### **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

The Offeror should provide the following information tabbed as follows:

#### **PLEASE SEE OUR RESPONSES IN THE DOCUMENT DIRECTLY FOLLOWING THE COVER LETTER**

1. Please identify the amount of sales your company has had (if any) during the last twelve months with each public Higher Education Institution within the Commonwealth of Virginia.
2. Provide a comprehensive list of currently serviced destinations and examples of types of travel programming that the offering firm has provided to clients within the last three years.

- a. Specify the international locations to which your firm has experience in providing travel management services.

- b. Describe the experience that your firm has in providing travel management services for large groups in an academic and higher education setting. Please provide recent examples (references) to support this experience.
  - c. Describe the ability of your firm to provide customized group tours and/or organize group events that meet educational goals for faculty and students while traveling abroad. Provide examples of previously arranged tours.
  - d. Describe the ability of your firm to offer professional trip counseling for faculty directors for complex or unique itineraries.
  - e. Describe your firm's ability to provide tour guides and/or interpreters on an as-needed basis during international travel.
  - f. Describe your firm's ability to arrange for admissions passes to various museums, performances, special exhibits, and other attractions as an enhancement to the international study program at the most favorable rate to the University. Provide suggested attractions as examples in conjunction with various serviced locations.
  - g. Describe the ability of your firm in locating restaurants in the travel area that can accommodate large travel groups, including dietary restrictions (allergies, vegetarian/vegan, gluten-free, halal/kosher) and accessibility needs. Describe the ability of the University to have select group meals be pre-reserved and invoiced as part of the trip. Provide examples of previous arrangements.
  - h. Describe your firm's ability to provide or attend pre-trip seminars and organizational meetings on campus to the groups that will be traveling, if requested by the University. Specify all associated costs in the Pricing Schedule.
  - i. Describe the firm's ability to provide meeting space, classroom facilities, and/or presentation/technology needs during international travel at the University's request. Describe your ability to provide facilities on another university or college campus and specify the locations.
3. If all services described in section IV.A are not provided "in-house" by the offering firm, please provide the list of providers that partner with the firm to supply the services.
- a. Describe the firm's ability to plan mini-trips or excursions for University groups traveling abroad. Describe the firm's ability to schedule either intra-national or international travel to accommodate the mini-trips or excursions. Provide examples of previous experience in providing this service.
  - b. Describe firm's ability to provide charter transportation and the types available by location.
  - c. Describe all travel insurance available at no cost to the University.
  - d. Describe any Common Carrier and Flight Insurance that would be made available to University travelers at no additional cost to the University.
  - e. The contractor shall provide any refunds due as a result of unused tickets and shall identify each refund by the original ticket and invoice number. Refunds shall be credited to the University in the form of the original payment. Describe the firm's refund policy as it pertains to tickets, rentals, and reservations described within this RFP.
  - f. Describe the timeframe for providing the delivery of tickets and/or itineraries to the requesting University faculty travel leader after reservations are confirmed. All tickets and itineraries, unless otherwise requested by the University, should be delivered electronically.

- g. Describe the information provided on standard itineraries.
  - h. Describe the firm's ability to communicate entry requirements for a country (such as a visa, letter of invitation), and to communicate any issues that may prevent entry into a country (such as passport stamps to a specific country) and provide guidance on resolution.
  - i. Specify the firm's ability to provide Passport and Visa services. Include all associated costs.
  - j. Trip itineraries for the entire group shall be provided to the University faculty director in charge of the trip and the Center for International Education (CIE), unless otherwise specified.
  - k. Describe how the firm ensures accuracy in booking, invoicing, and itineraries. Specify if original receipts shall be provided to the University.
  - l. Describe the ability of the firm to provide communications to the faculty director when the trip being planned will take the group to locations requiring immunizations. Specify if the firm will be able to provide the faculty director and the Center for International Education (CIE) with details about the immunizations needed and time frame for the traveling group to receive the immunizations.
  - m. Describe the firm's ability to book group lodging for short term and long term stays. Describe any unique lodging situations for which the firm would have booking access, such as apartments, dormitories or houses.
4. Describe business operations.
- a. Provide resumes for key personnel (particularly the single point of contract who will be working with UMW) who would be representing the firm and working with UMW staff to develop travel programming or fulfill travel programming needs.
  - b. Specify how invoicing will demonstrate exactly how the cost per traveler was determined. Provide an invoice example.
  - c. Describe how payment is accepted.
  - d. Describe billing and payment terms. Specify if deposits are required and when full payment is due.
  - e. Specify the firm's cancellation policies and penalties. In the case of program cancellation or individual participant withdrawal, describe how refunds would be processed. Maximum flexibility is preferred.
  - f. Describe the process for providing a quote of travel costs, as requested by the University for Budget planning. Describe how the firm would be able to guarantee quoted price (for up to a year in advance). Specify any and all issues that would impact the quoted price.
  - g. Describe how the firm would ensure that post trip reconciliation charges or surcharges, previously unapproved by the University are not levied.
  - h. Describe the ability of the firm to provide quotes for international travel based on current exchange rates and provide the University with the ability to hedge currency when possible and if in the best interest of the University. Explain the process for issuing credits and charges if exchange rates change after the original quote.
  - i. Describe how the firm obtains the most favorable rates in regard to international travel for large groups.

- j. Describe the firm's ability to advise the University departments of savings opportunities as it pertains to various items of travel as part of an international study program.
  - k. The University shall not be required to sign additional travel agreements or pro forma for individual trips planned by firms awarded a contract as a result of this solicitation. The University will issue a purchase order in accordance with the contract and in accordance with the pro forma, which shall serve as the University's agreement to proceed. Describe the firm's ability to comply with this requirement.
  - l. Describe any data collected from travelers as part of your services, including what data is collected, how it is stored, and how it is protected. Based on evaluation of proposals, the Hosted Technology Services Addendum may be required as part of any subsequent contract.
5. Provide an Emergency Operations Plan to support UMW faculty, staff and student travelers, inclusive of emergency contact information (24/7).
    - a. Describe the firm's ability to communicate travel alerts or warnings issued by the U.S. Government and/or destination area including travel restrictions to sanctioned countries.
    - b. Provide details on the process that a University faculty leader would follow if problems occurred during an international trip arranged by the firm. Describe the firm's ability to provide back-up arrangements with short-term notice.
    - c. Include contingency procedures for pandemics, epidemics, public health emergencies, border closures, and other force-majeure events, including quarantine/isolation logistics, rebooking, cancellations, refunds/credits, and emergency communication protocols.
  6. Describe how the firm ensures that all local state and federal laws and regulations are followed.
  7. Provide at least one sample travel program with itinerary, for purposes of cultural immersion for 10 students and one faculty member, in a specific designation that the firm services, for a program minimum 21 days in length, or if only air transportation is available through the firm, please provide sample group itineraries with pricing.
  8. Provide information regarding services not described in the scope of work that the offering firm is currently able to provide to the University, along with associated pricing.
  9. TIME LINES AND KEY DATES:
    - a. Questions from Offerors accepted only through: Thursday, January 29, 2026 – 2:00 PM EST
    - b. Proposals are Due: Thursday, February 5, 2026 – 2:00 PM EST
    - c. Initial Evaluations complete & Score Sheets due: Friday, February 13, 2026
    - d. Proposal Clarification questions to Procurement Services: Tuesday, February 17, 2026
    - e. Tentative Proposal Clarifications complete and/or presentations: Thursday, February 19, 2026
    - f. Tentative Negotiations to be complete: Friday, February 27, 2026
    - g. Tentative Award(s): Friday, February 27, 2026 – 4:30 PM ET
    - h. Tentative Commencement of Contract(s) (contract signed): Monday, March 2, 2026
  10. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
  11. Complete and return the following attachments with the proposal:
    - a. Attachment A – Proposal Submission Checklist. (Required)
    - b. Attachment B – Small Business Subcontracting Plan. (Required)
  12. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
  13. Any other information the Offeror believes will help the University evaluate its proposal.

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

## VII. STATEMENT OF NEEDS:

The Contractor shall provide the following services and capabilities:

- A. Customized International Travel Programming
  - 1. Develop and manage group travel programs for academic, cultural, and service-learning purposes.
  - 2. Offer tailored itineraries that meet educational goals for faculty and students.
- B. Travel Management Services
  - 1. Arrange international transportation, lodging, and local transfers for large groups.
  - 2. Provide access to unique lodging options (e.g., apartments, dormitories, houses).
- C. Program Enhancements
  - 1. Secure admissions to museums, performances, and cultural attractions at favorable rates.
  - 2. Organize mini-trips or excursions during international programs.
- D. Support Services
  - 1. Offer professional trip counseling for faculty directors.
  - 2. Provide tour guides and interpreters as needed.
  - 3. Conduct pre-trip seminars and organizational meetings upon request.
- E. Compliance and Documentation
  - 1. Communicate entry requirements (visas, immunizations) and assist with passport/visa services.
  - 2. Ensure adherence to all local, state, and federal laws and regulations.
  - 3. If the Contractor collects any traveler data, the Contractor shall disclose what data is collected, how it is stored, and how it is protected. Based on evaluation of proposals, the Hosted Technology Services Addendum may be required as part of any subsequent contract.
- F. Emergency and Risk Management
  - 1. Maintain a 24/7 Emergency Operations Plan for faculty, staff, and student travelers.
  - 2. Communicate travel alerts, restrictions, and contingency procedures for pandemics or emergencies.
- G. Financial and Administrative Requirements
  - 1. Provide accurate invoicing showing cost per traveler.
  - 2. Offer transparent refund and cancellation policies with maximum flexibility.
  - 3. Issue quotes for budget planning and guarantee pricing when possible.
- H. Additional Services
  - 1. Provide meeting space and technology support during travel.
  - 2. Offer travel insurance and refund processing for unused tickets.

## VIII. CONTRACT ADMINISTRATION:

- A. The Director of the Center for International Education, 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
Offeror’s capability – Experience based on provided resume(s) of personnel proposed	30
Client recommendations	10
Quality of proposal - offerings; portfolio (examples of prior work); addresses UMW requirements	30
Pricing: Financial Proposal	20
Small Business Subcontracting Plan	10
Total	100

SWaM participation will be considered but weighted modestly due to the nature of this contract. Details regarding award process and multiple awards are located in the Special Terms and Conditions – Award to Multiple Offerors.

**X. GENERAL TERMS AND CONDITIONS:**

The full set of General Terms and Conditions is a mandatory part of this solicitation and will be incorporated into the resulting contract. Please review the current version on the [UMW Terms & Conditions page](#).

**XI. SPECIAL 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. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. **PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for (120) days. At the end of the (120) days the proposal may be withdrawn at the written request of the Offeror . If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No

modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Bidder/Offeror's bid or proposal package. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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

- F. **AWARD TO MULTIPLE OFFERORS:** 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 which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The University reserves the right to make multiple awards as a result of this solicitation. The University may cancel this Request for Proposals or 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 (*Code of Virginia, § 2.2-4359D*). 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, 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.
- G. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- H. **AVAILABILITY OF FUNDS/FISCAL YEAR PROCESSING:** The University of Mary Washington's fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as

services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.
- J. **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.
- K. **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.
- L. **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.
- M. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- N. **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.
- O. **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.
- P. **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.
- Q. **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.
- R. **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

- S. **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 the [VASCUPP website](#).
- T. **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 and/or furnish the goods contemplated herein.
- U. **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.
- V. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for (9), one-year renewal 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.
- W. **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.
- X. **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.
- 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. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your bid/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 proposal submission or to the contract.

**AA. 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, 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

**BB. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or Offeror further certifies that the contractor and any subcontractors will maintain these insurance 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).

XII. **PRICING SCHEDULE:** The contractor shall provide pricing for all products and services included in proposal, including transaction, processing, and service charges. Contractor should specify travel management fees.

XIII. **ATTACHMENTS (POSTED SEPARATELY IN eVA):** The following attachments are part of this Request for Proposals and are posted as separate downloadable files in eVA. Offerors are responsible for reviewing all attachments and submitting all required attachments with their proposal.

- a. Proposal Submission Checklist (Required)
- b. Small Business Subcontracting Plan (Required)
- c. SWAM Spend Reporting (Informational Only)
- d. Approximate FY25 Annual Spend Sheet (Historical / Informational Only)
- e. Hosted Technology Services Addendum (Exhibit)

XIV. **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:
  - a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
  - b. 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 via [email](#), or view details on the [Bank of America Virtual Payables Website](#).
- 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. For more information about ACH enrollment, please visit the [Department of Accounts Electronic Data Interchange \(EDI\) webpage](#).

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

**Proposal Submission for University of Mary Washington**  
**Customizable International Travel Services *Request for***  
***Proposal #26-2075***

**Submitted by**

Lee Kramer

Senior Manager, Strategic Accounts

Southbridge Access

[lee@southbridgeaccess.com](mailto:lee@southbridgeaccess.com)

tel: +1-404-784-0593

The Offeror should provide the following information tabbed as follows:

**1. Please identify the amount of sales your company has had (if any) during the last twelve months with each public Higher Education Institution within the Commonwealth of Virginia.**

Southbridge Access (SBA) Response: Southbridge Access made \$443,000 in sales with schools within the Commonwealth of Virginia in 2025.

**2. Provide a comprehensive list of currently serviced destinations and examples of types of travel programming that the offering firm has provided to clients within the last three years.**

SBA Response: In 2026, SBA will manage approximately 150 programs to over 100 destinations around the world. Destinations include:

- North America: Canada, Mexico, United States
- Latin America & the Caribbean: Chile, Argentina, Brazil, Peru, Colombia, Costa Rica, Panama, Uruguay
- Europe: Belgium, Denmark, Poland, Sweden, Norway, Estonia, Finland, Iceland, Czechia, United Kingdom, Ireland, Switzerland, Germany, Portugal, Spain, Croatia, France, Greece, Luxembourg, Turkey
- Africa: Morocco, South Africa, Kenya, Ghana, Rwanda
- Asia & Oceania: Japan, South Korea, China, Thailand, Vietnam, Singapore, Australia, New Zealand, India, Malaysia, Indonesia, Bhutan
- Middle East: UAE, Egypt

Discipline and Program Types Supported include:

Business programs:

- MBA, Executive MBA, Undergraduate, and MS Programs and a variety of disciplines including but not limited to Supply Chain Management, Operations, Finance, Healthcare MBA, Sustainability, Data Science, Accounting, etc.
- Locations: over 100 destinations across the world. The top 10 most popular destinations in 2025 were: Japan, Chile, UK, Argentina, South Korea, Germany, Costa Rica, Spain, Brazil, and Portugal.
- Typical duration: 7-14 days (avg. of 8-9 days)

Other (non-business) discipline programs:

- Health related fields, humanities (history, language, art, etc.), engineering, law
- Destinations vary across the globe
- Typical duration: 10-21 days

#### Internships:

- Destinations: Chile, Germany, and others upon request
- Typical duration: 6-8 weeks

We can provide general and specific themes; some examples of specific programs include:

- Business Physician MBA Program to Australia & New Zealand
- Supply Chain Management Program in Costa Rica & Panama
- Engineering Program in Brazil
- EMBA Program in to Chile
- MBA Program to South Korea
- Undergraduate Business Program to the UAE

#### **a. Specify the international locations to which your firm has experience in providing travel management services.**

SBA Response: We began operating programs in Latin America in 2006 and expanded to Europe and Asia in the 2010's. Since travel rebounded post pandemic, we have expanded our operations to over 100 destinations across 6 continents. Our top 10 most popular destinations in 2025 were as follows: Japan, Chile, UK, Argentina, South Korea, Germany, Costa Rica, Spain, Brazil, and Portugal.

#### **b. Describe the experience that your firm has in providing travel management services for large groups in an academic and higher education setting. Please provide recent examples (references) to support this experience.**

SBA Response: Southbridge Access has been providing travel management services for over 25 years to universities and colleges in the United States and Canada. Our travel services include customized planning, logistics, ground support, international and regional air booking, business visits, consulting projects, service-learning opportunities, cultural experiences to ensure the academic and programmatic goals of the universities are being met. We work directly with the program administrators and faculty on building customized itineraries and support to align with the learning goals of the respective programs. We

support programs for both graduate and undergraduate students. We provide support for groups ranging in size from 8 to 50+ participants. Some examples of recent programs that we helped to manage include: an undergraduate business program to Vietnam, an engineering program to Brazil, and a public health program to Switzerland.

**c. Describe the ability of your firm to provide customized group tours and/or organize group events that meet educational goals for faculty and students while traveling abroad. Provide examples of previously arranged tours.**

SBA Response: Southbridge Access specializes in designing and delivering customized academic group programs that integrate faculty learning objectives with meaningful on-the-ground experiences abroad. We work closely with faculty to shape program themes, identify company visits, coordinate consulting projects, and incorporate cultural experiences that reinforce the academic goals of each course. Our company manages all logistics as well as provides 24/7 support and comprehensive risk management plans and protocols which ensure that the faculty can focus on teaching and accomplishing the learning outcomes. Our programs are built around educational outcomes rather than tourism. We regularly design customized itineraries that include company visits, industry panels, consulting projects and hands-on service-learning experiences with local companies and organizations in the respective program location. Each program is customized to the discipline, whether business, engineering, arts and sciences, public health, and education. Previous program examples that we helped to manage include providing service-learning opportunities in Vietnam, site visits within the engineering industry in Czechia, and consulting projects in Panama.

**d. Describe the ability of your firm to offer professional trip counseling for faculty directors for complex or unique itineraries.**

SBA Response: Southbridge Access provides professional trip counseling to faculty directors by combining academic program design expertise with deep operational knowledge of destinations around the world. Our team works closely with faculty to shape itineraries that are academically rigorous, logistically sound, and responsive to the unique goals of each course. This includes advising on destination selection, sequencing of multi-country routes, feasibility of company visits, cultural considerations, risk management, and the overall pacing of the program.

We regularly support faculty who are planning complex or first-time programs. Our counseling process includes reviewing academic objectives, proposing destination pairings, identifying industry-relevant visits, and advising on the most efficient travel flow. We also provide guidance on how to structure consulting projects, integrate cultural

activities, and ensure that the itinerary supports both learning outcomes and student engagement.

**e. Describe your firm's ability to provide tour guides and/or interpreters on an as-needed basis during international travel.**

SBA Response: Southbridge Access has a strong ability to provide tour guides and interpreters across all of our international destinations. We hire and train dedicated local hosts who stay with each program from the moment the group arrives until departure. These hosts are thoroughly briefed on the program's goals, academic objectives, daily schedule, and faculty expectations. Their primary role is to ensure that the program runs smoothly, manage all on-the-ground logistics, and address any issues that may arise so that faculty and students can remain focused on the learning experience.

When specialized guiding or language support is required—such as for museum visits, cultural tours, technical site visits, or meetings conducted in the local language—we arrange professional tour guides or interpreters who are vetted, experienced, and familiar with academic groups. This flexible model allows us to tailor support to the needs of each program while maintaining continuity and high-quality service through our trained local hosts.

Together, this combination of dedicated hosts and specialized guides/interpreters ensures that every program is supported by knowledgeable professionals who enhance both the academic and cultural components of the travel experience.

**f. Describe your firm's ability to arrange for admissions passes to various museums, performances, special exhibits, and other attractions as an enhancement to the international study program at the most favorable rate to the University. Provide suggested attractions as examples in conjunction with various serviced locations.**

SBA Response: Southbridge Access routinely arranges admissions passes to museums, cultural institutions, performances, special exhibits, and other attractions as part of our comprehensive support for international study programs. We work directly with trusted local partners, venue administrators, and group-booking offices to secure the most favorable rates available to universities. Our team manages all advance reservations, ticketing, timed entries, and group coordination to ensure a seamless experience that enhances the academic goals of each program. Because we operate in destinations across Latin America, Europe, Asia, Africa, and Oceania, we are able to recommend and arrange visits that align with the program's academic focus—whether business, engineering, law, public health, or interdisciplinary studies. Our local hosts, who accompany each group

from arrival to departure, coordinate on-site logistics and ensure smooth entry to all scheduled attractions.

Some examples of attractions that we have included in the program itineraries include: Mekong River Delta Tour, DMZ in South Korea, Aboriginal Bush Medicine and Food Tour in Australia, Aquila Game Safari in South Africa, Louvre Museum in Paris, tour of the Sheikh Zayed Grand Mosque in Abu Dhabi, Real Madrid Stadium tour, Capoeira Dance Class in Brazil, among others.

**g. Describe the ability of your firm in locating restaurants in the travel area that can accommodate large travel groups, including dietary restrictions (allergies, vegetarian/vegan, gluten-free, halal/kosher) and accessibility needs. Describe the ability of the University to have select group meals be pre-reserved and invoiced as part of the trip. Provide examples of previous arrangements.**

SBA Response: Southbridge Access has extensive experience identifying and securing restaurants that can accommodate large academic groups across all our serviced destinations. We work with restaurants that are accustomed to hosting university groups and that meet our standards for capacity, quality, safety, and logistical reliability. Our team evaluates each venue for its ability to handle group seating, timely service, and accessibility needs, ensuring that faculty and students have a smooth dining experience. We also take dietary requirements very seriously. Prior to each program, we collect dietary restrictions from participants—including allergies, vegetarian/vegan preferences, gluten-free needs, and halal or kosher requirements—and coordinate directly with restaurant managers and chefs to confirm that appropriate meal options are available. In addition to sourcing restaurants, we can pre-reserve select group meals, pay the restaurants directly, and include them as part of the program invoice. This allows the University to streamline budgeting and avoid on-site payment logistics. Our team manages all advance bookings, menu selections, headcounts, and dietary accommodations, and our local hosts oversee each meal on the ground to ensure everything runs smoothly. Some examples include coordinating meals at safari game lodges, dinner buffets as part of desert experiences, three course fixed price menus at restaurants which consider all dietary requirements/restrictions, and cooking classes in respective countries.

**h. Describe your firm's ability to provide or attend pre-trip seminars and organizational meetings on campus to the groups that will be traveling, if requested by the University. Specify all associated costs in the Pricing Schedule.**

SBA Response: Southbridge Access is fully able to provide or attend pre-trip seminars and organizational meetings on campus whenever requested by the University. We understand

that these sessions play an important role in preparing students and faculty for international travel, setting expectations, reviewing program objectives, and addressing logistical or safety questions in advance. Our team regularly participates in pre-departure orientations in several formats including in-person campus sessions and virtual sessions. Southbridge Access is happy to provide a virtual or in-person campus session at no cost to the client.

**i. Describe the firm's ability to provide meeting space, classroom facilities, and/or presentation/technology needs during international travel at the University's request. Describe your ability to provide facilities on another university or college campus and specify the locations.**

SBA Response: Southbridge Access has extensive experience securing meeting spaces, classroom facilities, and presentation/technology resources for faculty-led programs across all of our serviced destinations. We work with a wide network of hotels, conference centers, co-working spaces, and academic institutions to ensure that faculty have access to the type of environment best suited to their teaching and program needs. We can also arrange any AV needs as well as food orders for the respective meeting spaces. Our local hosts can also help to ensure that the meeting space is set-up properly, troubleshoot any issues, and liaise with venue staff. If needed, we can coordinate with local universities to book classroom spaces and meeting rooms. An example includes booking space at the University College London and Leeds University for a program in the United Kingdom.

**3. If all services described in section IV.A are not provided “in-house” by the offering firm, please provide the list of providers that partner with the firm to supply the services.**

SBA Response: SBA works directly with hotels, coach companies, guides, and other suppliers throughout Latin America and certain parts of Europe. We thoroughly vet suppliers' insurance, experience, and references when establishing new contracts. Members of our operations team also attend at least one travel industry supplier trade show every year to meet with current and new suppliers. We have long-standing relationships with many hotel brands, including Hilton, IHG, Marriott, Taj and Minor Hotels, which helps us to negotiate better rates and/or terms for our clients.

Our local, in-country hosts are trained directly by our SBA management team to learn our risk management protocols, to understand our unique university clientele and the expectations of each individual program.

In some markets around the world, including Asia, SBA partners with experienced local ground partners who we've collaborated with on custom university programs for over a

decade, who understand the unique goals and challenges of a faculty-led student delegation. In these cases, our ground partners assist with managing the coach contracts, identifying restaurants and cultural activities for the program, and/or may negotiate hotel contracts on behalf of SBA. The providers will vary based on the destination, program requirements, and itinerary complexity; we are happy to share more details once the program requirements are known.

**a. Describe the firm's ability to plan mini-trips or excursions for University groups traveling abroad. Describe the firm's ability to schedule either intra-national or international travel to accommodate the mini-trips or excursions. Provide examples of previous experience in providing this service.**

SBA Response: Southbridge Access has extensive experience planning mini-trips and excursions for university groups as part of larger international programs. We regularly design and coordinate short, academically aligned excursions—ranging from single-day cultural visits to multi-day regional extensions—that complement the faculty’s learning objectives and provide students with deeper exposure to the destination.

Our team manages the full planning process, including itinerary design, activity selection, reservations, and on-the-ground coordination through our trained local hosts. These hosts accompany the group throughout the excursion, ensuring smooth logistics, managing timing, and addressing any issues so that faculty and students can focus on the academic and cultural experience. Southbridge Access can arrange and book all transportation required for mini-trips, including: international flights, regional and domestic flights, high-speed and regional trains, ferries and inter-island transport, private coaches, vans, as well as public transportation passes. We coordinate all ticketing, schedules, baggage considerations, and group check-ins, ensuring that travel aligns seamlessly with the main program itinerary. Across all destinations, our goal is to design excursions that enhance the academic experience while ensuring safe, efficient, and well-coordinated travel. Our ability to manage both the planning and the transportation logistics allows universities to offer meaningful regional experiences without adding administrative burden to faculty or staff. Some examples include: a day trip to Luxembourg during a program in France (via train); a day trip to Colonia, Uruguay during a program in Argentina (via ferry); 3-day trip to Machu Picchu during a program in Peru (regional flight and train).

**b. Describe firm's ability to provide charter transportation and the types available by location.**

SBA Response: Southbridge Access has strong capabilities in arranging charter transportation for university groups across all our serviced destinations. We work with

vettted, reliable transportation partners to provide safe, comfortable, and efficient charter options tailored to group size, itinerary requirements, and local conditions. Our trained local hosts accompany the group throughout all charter movements to ensure smooth coordination, timely departures, and on-the-ground problem-solving.

**c. Describe all travel insurance available at no cost to the University.**

SBA Response: Southbridge Access has robust General Liability insurance, and we can name the university as an additional insured. Travel insurance is available upon request to our clients for an additional cost; often ranging from \$25-\$30 per person for a 10-day program.

**d. Describe any Common Carrier and Flight Insurance that would be made available to University travelers at no additional cost to the University.**

SBA Response: Common Carrier and Flight Insurance is available upon request to our clients for an additional cost. Pricing varies based on the specific program.

**e. The contractor shall provide any refunds due as a result of unused tickets and shall identify each refund by the original ticket and invoice number. Refunds shall be credited to the University in the form of the original payment. Describe the firm's refund policy as it pertains to tickets, rentals, and reservations described within this**

SBA Response: Southbridge Access is accustomed to being flexible based on each individual program and university's timelines. On a case-by-case basis, we can review and adjust timelines as needed upon mutual agreement by both parties. Below is our standard cancellation policies: Our ground services refund policy is as follows:

- 100% of total trip costs are refundable if cancellation is made 120+ days prior to trip
- 50% of total trip costs are refundable if cancellation is made 60-119 days prior to trip
- 20% of total trip costs are refundable if cancellation is made 31-59 days prior to trip
- Non-refundable 1-30 days prior to trip

Our flight cancellation policy is as follows:

- A \$200 per person deposit is required to hold the group international airfare.
- Between 120-61 days prior to departure, there is a \$200 per seat cancellation fee.
- Once tickets are issued (typically 45-60 days prior to departure), the entire amount of the airfare becomes non-refundable.

**f. Describe the timeframe for providing the delivery of tickets and/or itineraries to the requesting University faculty travel leader after reservations are confirmed. All tickets and itineraries, unless otherwise requested by the University, should be delivered electronically.**

SBA Response: The app is sent to the faculty months in advance of the program start date and the student participants receive it shortly after. Once the tickets are booked with the airline, the client will receive confirmations from Southbridge Access. In addition, any tickets for cultural experiences will be confirmed in the app and the local host will coordinate the ticket distribution on site.

**g. Describe the information provided on standard itineraries.**

SBA Response: We use a customized app for each program. The app includes detailed information about the itinerary including descriptions, addresses, departure and return times, dress code, meal details, hotel information, company and speaker information, city guides, restaurant and sightseeing recommendations, flight details, local host bio, restaurant menus, and emergency contact information.

**h. Describe the firm's ability to communicate entry requirements for a country (such as a visa, letter of invitation), and to communicate any issues that may prevent entry into a country (such as passport stamps to a specific country) and provide guidance on resolution.**

SBA Response: Southbridge Access communicates all entry requirements, guidelines, and special circumstances for entry for the respective country(ies) to the client through various channel including in our proposal, on our customized app, and via email communication. In addition, we also provide necessary information and documents for participants who may need a visa to enter the respective country. For any individual issues, our team is proactive in communicating any issues and suggestions on resolving these with both the participant and the university. For example, here is customized language for one of our programs to Croatia:

**i. Specify the firm's ability to provide Passport and Visa services. Include all associated costs.**

SBA Response: Our team is experienced in securing the necessary documentation from suppliers (such as hotel invitation letters) where needed for students requiring visas. As part of every program, Southbridge advises on entry requirements for U.S. citizens and can help

flag situations that may require more attention as relates to non-U.S citizens. We also partner with a visa processing company who can assist with visas and passport services, where required.

**j. Trip itineraries for the entire group shall be provided to the University faculty director in charge of the trip and the Center for International Education (CIE), unless otherwise specified.**

SBA Response: Yes, this is standard operating procedure for Southbridge Access.

**k. Describe how the firm ensures accuracy in booking, invoicing, and itineraries. Specify if original receipts shall be provided to the University.**

SBA Response: Southbridge Access keeps organized records of receipts, invoicing, and itineraries. Each of these are thoroughly reviewed, vetted, and approved by several team members before they are sent to the university client. Original receipts can be provided to the university upon request.

**l. Describe the ability of the firm to provide communications to the faculty director when the trip being planned will take the group to locations requiring immunizations. Specify if the firm will be able to provide the faculty director and the Center for International Education (CIE) with details about the immunizations needed and time frame for the traveling group to receive the immunizations.**

SBA Response: Southbridge Access will provide thorough information about any immunizations that are required or strongly recommended for travel to certain areas of the world. This information will be communicated to the university months in advance to allow all program participants enough time to meet with their physician or campus health to get any immunizations and/or medications to travel to the respective region.

**m. Describe the firm's ability to book group lodging for short-term and long term stays. Describe any unique lodging situations for which the firm would have booking access, such as apartments, dormitories or houses.**

SBA Response: Southbridge Access secures both short-term and long-term accommodations, including hotel stays and—when requested—university campus housing. Every booking is tailored to the institution's specific preferences, whether that involves star level, location, amenities, or budget considerations. To safeguard quality, our team conducts on-site inspections and thoroughly vets each property before confirming any reservation. This rigorous process ensures that every group enjoys comfortable, reliable, and high-standard accommodations throughout their program.

4. Describe business operations.

**a. Provide resumes for key personnel (particularly the single point of contact who will be working with UMW) who would be representing the firm and working with UMW staff to develop travel programming or fulfill travel programming needs.**

SBA Response: UMW's SBA team will include the following key stakeholders:

Lee Kramer, Senior Manager of Strategic Accounts- Lee has over 20 years of higher education administration experience. Most recently, he served as the Director of Student Life at the Wharton School at the University of Pennsylvania and managed all global opportunities including faculty-led programs for the students. Lee resides in Philadelphia, Pennsylvania.

Lauren Reppa Iacoangelo: Lauren has over 17 years of experience working in Higher Education, with over 14 years focused on immersive educational travel for business schools. Lauren leads the Business Development team at SBA and regularly attends industry conferences such as EMBAC, GBC Roundtable, NAFSA, GMAC Leadership, among others. Her experiences living, studying, or traveling across 52 countries have fostered a global perspective. Originally from Pennsylvania, she is now based in San Diego, CA.

Alex Leik, Sr. Director of Client Experience: Alex brings over 26 years' experience planning and operating educational programs across a wide range of global markets. For the past 19 years his focus has been to deliver high quality graduate level programming for many of the world's top ranked business schools and universities. Alex currently resides in Baltimore, Maryland.

Katie Nyberg, Sr. Director of Program Management: A California native, Katie has lived abroad and worked internationally for over 13 years. During this time, over 8 have been dedicated to working with higher-ed partners to deliver high-impact global immersions for business schools. Her extensive international travel and work experience has allowed her to deepen her knowledge of international business trends relevant to business students. Katie spearheads an international team spread across 8 countries, is fluent in English, Spanish, and Portuguese, and is currently based in Lisbon, Portugal.

Alex Pastenes, Sr. Director of Operations - Originally from Chile and now based in Spain, Alex leads the SBA Operations team. He's been with SBA for over 15 years and has stellar attention to detail as he manages the team overseeing operations for our undergraduate and graduate programs.

**b. Specify how invoicing will demonstrate exactly how the cost per traveler was determined. Provide an invoice example.**

SBA Response: Southbridge Access can provide line-item costs as well as bundled costs. In addition, our invoices show the cost per participant, the number of participants and the total in addition to any add-on or individual charges such as pre/post night, optional activities, etc.

Please see the sample invoice in the addendum section.

**c. Describe how payment is accepted.**

SBA Response: Payment to Southbridge Access can be via direct deposit or wire transfer.

**d. Describe billing and payment terms. Specify if deposits are required and when full payment is due.**

SBA Response: Our billing and payment terms are as follows:

<b>Payment Type</b>	<b>Due Date</b>	<b>Amount</b>
Deposit Ground Services	Upon proposal approval	\$ 200.00 per participant*
Deposit for Airfare (if applicable)	Upon proposal approval	\$ 200.00 per participant*
50% of remaining program balance	120 days prior to departure	50% of program package costs
Final pre-program payment	60 days prior to departure	Remaining balance of program package costs
Post trip balance (if applicable)	30 days following receipt of final invoice	Costs of added services

**e. Specify the firm's cancellation policies and penalties. In the case of program cancellation or individual participant withdrawal, describe how refunds would be processed. Maximum flexibility is preferred.**

SBA Response: Southbridge Access's standard cancellation policies and penalties are as follows:

- 100% of total trip costs refundable if cancellation made 120+ days prior to trip

- 50% of total trip costs refundable if cancellation made 60-119 prior to trip
- 20% of total trip costs refundable if cancellation made 31-59 days prior to trip
- Non-refundable 1-30 days prior to trip

Southbridge Access is accustomed to being flexible based on each individual program and university's timelines. On a case by case basis, we can review and adjust timelines as needed upon mutual agreement by both parties.

**f. Describe the process for providing a quote of travel costs, as requested by the University for Budget planning. Describe how the firm would be able to guarantee quoted price (for up to a year in advance). Specify any and all issues that would impact the quoted price.**

SBA Response: Southbridge Access can provide a ballpark quote ahead of a formal program proposal. For the price listed in the program proposal, we quote and guarantee all programs in USD. Southbridge Access will accept currency risk on behalf of our university partner. We also agree that no taxes or fees will be assessed to the university for any international conversion or transfer of funds.

**g. Describe how the firm would ensure that post trip reconciliation charges or surcharges, previously unapproved by the University are not levied.**

SBA Response: Southbridge Access will ensure that the university will not be charged any taxes or fees assessed as a result of any international conversion or transfer of funds.

**h. Describe the ability of the firm to provide quotes for international travel based on current exchange rates and provide the University with the ability to hedge currency when possible and if in the best interest of the University. Explain the process for issuing credits and charges if exchange rates change after the original quote.**

SBA Response: Southbridge Access can identify how and when U.S. currency shall be converted. We will not charge any taxes or fees due to any international conversion or transfer of funds. If any credits are due back to the university because of any currency fluctuation, we will list these in the post-trip invoice.

**i. Describe how the firm obtains the most favorable rates in regard to international travel for large groups.**

SBA Response: Southbridge Access secures the most competitive international travel rates for university groups by leveraging long-standing global partnerships, high-volume purchasing power, and a strategic approach to group travel planning. Our team works directly with international airlines, regional carriers, hotels, coach services, etc. to negotiate discounted fares that are specifically designed for academic and institutional groups. A key advantage we offer is tiered pricing based on group size. Southbridge Access provides progressive price breaks depending on the number of participants—meaning the larger the group, the lower the per-person cost becomes. This structure allows universities to maximize value while maintaining flexibility as enrollment numbers shift.

**j. Describe the firm's ability to advise the University departments of savings opportunities as it pertains to various items of travel as part of an international study program.**

SBA Response: Southbridge Access provides comprehensive, proactive guidance to University departments on how to maximize savings across every component of an international study program. Our team analyzes program goals, travel patterns, seasonal pricing, and destination-specific cost variables to identify opportunities for meaningful cost reduction without compromising academic quality or student experience. A core part of our approach is collaborative planning with faculty and program directors. Southbridge Access is always willing to meet—virtually or in person—with faculty to brainstorm program concepts, compare destination options, and explore cost-saving alternatives early in the design process. These conversations often reveal opportunities to streamline travel, align academic goals with more cost-effective locations, and take advantage of group-size-based pricing efficiencies.

**k. The University shall not be required to sign additional travel agreements or pro forma for individual trips planned by firms awarded a contract as a result of this solicitation. The University will issue a purchase order in accordance with the contract and in accordance with the pro forma, which shall serve as the University's agreement to proceed. Describe the firm's ability to comply with this requirement.**

SBA Response: Southbridge Access fully complies with the University's requirement that no additional travel agreements or trip-specific pro forma documents be signed for

individual programs. Once a master contract is in place, we are able to operate entirely within that framework.

**I. Describe any data collected from travelers as part of your services, including what data is collected, how it is stored, and how it is protected. Based on evaluation of proposals, the Hosted Technology Services Addendum may be required as part of any subsequent contract.**

SBA Response: Southbridge Access will need to collect the following information from the participants: names, email addresses, phone numbers, passport information, dietary information/restrictions, health information (on a voluntary basis). Southbridge Access has comprehensive cyber and privacy liability protection insurance to ensure that all participant data is kept safe and secure.

**5. Provide an Emergency Operations Plan to support UMW faculty, staff and student travelers, inclusive of emergency contact information (24/7).**

SBA Response: At Southbridge Access, we understand that today's environment requires heightened diligence when it comes to risk management. Our dedicated Risk Management Team is here to support you at every stage of your program's travel—before departure, throughout the journey, and when necessary, after the program concludes. Emergency plans and information is included in our itinerary app that all participants will have access to throughout each program. You can have full confidence in our ability to assist your university in navigating sensitive situations. This capability is grounded in the following key strengths:

- Comprehensive liability Insurance including Errors & Omissions / Cyber Liability\*
- Leadership team with combined 90+ years' experience in risk mitigation
- 24/7, 365-day a year emergency phone line staffed by SBA leadership team
- Annual companywide risk management training
- Regular internal risk management committee meetings held to:
  - Discuss and review risk mitigation strategies for upcoming programs
  - Address global issues/ events that may have an impact on current or future programs

SBA's on-the-ground presence in each of our markets enables us to provide expert, personalized services for our clients and allows our team to commit additional resources in

case of an emergency. Our experienced team members have successfully advised and/or navigated groups through major world events including:

- 2001 (9/11, Washington, D.C and New York City)
- 2002 Washington, D.C. sniper attacks
- 2005 London bombings
- 2009 Mumbai attacks
- 2010 Chile earthquake
- 2010 Iceland volcano eruption and subsequent disruption to European air space
- 2011 Fukushima, Japan earthquake and tsunami
- 2013-2014 Thailand political protests/demonstrations
- 2020 Covid-19, resumption of travel in 2021 and beyond
- 2023 Israel/Palestine conflict

Furthermore, our ever-expanding network of destinations and partners provides SBA the ability to pivot programs and offer alternate destinations should events like the above dictate.

**a. Describe the firm's ability to communicate travel alerts or warnings issued by the U.S. Government and/or destination area including travel restrictions to sanctioned countries.**

SBA Response: Our Risk Management keep up to date on any global issues that could affect any of our programs. We are able to send any communications to the university and program participants either via email, our itinerary app, or through other app like WhatsApp.

**b. Provide details on the process that a University faculty leader would follow if problems occurred during an international trip arranged by the firm. Describe the firm's ability to provide back-up arrangements with short-term notice.**

SBA Response: If any issue arises during an international program, faculty leaders are instructed to contact their Southbridge Access (SBA) local host or the 24/7 emergency support line immediately. SBA staff will assess the situation, communicate next steps, and coordinate all necessary actions. The program's mobile app serves as a central communication hub, allowing faculty leaders to receive real-time updates, access emergency information, and share details with SBA staff quickly and securely.

In the event of a serious medical situation that may require hospitalization (including serious illness, injuries, and/or vehicular accidents), SBA will work with university contacts as follows:

1. Utilize the local hospital information provided in advance and housed in the mobile app.
2. Identify the most appropriate medical facility for hospitalization.
3. Source local transportation—public, private, or emergency services depending on severity.
4. Ensure Southbridge Access staff (local host) accompanies the student and provides translation support if needed.
5. Maintain continuous communication with university leaders in-country and university representatives back home.
6. Access the student's emergency contact and share with the university as needed.
7. If necessary, initiate arrangements to transport family members to the student.
8. File the insurance claim and complete an incident report.

For non-medical issues—such as missed transportation, hotel problems, schedule disruptions, lost documents, or safety concerns—faculty leaders follow a clear, streamlined process:

- Contact the SBA local host or 24/7 emergency line immediately.
- Document the issue (time, location, individuals involved).
- Follow SBA guidance on immediate next steps while SBA staff begin coordinating solutions.
- Use the program mobile app to receive updates, confirm participant locations, and communicate with the group.
- Rely on SBA's local host to manage on-the-ground logistics, translation, and vendor coordination.

This process ensures faculty leaders never need to troubleshoot alone; SBA manages the operational response while faculty focus on student well-being.

Southbridge Access maintains a robust global network of vetted partners, allowing the firm to implement rapid back-up arrangements with minimal disruption. Depending on the situation, SBA can quickly:

- Secure replacement transportation (buses, vans, drivers) if a vehicle becomes unavailable.
- Arrange alternate hotel accommodations if a property becomes compromised or overbooked.
- Provide substitute company visits, speakers, or cultural activities if a scheduled partner cancels.
- Adjust itineraries due to weather, strikes, closures, or local conditions.
- Organize last-minute meal arrangements for groups when needed.
- Coordinate urgent flight changes through SBA's in-house air team.

**c. Include contingency procedures for pandemics, epidemics, public health emergencies, border closures, and other force-majeure events, including quarantine/isolation logistics, rebooking, cancellations, refunds/credits, and emergency communication protocols.**

SBA Response: Southbridge Access (SBA) maintains a comprehensive set of contingency procedures designed to protect participants and ensure program continuity during pandemics, epidemics, public health emergencies, border closures, and other force majeure events. These protocols draw on SBA's global partner network, 24/7 emergency support infrastructure, and extensive experience managing international programs during rapidly evolving conditions.

SBA continuously monitors global health advisories, government travel guidance, and local conditions through official sources and on-the-ground partners.

If emerging risks are identified, SBA consults with university leadership to determine whether itinerary adjustments, postponements, or cancellations are warranted.

If border closures or entry restrictions affect the planned itinerary, SBA activates alternative routing options, including:

- Rebooking flights
- Redirecting the program to an alternate country or region

- Adjusting the itinerary to remain within a safe, accessible area

SBA works directly with airlines, hotels, and vendors to secure flexible rebooking options and minimize financial impact. If a participant tests positive for a communicable illness or is required to quarantine by local authorities, SBA coordinates:

- Appropriate isolation accommodations that meet local health standards
- Daily check-ins and welfare monitoring
- Meal delivery and essential supplies
- Transportation to medical facilities if symptoms escalate
- Coordination with university contacts and emergency contacts
- Support for reintegration into the program or safe return home once cleared

If multiple participants require isolation, SBA scales these procedures accordingly and deploys additional local support as needed.

During public health disruptions, SBA can rapidly modify program operations, including:

- Shifting to outdoor or lower-risk activities
- Replacing company visits or speakers with virtual sessions
- Adjusting group sizes or transportation arrangements
- Relocating the group to a safer region if conditions deteriorate

SBA maintains flexible financial policies during force majeure events. Depending on timing and vendor policies, SBA will:

- Secure refunds or credits from hotels, transportation providers, and activity partners
- Apply credits to rescheduled or future programs
- Provide transparent accounting of recoverable and non-recoverable costs
- Work collaboratively with the university to minimize financial loss

Clear, timely communication is central to SBA's emergency response. Protocols include:

- Immediate notification to faculty leaders and university administrators
- Real-time updates through the program mobile app, WhatsApp, phone, and email

- Centralized documentation of decisions, actions, and status updates
- Coordination with local authorities, medical providers, and embassy resources when required
- A 24/7 emergency support line staffed by SBA leadership—not an outsourced call center

Decisions are guided by participant safety, local regulations, and the university's risk-management policies.

**6. Describe how the firm ensures that all local state and federal laws and regulations are followed.**

SBA Response: Southbridge Access (SBA) ensures full compliance with all applicable laws and regulations through a structured, multi-layered approach. SBA works exclusively with vetted, licensed vendors and requires all partners—hotels, transportation providers, guides, and activity operators—to meet local regulatory, insurance, and safety standards. All vendor contracts include explicit compliance clauses.

SBA conducts pre-program reviews to confirm adherence to U.S. federal and state requirements, including duty-of-care expectations, insurance standards, and data-privacy practices aligned with university policies. Abroad, SBA monitors local laws, travel regulations, and government advisories through official sources and on-the-ground partners, adjusting itineraries immediately if conditions change.

During programs, trained local hosts oversee day-to-day compliance, while faculty leaders receive clear guidance on safety expectations and reporting procedures.

**7. Provide at least one sample travel program with itinerary, for purposes of cultural immersion for 10 students and one faculty member, in a specific designation that the firm services, for a program minimum 21 days in length, or if only air transportation is available through the firm, please provide sample group itineraries with pricing.**

SBA Response: Please see the itinerary in the addendum section

**8. Provide information regarding services not described in the scope of work that the offering firm is currently able to provide to the University, along with associated pricing.**

SBA Response: Southbridge Access believes that responsible businesses — and future business leaders — can actively support the greater good. We partner with leading NGOs and social entrepreneurs to provide in-depth, hands-on experiences for socially conscious programs. We curate service-learning components based on each specific program. Experiences can be as short as one half day (approx. 3-4 hours) - such as volunteering at a local school or community organization on a specific project - to an entire service-learning focused program, spanning one week or more. We prioritize clearly defining the goals of the project and identifying desired outcomes to ensure the service learning is beneficial and rewarding for both the local community as well as your participants, rather than simply a “voluntourism” activity.

Southbridge Access can also provide top notch company visits and consulting projects for programs. Consulting projects can range from semester long (4+ months) with months of virtual work with the project company before or after the travel component of the program with much contact between the students and project company, to shorter “flash consulting” that is done within a compressed period of time, and often much less extensive than a full consulting project and with fewer “touchpoints” with the project company. Our team handles the critical pre-departure virtual coordination as well as on-the-ground support, ensuring that project scopes are rigorous, deliverables are impactful, and students gain direct access to senior leadership

## **ADDENDUM:**

- **Firm History & Expertise**
- **Sample Itinerary**
- **Sample Invoice**
- **Certificate of Insurance**
- **Attachment B, Small Business Subcontracting Plan**

## **FIRM HISTORY & EXPERTISE**

Founded in 2006, Southbridge Access is well connected to multinationals, NGOs, governments, regional universities and local entrepreneurs in 5 regions across the globe. All of our programs are customizable, and we tailor each client itinerary to their learning objective and academic goals. We can provide company visits, consulting projects, cultural experiences, accommodations, meals, private and public transportation, guides and local hosts. Our customized itineraries will offer your students unique access to key trends, groundbreaking companies, and executives who are shaping global business.

Southbridge Access is part of The Southbridge Group, founded in 1995 by U.S. expatriates. For more than 25 years, we've worked with business groups and multinational companies to establish and expand operations in key business markets.

Satisfied clients of The Southbridge Group include not only leading business schools from across the globe but also the US Commercial Service, New Zealand Trade and Enterprise, the Virginia Economic Development Partnership, The Maryland Department of Commerce, The British Chamber of Commerce, and The Alberta Investment Management Group among many others.

**South Korea & Japan Program  
Sample Itinerary**

Saturday, January 2	Sunday, January 3	Monday, January 4	Tuesday, January 5	Wednesday, January 6	Thursday, January 7	Friday, January 8	Saturday, January 9	Sunday, January 10	Monday, January 11	Tuesday, January 12	Wednesday, January 13	Thursday, January 14	Friday, January 15
USA / SEOUL	SEOUL	SEOUL	SEOUL	SEOUL	SEOUL	SEOUL	SEOUL	SEOUL / TOKYO	TOKYO	TOKYO	TOKYO	TOKYO / OSAKA	TOKYO / KYOTO
Dress: Casual	Dress: Casual	Dress: Business Casual	Dress: Business Casual	Dress: Casual	Dress: Casual	Dress: Casual	Dress: Casual	Dress: Casual	Dress: Business Casual	Dress: Business Casual	Dress: Casual	Dress: Casual	Dress: Casual
	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel
Arrivals to South Korea	<b>Seoul Sightseeing City Tour</b> Explore the modern capital of South Korea on this exciting tour! Begin to learn about this country's rich culture by visiting the historic Zen Buddhism Jogyesa Temple, enjoying panoramic city views from the Namsan Tower, exploring the traditional neighborhood of Insadong, and more.	<b>Class Time (9am-12pm)</b>	<b>Class Time (9-11am)</b>	<b>Class Time (9am-12pm)</b>	<b>Day Trip to DMZ</b> A trip to the DMZ offers a powerful look at the Korean Peninsula's history and ongoing division, taking visitors to key sites like the Third Infiltration Tunnel, Dora Observatory, and the Joint Security Area where North and South Korea meet face-to-face. It's an eye-opening experience that blends geopolitics, history, and the stark reality of one of the world's most heavily fortified borders.	<b>Day Trip to Busan</b> Busan offers a vibrant mix of coastal scenery and cultural landmarks, from exploring the colorful alleyways of Gamcheon Culture Village to taking in sweeping ocean views at Haedong Yonggungsa Temple. Visitors can stroll Haeundae Beach, sample fresh seafood at Jagalchi Market, and enjoy the lively atmosphere of the city's seaside neighborhoods.	<b>Free Day</b>	<i>Private Group Transfer from Airport to Hotel</i>	<b>Class Time (9am-12pm)</b>	<b>Class Time (9-11am)</b>	<b>Class Time (9am-12pm)</b>	<b>Day Trip to Osaka</b> Discover Osaka's blend of history and modern charm, starting with the iconic Osaka Castle, surrounded by impressive moats and stone walls. Explore the vibrant Dotonbori district, famous for its neon lights and food culture. Continue to Shinsekai, where Tsutenkaku Tower evokes a nostalgic atmosphere. Conclude your journey with a visit to Sumiyoshi Taisha, one of Japan's oldest shrines, showcasing traditional Sumiyoshi-zukuri architecture. This tour offers a captivating mix of Osaka's historical landmarks and lively districts.	<b>Train to Kyoto</b>  <b>Kyoto Trip</b> Explore Japan's cultural heart, where serene temples, traditional wooden streets, and centuries-old tea houses create an atmosphere of timeless beauty. From the golden glow of Kinkaku-ji to the bamboo paths of Arashiyama and the vibrant torii gates of Fushimi Inari, the city offers an unforgettable blend of history, nature, and living tradition.
								<i>Flight from Seoul to Tokyo (2 hours)</i>					
								<i>Private Group Transfer from Airport to Hotel</i>					
								<i>Hotel Check-In</i>					
Free Time for Lunch	Free Time for Lunch	Free Time for Lunch	Free Time for Lunch	Free Time for Lunch	Group Lunch Included	Free Time for Lunch	Free Time for Lunch	Free Time for Lunch	Free Time for Lunch	Group Lunch Included	Free Time for Lunch	Free Time for Lunch	Free Time for Lunch
<i>Private Group Transfer from Airport to Hotel</i>	<b>Language Immersion Experience</b>	<b>Korean Cooking Class</b> Experience the vibrant flavors of Korean cuisine in this hands-on class where you'll master the art of crafting Kimbap rolls and cooking savory Bulggi. Learn traditional techniques, savor delicious dishes, and gain insights into Korean culinary culture.	<b>Target Industry: Electronic Industry in South Korea</b> South Korea's electronics industry is a cornerstone of its economy, driving innovation and global competitiveness. Strategic government policies, cutting-edge research, and a skilled workforce sustain its dominance. This ecosystem accelerates global digital transformation, ensuring South Korea's relevance in technology innovation. Options may include Samsung Electronics, LG Electronics, SK Hynix, among others	<b>Gyeongbokgung Palace &amp; Bukchon Hanok Village</b> Explore South Korea's most iconic palace then walk through the traditional Hanok alleyways	<b>Day Trip to DMZ continued</b>	<b>Day Trip to Busan continued</b>	<b>Free Day</b>	<b>Tokyo Sightseeing City Tour</b> Get your bearings in the largest city in the world. Asakusa is Tokyo's old town where you can soak in the atmosphere of the Tokyo of old. Visit Sensoji, Tokyo's oldest temple and wander down Nakamise, a shopping street that has been providing temple visitors with a variety of traditional, local snacks and tourist souvenirs for centuries. Next is Tokyo Skytree which is a television broadcasting tower and landmark of Tokyo. It is the centerpiece of the Tokyo Skytree Town in the Sumida City Ward, not far away from Asakusa. With a height of 634 meters (634 can be read as "Musashi", a historic name of the Tokyo Region), it is the tallest structure in Japan and was the second tallest in the world at the time of its completion.	<b>Learning Immersion Experience</b>  <b>Target Industry: Automotive Industry in Japan</b> Japan's automotive industry is a global leader in innovation, quality, and sustainability, driving significant contributions to the nation's economy. With advanced manufacturing techniques, it produces fuel-efficient vehicles and promotes electric and hybrid alternatives, addressing environmental concerns. The industry supports extensive supply chains, boosts employment, and contributes to technological advancements in robotics and automation. Its reputation for reliability and innovation underpins Japan's position as a key player in global transportation, shaping the future of mobility and sustainable infrastructure. Options may include Daihatsu Motor Co., Ltd, NTN Corporation and Yanmar Holdings, among others.	<b>Free Time</b>	<b>Day trip to Osaka continued</b>	<b>Kyoto Trip continued</b>	
<i>Hotel Check-In</i>													
<b>Optional Orientation Session</b> Welcome orientation by Southbridge Access including a review of the itinerary, safety discussion and a Q&A. <i>Hotel Meeting Room Space Not Included</i>													
<i>Private Group Transfer to Welcome Dinner</i>													
<b>Welcome Dinner</b>	Free Time for Dinner	Group Dinner Included at Cooking Class	Free Time for Dinner	Free Time for Dinner	Free Time for Dinner	Free Time for Dinner	Free Time for Dinner	Free Time for Dinner	Free Time for Dinner	Free Time for Dinner	Free Time for Dinner	Group Dinner Included	Free Time for Dinner
Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC

\*Tentative Itinerary subject to change

**South Korea & Japan  
Sample Itinerary**

Saturday, January 16	Sunday, January 17	Monday, January 18	Tuesday, January 19	Wednesday, January 20	Thursday, January 21	Friday, January 22
KYOTO	KYOTO / TOKYO	TOKYO	TOKYO	TOKYO	TOKYO / HAKONE / TOKYO	TOKYO / USA
Dress: Casual	Dress: Casual	Dress: Casual	Dress: Business Casual	Dress: Casual	Dress: Casual	Dress: Casual
Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel	Breakfast at the Hotel
Kyoto trip continued	Kyoto trip continued	Class Time (9-11am)	Class Time (9-11am)	Class Time (9-11am)	<p><b>Day trip to Hakone</b> A day trip to Hakone and the Mt. Fuji region blends stunning natural scenery with classic Japanese experiences, from soaking in hot springs and cruising across Lake Ashi to catching postcard-worthy views of Fujl's iconic peak.</p> <p>With its mix of volcanic landscapes, serene forests, and panoramic ropeway rides, the area offers a refreshing escape from the city and a memorable look at Japan's most famous mountain.</p>	<p>Hotel Check-Out</p> <p>Free Time for Last Minute Sightseeing and Shopping</p>
Free Time for Lunch	Free Time for Lunch	Free Time for Lunch	Group Lunch Included	Free Time for Lunch	Free Time for Lunch	Free Time for Lunch
Kyoto trip continued	<p>Kyoto trip continued</p> <p>Train to Tokyo</p>	Japanese Tea Ceremony	<p><b>Target Industry: Finance in Japan</b> Japan's finance industry is a cornerstone of its economy, supporting domestic and global markets through advanced banking, investment, and financial services. This sector plays a crucial role in funding innovation, enabling infrastructure development, and promoting global trade. With a strong emphasis on digital transformation, Japan's financial institutions are driving financial inclusion and improving efficiency. Options include: Mitsubishi UFJ Financial Group, Sumitomo Mitsui Financial Group, and Mizuho Financial Group, among others.</p>	Free Time	<p>Day Trip to Hakone continued</p> <p><b>Sushi Making Experience</b> Offering a hands-on experience in mastering the art of sushi preparation, led by skilled sushi chefs. Participants learn the techniques of selecting, slicing, and rolling fresh ingredients to create delicious and authentic sushi. It's a delightful opportunity to delve into Japanese culinary traditions and discover the secrets behind this iconic dish.</p>	<p>Private Group Transfer to Airport</p> <p>Independent flights from Tokyo</p>
Free Time for Dinner	Free Time for Dinner	Free Time for Dinner	Free Time for Dinner	Free Time for Dinner	Farewell Dinner Included in Cooking Class	End of Program
Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	Hotel TBC	

\*Tentative Itinerary subject to change

# INVOICE



Invoice Date  
Oct 27, 2025

Southbridge Access  
2093 Philadelphia Pike #4220

Invoice Number  
INV-5216

Claymont, DE 19703

Description	Quantity	Unit Price	Amount USD
International Air - SA to Lisbon & Madrid to SA	11.00	1,531.00	16,841.00
Air Lisbon to Madrid	14.00	233.00	3,262.00
Hotel Lisbon (4 nights) w/breakfast occupancy to include 1 adult per room	14.00	835.00	11,690.00
Hotel Madrid (4 nights) w/breakfast occupancy to include 1 adult per room	14.00	1,195.00	16,730.00
Ground Transportation from/to Airport	11.00	140.00	1,540.00
Ground Transportation from/to Business Visits/ Corporate Sites/ Seminars	14.00	300.00	4,200.00
Ground Transportation from/to Cultural Excursions	14.00	279.00	3,906.00
1 Meal (either lunch or dinner per day for 8 days)	14.00	640.00	8,960.00
Management Fee	14.00	390.00	5,460.00
Business Visits /Corporate sites/seminars (8-10 visits)	14.00	375.00	5,250.00
Additional Service Cost	14.00	74.00	1,036.00
Cultural Visits (4 visits)	14.00	327.00	4,578.00
International Air - Madrid to SA (Included in roundtrip airfare)	14.00	0.00	0.00
		Subtotal	83,453.00
		TOTAL TAX	0.00
		TOTAL USD	83,453.00

Due Date: Nov 26, 2025

Payment Accepted Via Wire Transfer or Direct Deposit

Bank: Bank of America

Account Name: Southbridge Access

Account: 444027244586

Routing Number (wire transfers): 026009593

Routing Number (ACH, direct deposits): 064000020

SWIFT: BOFAUS3NXXX

PLEASE SEND A COPY OF DEPOSIT CONFIRMATION TO



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 15 S Main St Ste 200 Greenville SC 29601  License#: 0D69293 SOUTACC-07	<b>CONTACT NAME:</b> Elizabeth Cavalluzzi <b>PHONE (A/C, No, Ext):</b> 864-239-0544 <b>E-MAIL ADDRESS:</b> Elizabeth_Cavalluzzi@ajg.com	<b>FAX (A/C, No):</b> 864-239-2435	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Southbridge Access, LLC 2093 Philadelphia Pike, #4220 Claymont DE 19703	<b>INSURER A:</b> Zurich American Insurance Company		16535
	<b>INSURER B:</b> Crum & Forster Specialty Insurance Co		44520
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 918955504	<b>REVISION NUMBER:</b>	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		ZE566173500	11/3/2025	11/3/2026	EACH OCCURRENCE DAMAGE TO RENTED	\$ 7,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> OTHER:						PREMISES (Ea. occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 100,000
							PERSONAL & ADV INJURY	\$ 7,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 7,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> OTHER:						PRODUCTS - COMP/OP AGG	\$ 7,000,000
							COMBINED SINGLE LIMIT	\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY EXCESS AUTO UMBRELLA LIAB EXCESS LIAB			ZE566173500	11/3/2025	11/3/2026	(Ea. accident)	\$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY OCCUR CLAIMS-MADE						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Auto Med Pay	\$ 50,000
							EACH OCCURRENCE	\$
							AGGREGATE	\$
	DED RETENTION \$							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	ZE566173500	11/3/2025	11/3/2026	PER STATUTE	OTH-ER
		N/A					E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Cyber Liability/Tech E&O			EOL315010	11/1/2025	11/1/2026	Aggregate Limit	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability, Tech Errors & Omissions (Professional Liability), Multimedia Liability Coverages:

A. Professional Liability

B. Cyber Liability

- Network Security & Privacy Liability
- Regulatory Liability & Defense
- PCI Fines & Assessments

C. Multimedia Liability

D. Breach Costs

See Attached...

CERTIFICATE HOLDER

CANCELLATION

26 Jan 10 10

For Insurance Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Southbridge Access, LLC 2093 Philadelphia Pike, #4220 Claymont DE 19703	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

- E. eCrime Loss
    - Social Engineering
    - Fraudulent Funds Transfer
    - Telephone System Fraud
    - Invoice Manipulation
  - F. Cyber Extortion Loss
  - G. First Party Loss
    - Data Asset Loss
    - Loss of Income and Extra Expense
    - Reputational Loss
    - Cyrtrojacking
- Continuity Date: 11/1/2023  
 Retroactive Date: Split limits 11/1/2023 retroactive for first \$1,000,000; 2/14/2025 retroactive for \$1,000,000 in excess of \$1,000,000 Retention is \$5,000

**ATTACHMENT B - 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)*

**Bidder Name:** Southbridge Access, LLC

**Preparer Name:** Lee Kramer **Date:** February 5, 2026

**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: \_\_\_\_\_

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**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.

**Southbridge Access Response: Due to the nature of the bid and the services provided under the agreement, all suppliers will be located outside of the US for any global programs and therefore there are no opportunities to subcontract to designated small or historically underutilized US businesses**

**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 (\$)

<b>Total Planned Subcontracting Spend (\$)</b>					