

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: July 10, 2026

RFP NUMBER & TITLE: RFP 26-2115 English as a Second Language Bridge Program
July 31, 2026 at 2:00PM 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 DELIVERY ADDRESS: Proposals shall be submitted electronically via the Commonwealth of Virginia's eVA system in accordance with the instructions provided in this solicitation.
Reference RFP 26-2115

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

COMMODITY CODE(S): 92475, 92418, 92400

CONTRACT OFFICER: Laurie Hankins **EMAIL:** lhankins@umw.edu

PERIOD OF CONTRACT: Date of Award through One Year with five (5) one-year renewal options).

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: _____

Address of Offering Firm: _____

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

eVA ID: _____ Tax ID: _____

Email: _____ Telephone: _____

Website: _____ Fax: _____

Submitted By (Print Name & Title): _____

Signature (In Ink): _____ Date: _____

- I. QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after **2:00 PM Wednesday, July 15, 2026** 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. Physical submissions will not be accepted. **It is the responsibility of the Offeror to ensure that their 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 the eVA website for all changes to the RFP prior to submission.
- IV. PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts> will be used to house relevant procurement documents, including winning Offeror’s proposal.

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EXHIBIT 1: SAMPLE LETTER OF CONDITIONAL ADMISSION

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

I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations with one or more qualified contractor(s) to provide an English as a Second Language (ESL) Bridge Program as outlined herein to the University of Mary Washington ('UMW' or 'the University'), an agency of the Commonwealth of Virginia. This program is intended to help international students successfully transition between full-time English language study and an academic degree program at UMW, either at the undergraduate or graduate degree level.

II. ORGANIZATION OVERVIEW:

The [University of Mary Washington \(UMW\)](https://www.umw.edu), founded in 1908 and located in Fredericksburg, Virginia, is ranked as a top 10 public liberal arts college nationally in U.S. News and focuses on what matters. Students develop interests into thriving careers through research projects, internships, study abroad programs, community service, and employment opportunities — experiences that turn inspiration into professional success. Mary Wash offers more than 100 majors, minors, and programs; 150+ student organizations and clubs; and NCAA Division III Athletics. Perfectly positioned between Washington, D.C., and Richmond, VA, UMW provides a top-notch curriculum, a close-knit campus community, and a prime location. Learn more at [umw.edu](https://www.umw.edu).

III. BACKGROUND: Beginning in May 2011, the University of Mary Washington contracted with ELS Educational Services to provide English as a Second Language (ESL) instruction. That contract concluded and was subsequently resolicited and replaced. In 2017 the University contracted with International Language Academy of Washington D.C. (ILA) and that contract remained in effect through June 2026. Throughout that time, of all students who went through the program, 11 matriculated to attend UMW. Admission to UMW for students enrolled in the contractor's educational facility was conditional upon successful completion of a specific level English class to demonstrate English proficiency, documented proof of English proficiency, properly submitted forms, and attendance to the International Student Orientation.

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.

IV. 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.

V. 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. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. *Oral presentations are an option of the university and may not be conducted. Therefore, proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise the proposal after submission.*
4. Number of Proposals Required: 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 possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be:

- Prepared simply and economically, with 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.

- B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items within the proposal:

1. Complete and return **SIGNED** RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
2. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
3. Submit a complete response to the RFP, by demonstrating, in detail, to include the following:
 - a. Offeror's ability to meet EACH requirement within section VI. A.
 - b. Offeror's acknowledgement and any questions or concerns about the University's responsibilities within section VI. C.
 - c. Offeror's complete, paragraph-based response to how the Offeror intends to address EACH of the areas in section VII. C.
 - e. Offeror's complete, detailed response detailing successful Program history and experience from section VI. E.
 - f. Any other information the Offeror wishes the University to consider when evaluating the proposal.
4. Complete and return REQUIRED References sheet Attachment B.
5. Complete and return all applicable Attachments B, C, and E.
6. Complete and return signed addenda acknowledgments (if applicable).
7. Any other information the Offeror believes will help the University evaluate its proposal.

Please review the Proposal Submission Checklist (Attachment F) attached to this RFP prior to submission.

VI. STATEMENT OF NEEDS:

- A. **Offeror shall provide an English as a Second Language (ESL) Institutional Bridge Program ("the program") at the University of Mary Washington's Fredericksburg campus with the following required components:**

1. The Program shall be a full-time program for international students:
 - a. Instructional sessions shall take place between the hours of 8:00AM and 5:00PM, Monday through Friday, unless otherwise agreed upon between the Contractor and the University. If any special classes require to be offered after 5:00PM, the Contractor shall provide 72 hour advance notice for approval by UMW prior to class commencement.
 - b. The Program shall combine Intensive English classes with carefully selected undergraduate classes available at UMW along with support:
 - i. Advanced-level English Courses: Reading & Writing, Listening & Speaking
 - ii. Academic Courses: Selected to advance students' educational goals in their major and meet University requirements
 - iii. Support: Workshops and Advising, Tutoring, Math Lab, Writing Center, Speaking Center
2. Requirements for Acceptance to the University:
 - a. Conditional Acceptance: The University will issue a Conditional Letter of Acceptance (CLA) to those qualified candidates who meet the general admission requirements of the University but who do not yet meet the University's English language proficiency admission requirement. Students who are conditionally accepted must fulfil the English Proficiency admission requirement by providing documented evidence of English language proficiency through one of the following:
 - i. Either, successful completion of the Bridge Program course (documented English proficiency) or
 - ii. An International English Language Testing System (IELTS) score of 6.5.
 - iii. For a complete list of admission requirements for international undergraduate applicants, please visit: <https://www.umw.edu/admissions/international/checklist/>
 - b. Full Admission to the University: The University will grant full admission to those qualified students who have met both the general admission requirements of the University as well as documented English Language proficiency.
 - c. The University will waive the University Application Fee for all Program referred CLA applicants.
3. Required Student Fees:
 - a. For current residential housing and dining plan rates, please visit: <https://adminfinance.umw.edu/studentaccounts/room-and-board/>
4. Staffing:
 - a. The Contractor shall employ such staff as it may determine, in its sole judgment, is necessary to provide instruction and operate the Program. Staff names and contact information shall be given to the University before the commencement of the Program.

B. Program Student Responsibilities:

1. Program students must follow all UMW policies and procedures as outlined in the Student Handbook <https://publications.umw.edu/studenthandbook/>. Students in this program shall be held to the same standards as all UMW students.
2. Any violation of UMW policies by a Program Student shall be dealt with by UMW through the Judicial Process as outlined starting on Page 47 of the Student Handbook.
3. Any damages to University housing or other University property caused by the Program Student shall be charged back to the Program Contractor. The collection of these damage fees shall be the responsibility of the Program Contractor.

C. The University will provide the following for the purpose of the Program:

1. Office and Instructional Space:
 - a. Office space is likely to be non-adjacent to the provided instructional spaces. Office space will include network and technology accessibility.
Instructional spaces will be scheduled by the University for the Program based on existing curriculum needs and available classroom vacancies, which may change from semester to semester. The schedule and location of instructional spaces will be discussed between the Contractor and UMW before the beginning of each semester term.
2. On-Campus Residence/Student Housing & Meals Services:
 - a. UMW will provide room and board for the Program students at rates mutually agreed upon in May of each fiscal year for the Academic year beginning in August.
 - i. Students participating in the Program must reside in on-campus housing to include dormitory buildings or the apartments at Eagle Landing. Housing assignments for the students will vary based on availability and the number of students in the Program.
 - ii. UMW offers lodging in traditional dormitory (residence halls) style rooms with shared or community bathrooms, and apartment options in the UMW Apartments or Eagle Landing. Rates are based on room occupancy and amenities.
UMW will clean each dormitory room immediately following departure of each Program student, prior to the scheduled arrival of a new occupant.
*Linen services are not included and are not available through the University.
 - b. Meals Services will be made available to the Program students by the University throughout the academic year, excluding periods during which the University is not in session. Students will need to make alternative arrangements for meals if they remain on campus during University breaks when the dining services are closed. Some residential halls have kitchens available, which may be used when campus dining is not available.
 - c. Housing and Meals fees are adjusted annually. For current rates, please visit:
<https://adminfinance.umw.edu/studentaccounts/room-and-board/>
3. Parking:
 - a. Allowable parking areas will be designated before the commencement of the resulting contract.
4. Scholarships:
 - a. The University will offer merit scholarships to degree-seeking students; scholarships will be awarded based on student status as a first-year or transfer and eligibility for instate tuition benefits. Domestic and international students may use following the scholarship matrix adopted by Admissions and Financial Aid for the student's entering term. International students ineligible for instate tuition benefits will be considered out-of-state merit scholarships. Students on an F-1 visa may be eligible for an additional international award.
 - i. For current scholarship charts, visit:
First-year <https://www.umw.edu/admissions/talontestoptional/>
Transfer <https://www.umw.edu/admissions/transfer/transfer-scholarships/>

D. Offeror proposal shall address the following Program specific areas at length and in detail (if Offeror can provide multiple options for one area, please document all available options):

1. Marketing, Recruitment, and Enrollment Plan:

FOR EXAMPLE ONLY: Contractor shall actively promote the Program by distributing promotional brochures and other materials about the Program containing the University logo as approved by the University. Contractor shall issue the I-20 to the students upon which UMW will offer a conditional admission offer.

- a. Offeror shall provide a complete and substantial marketing, recruitment, and enrollment plan for the University to review.
 - i. Offeror shall detail information regarding the target countries for enrollment into the Program
 2. Matriculation Plan:
 - a. Offeror shall provide a complete and substantial Matriculation Plan for the University to review.
 - i. Students who successfully complete the Bridge Program, and all conditions included, shall matriculate to the University and be fully admitted to their degree program. Students must earn a grade of 'B' or better in the English language classes and satisfactorily complete the UMW academic class (for undergraduate students a 'C' or better; for graduate students a 'B' or better, unless otherwise specified by the academic department in the admission letter). Students who do not meet these requirements shall have one additional opportunity to repeat the Bridge level program before being dismissed from the University.
 3. Data Exchange Plan:
 - a. Offeror shall provide a complete and substantial Data Exchange Plan for the University to review.
 - i. The Data Exchange Plan will be in compliance with the Virginia Information Technology Agency (VITA)
<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs> and UMW Technology Requirements <http://technology.umw.edu/it-policies/>.
 - ii. The Contractor shall share student enrollment data with UMW weekly.
 4. Billing/Fee Structure:
 - a. Offeror shall provide a complete and substantial Billing and Fee Structure for the University to review.
 - i. The Contractor shall collect all fees due to UMW for room and board, facility fee, and any miscellaneous fees directly from the Program students upon their enrollment. The Contractor shall pay UMW for room, board, and any other fees required within 15 days after enrollment. All fees are non-refundable. Payment shall be accompanied by a listing of all Program students utilizing UMW services during that session. Office space will be provided free of charge.
 5. Residential Housing Plan:
 - a. Offeror shall provide a complete and substantial Residential Housing Plan for the University to review.
 - i. The Contractor shall detail their plan to have Program students live on-campus. Details must include whether students should be provided housing per Academic Year, per semester, per week, etc. and detail the proposed fee structure for student housing (example: per bed).

E. Offeror proposal shall address the following qualification/experience specific areas with as much detail as possible:

1. Offeror's Experience:
 - a. Offeror shall provide a background statement of the Offeror's firm including a general statement of the Offeror's operational expertise which describes the firm's capability to provide a successful solution to the University, history of the firm including the nature and scope of its operation, and years the firm has been doing business in providing this type of solution, preferably to similar institutions of similar size.
2. Implemented Bridge Program Success Stories:
 - a. Offeror shall provide, at length, details of at least TWO (2) successfully implemented ESL Bridge Programs including the entity at which the program was implemented. The success stories may include the same references as required to be provided on Attachment I.
3. References:
 - a. Offeror shall provide on Attachment I, a list of at least THREE (3) current or past references whom the University may contact. Reference responses will be considered within the evaluation. References should be those where a similar solution was provided, preferably from other institutions of Higher Education.

VII. CONTRACT ADMINISTRATION:

- A. The Dean of Admissions, 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.

VIII. 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
Suitability: How well response meets statement of needs and best fit for UMW	40
Pricing: The total cost	25
Capability: Experience and qualifications for providing similar solutions	15
Plan & Methodology: Specific plan to implement solution	15
Small Business Subcontracting Plan	5
Total	100

¹ To receive full points for the Small Business Subcontracting Plan criterion, the offeror must be currently certified by the Virginia Department of Small Business and Supplier Diversity (SBSD). <https://sbsd.virginia.gov/>. Not being a registered small business will not eliminate any offeror from competition.

IX. 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 at <http://adminfinance.umw.edu/procurement/>). 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. CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by the Subcontractor to the same extent as for any full-time or part-time Contractor staff.
- a. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
 - b. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to that individual's employment on UMW property and should have no bearing on the Contractor's employment of any individual outside of UMW properties.
 - c. UMW reserves the right to audit a Contractor's background check process at any time.
 - d. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
 - e. Screens shall include:
 - i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
 - ii. DOJ Sex Offender Search and individual evaluation of results
 - iii. County Criminal Search for all identified counties.
- G. 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.
- H. 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.
- I. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal <http://www.eva.virginia.gov>/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:
 - a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b. 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.

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

X. SPECIAL TERMS AND CONDITIONS:

A. SOLICITATION:

1. **ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 90 days. At the end of the 90 days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the offer shall remain in effect, as-is, until an award is made, or the solicitation is canceled.
2. **CONTRACT AWARD:** Selection will be made of one or more Offerors deemed to be fully qualified and best suited among those submitting a proposal. The agency will select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required services, as stated in this solicitation, which in total are optimal relative to the University's need, and shall award the contract to that Offeror(s). The University may cancel this solicitation and 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). The award document will be a contract incorporating by reference all the requirements, terms and conditions of this 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:
 - an award either in whole or in part,
 - a single award, or
 - a multiple award
3. **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, the University will publicly post such notice on the [DGS/DPS eVA VBO for](#) a minimum of ten (10) days.
4. **CONTROLLING VERSION OF SOLICITATION:** 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. 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.
5. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office listed on Page 1 of the solicitation no later than the designated date and hour. Proposals received by the issuing office 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 their proposal reaches the designated receipt location no later than the assigned date and hour.
6. **OFFEROR'S ACKNOWLEDGEMENT OF UNDERSTANDING:** Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint themselves with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract.
7. **PRECEDENCE OF TERMS:** The General Terms and Conditions of this solicitation, the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, Applicable Laws and

Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory use of State Form and Terms and Conditions, Clarification of Terms, and Payment 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.

B. CONTRACT:

1. **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.
2. **CHANGES TO THE CONTRACT:** 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.
3. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Such newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
4. **ADVERTISING TO THE GENERAL PUBLIC:** In the event a contract is awarded for services resulting from this solicitation, no indication of such services to the University of Mary Washington will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
5. **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.
6. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
7. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

8. **E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
9. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, good or equipment delivered.
10. **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 this 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.
11. **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.

12. **OWNERSHIP OF MATERIALS:** Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment.
13. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
14. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for five (5) one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term.
15. **CONTROLLING VERSION:** The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.
16. **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.
17. **EXTRA CHARGES PROHIBITED:** The Contractor's quoted 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.
18. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Offeror. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.
19. **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:

20. **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](#) is available through the [UMW Human Resources website](#). For additional information and Title IX resources, please visit the [UMW Title IX webpage](#).

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

22. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor; and
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

XI. 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:

1. 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.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.

3. UMW Check or ACH: *Payment will be made per the terms of the contract, or 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.*

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

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

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *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 - REFERENCES

Provide at LEAST 3 references of current or recent past clients, preferably from higher education.

Reference #1	
Agency Name	
Contact Name	
Email	
Phone #	
# Years w/ Agency	
Solution Provided	

Reference #2	
Agency Name	
Contact Name	
Email	
Phone #	
# Years w/ Agency	
Solution Provided	

Reference #3	
Agency Name	
Contact Name	
Email	
Phone #	
# Years w/ Agency	
Solution Provided	

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 (\$)
Total Planned Subcontracting Spend (\$)					

ATTACHMENT C

SWaM and Non-SWaM Subcontractor Spend Reporting

The University of Mary Washington, as a state agency in the Commonwealth of Virginia, is required to report all small business spend to the Department of Small Business and Supplier Diversity (DSBSD). Along with small business spend, importance is also placed on utilizing local woman-owned and minority-owned businesses to procure goods and services for the university. UMW's goal, with enthusiastic support of the Vice President for Administration and Finance and Chief Financial Officer, is to have a total SWaM (small, woman-owned and minority-owned) business spend of 42% each fiscal year.

In accordance with the Governor's Executive Order, each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided. If you are a vendor who is required to use SWaM subcontractors, as indicated in the contract, or a prime contractor who is required to submit data on non-SWaM subcontractors performing on contracts over \$200,000, please submit your expenditure report below.

Submission dates are:

1st Quarter: July 1st to September 30th – Deadline to send the report is October 15th

2nd Quarter: October 1st to December 31st – Deadline to send the report is January 15th

3rd Quarter: January 1st to March 31st – Deadline to send the report is April 15th

4th Quarter: April 1st to June 30th – Deadline to send the report is July 15th

If you experience any issues with the form or need additional assistance/information, please email Procurement Services at procure@umw.edu.

Vendor *

Please enter the name of the COMPANY

Contract Number

Please enter the CONTRACT NUMBER

Name *

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

- ☐ Upload Spreadsheet/Document ← Upload document - Excel or Word only
- ☐ Manual Input ← Manually type information for each sub-contractor

Additional Comments/Information

Please provide any relevant comments or information

ATTACHMENT D

RFP 26-2115 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

- No Questions Accepted after **July 15 at 2:00pm**. All Questions must be directed toward the Procurement Officer for this solicitation: Laurie Hankins, lhankins@umw.edu, and 540-654-1997.
- Proposal Due Date: **July 31 at 2:00pm** - Proposals submitted after **2:00pm** as indicated by the official Procurement clock will NOT be accepted.
- All proposals must be submitted electronically via the Commonwealth of Virginia's eVA Procurement Portal. Physical submissions will not be accepted.
- Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.

REQUIRED DOCUMENT SUBMISSION

Acknowledgement:

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

Documents to Submit:

- ☐ Completed and signed RFP cover page
- ☐ Any/All signed addenda (if applicable)
- ☐ One Electronic Copy of Original Proposal (and Redacted if applicable)
- ☐ Description of the Offering firm's history and expertise.
- ☐ Completed Attachment B, References.
- ☐ Completed Attachment C, Small Business Subcontracting Plan.
- ☐ Completed Attachment E, RFP Checklist

Exhibit I: Sample Letter of Conditional Admission



May 29, 2015

First Name, Last Name
c/o Program Contractor Name
Program Contractor Address

Dear First Name,

Congratulations! I am pleased to offer you conditional admission to the University of Mary Washington for the fall 2016 semester. With your high level of academic achievement, we feel that UMW is the right place for you to achieve your academic goals in the United States. We look forward to having you join us as one of the “great minds” working at the University of Mary Washington. This letter is a conditional offer of admission pending fulfillment of UMW’s English proficiency requirement.

The University of Mary Washington is pleased to partner with Program Contractor Name to make this opportunity possible. Successful completion of the Program Level English Class will fulfill the UMW English requirement. While studying at the Program, you can experience life as a UMW student when you live on campus, eat in our dining areas, study at Simpson Library, and use our state of the art fitness center. The University of Mary Washington and the greater Fredericksburg area provide a rich array of academic, research, internship, leadership, and recreational opportunities. On the weekends you can also visit Washington, DC, our nation’s capital, only 85 kilometers from campus and accessible by a short train ride.

Your official offer of admission will be sent once you have documented English proficiency and have met all other conditions listed in the agreement. If you have any questions, contact admit@umw.edu

Sincerely,

Melissa Yakabouski
Director of Undergraduate Admissions

(Conditional Letter of Admission Agreement Enclosed)