

Standard Contract
Contract #UCPUMW 26-2065
Flooring Services

This contract, between YOUR FLOORS INC, 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:

- I. **PERIOD OF CONTRACT:** May 1, 2026 through April 30, 2027 with five (5) one-year renewal options that if all options are exercised will extend the term of the contract through April 30, 2032.

- II. **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# UCPUMW 26-2065, dated February 10, 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 March 10, 2026 including all attachments, to include the March 19, 2026 response to questions.

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.

III. **STATEMENT OF NEEDS:**

As required by the University, the contractor shall provide services for installation, repair and maintenance of all types of flooring and bathroom surfaces, including, but not limited to Terrazzo, VCT tile, Ceramic Tile, Marble, Hardware Flooring, including Athletic Floors, Carpet, Poured Seamless Floors and the abatement of asbestos flooring. The Contractor shall provide all labor, equipment, supplies and materials to perform all types of flooring installations, repairs and maintenance, including bath tile repairs and installations and asbestos floor tile abatement.

1. General Requirements:

- a. The Contractor shall accept for performance, upon terms, conditions and provisions set forth herein, such purchase orders as that may be issued for flooring, bath tile, or asbestos tile abatement projects.
- b. It is the intent of this contract that the trades furnished shall only be for work associated with floor repairs/maintenance/installation, bath tile repairs/maintenance/installation and asbestos tile abatements.

2. Specific Requirements:

- a. Within two (2) calendar days of receipt of a telephone or e-mail request from the University, the Contractor(s) shall visit the designated worksite to examine the site of the proposed work and to acquire a full understanding of the nature and scope of the project to be accomplished.
- b. Within three (3) calendar days or mutually agreed date, the Contractor shall deliver to the University a written estimate of the cost to complete the project. This estimate shall be on a form approved by the Contract Administrator and should include, at a minimum the following:
 - i. Types and quantities of labor and associated labor costs;
 - ii. A listing of materials required and estimated costs (Note: Material costs will be billed at Contractor's actual documented cost which cannot exceed the estimated cost).
 - iii. The number of working days to complete the work shall be provided.
 - iv. Estimated completion date. The starting and completion dates shall be agreed upon between the University and the Contractor and shall be reflected in the Agency Purchase Order.

Upon approval of the proposal by the University, an eVA Purchase Order shall be issued as authority to proceed with the project. The eVA Purchase Order shall incorporate the Contractor's estimate as a "not to exceed" cost and the agreed upon starting and completion dates no work shall be undertaken by the Contractor until such written Agency Purchase Order has been issued by the Agency.

- c. The University reserves the right to make or obtain other estimates prior to authorizing the Contractor to proceed in order to comply with the requirements of state regulations to determine price reasonableness. If the estimate is considered to not be reasonable, the Contractor will be asked to review their estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to obtain the work from another source.
- d. Contractor shall normally provide required services between the hours of 8:00AM and 5:00PM, Monday through Friday, holidays excluded; however, the University reserves the right to adjust Contractor's working hours whenever it is deemed to be in the best interest of the University. Such adjustment will be communicated to the Contractor twenty-four (24) hours before work is to begin.
- e. Contractor shall provide sufficient workforce to provide services required by the University within an acceptable timeframe in order to prevent unnecessary down time.
- f. All work which does not meet the University approval shall be corrected immediately.
- g. Contractor shall assign a coordinator to review all billings to assure complete and accurate information is provided along with appropriate documentation to support billing consistent with contract requirements. This person shall act as the contact person with the University.
- h. Damages caused by the Contractor's negligence or nonfeasance shall be repaired at no cost to the University.
- i. Failure to meet the response time requirements established above without University concurrence may result in the Contractor being considered in default.

3. Contractor Qualifications:

- a. The Contractor shall hold a current Class "A" or "B" Contractor's License.
- b. The Contractor shall have a minimum of five (5) years of continuous experience in flooring, bath tile installation, and repair.

- c. The Contractor or their approved subcontractor shall have a current RFS Asbestos Contractor's License issued by the Commonwealth of Virginia.
- d. All Hard Tile Setters, Soft Tile Setters, Terrazzo Floor/Basin Mechanics, Carpet Installers, Marble Technicians, Poured Flooring Technicians, Furniture Movers and Asbestos Tile Personnel shall have a minimum of two (2) years of experience.
- e. The Contractor shall comply with all Building Codes, OSHA regulations, and all other applicable Federal, State and Local Laws, Ordinances, Rules, Regulations and Codes.
- f. Documentation for Asbestos Tile Abatement shall include:
 - A Copy of their Virginia Asbestos Contractor's License – this can be subcontracted with UMW's approval.
 - Name and location of the disposal site where the asbestos waste will be disposed with a copy of the manifest for asbestos waste transported to site provided for UMW records.

4. Contractor Responsibilities:

- a. The Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work and for adequately supervising them at the work site. Contractor shall be similarly responsible for all damages to persons or property that occurs as a result of its fault or negligence. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features that will overload or render useless any portion of the facility.
- b. The Contractor shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules, regulations and codes and are compatible with existing materials and equipment of the building involved. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project, except for any completed unit of the project which theretofore may have been accepted.
- c. The Contractor shall provide on-site supervision of all trades at all times work is in progress. This on-site supervision shall be empowered to act on behalf of the Contractor. This supervisor shall understand and speak English.

5. Reporting and Delivery Requirements:

- a. Department Vendor/Contractor Cards (non-photo ID cards):
All Vendors/Contractors must visibly wear a special UMW-issued ID card produced at the Eagle One ID Center. These special vendor/contractor cards will bear the name of the issuing University Department (e.g., Facilities Services) and a sequential number. Each Vendor must sign in each day and individually and checkout each day. Cards must be returned to the University Police Office upon completion of work. Vendors/Contractors are responsible for the replacement cost of lost cards.
- b. Keys shall be provided by the University to allow performance of the contract. The Contractor Supervisor shall be responsible for all keys assigned to unlock spaces and for the security of the Building. Contractor Supervisors shall not leave spaces open when not working in that area. Keys shall be picked up each workday from the location designated by the University. Keys are to remain

on campus at all times and shall be returned to the designated location at the end of each workday. Contractor is responsible for replacement of lost keys and/or rekeying if necessary at no additional cost to the University.

- c. Contractor Supervisors shall be responsible for maintaining a daily log of work performed. Quality Control Inspections shall be conducted by the Contractor Supervisor no less than once daily and areas inspected noted on the log. The log shall be made available to an official representative of the University for inspection at all times. All complaints, discrepancies and requests and appropriate responses to same, shall be recorded in the log. Any items observed regarding needed facility maintenance, potential hazards, security breaches, or conditions that have a direct impact on the ability of the Contractor to perform under the terms and specifications of this contract, shall be recorded in the log. Any articles of perceived value that are recovered from University property, should be included in the daily log, and given to the University Contract Administrator.
- d. The Contractor Supervisor shall be responsible for the conduct and performance of the Contractor's employees, in addition to being in compliance with Terms and Conditions of this Contract.

6. Contractor Furnished Equipment and Supplies:

- a. Equipment: The Contractor is responsible for the provision of all equipment. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services and available to the contractor's employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements. Storage of equipment on campus will not be permitted, except that equipment may temporarily be left in buildings while work is being performed. The Agency will not accept liability for the loss or damage of equipment left unattended.
- b. Supplies: All supplies furnished by the Contractor shall be made available for inspection and approval for use by the Agency Coordinator. Sufficient supplies shall be maintained at all times and made available to the Contractor's employees for use in performance of required services.

IV. **PRICING:** The hourly rates applicable to this contract are those proposed by the Contractor and incorporated in Attachment A.

V. CONTRACT ADMINISTRATION:

- a. The UMW Director of Maintenance Services or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.
- b. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/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.

VI. GENERAL TERMS AND CONDITIONS:

Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: <https://adminfinance.umw.edu/procurement/umw-terms-conditions/>

VII. SPECIAL TERMS AND CONDITIONS:

1. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. **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.
3. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, contractor shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
4. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon ninety (90) 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.
5. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - i. By mutual agreement between the parties in writing; or
 - ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - iii. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and

savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

- 6. CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for ten thousand dollars (\$10,000) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than ten thousand dollars (\$10,000), or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No _____ Specialty _____
 Licensed Class B Virginia Contractor No _____ Specialty _____
 Licensed Class C Virginia Contractor No _____ Specialty _____

- 7. CREDIT CARD PROCESSING FEES:** Any credit card processing fees associated with payments under this Agreement shall not exceed three percent (3%) of the total sale. Such fees are deemed fully included within the Contractor's loaded labor rates, unless identified as a separate add-on fee within the proposal.

8. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
- 1) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - 2) To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - 3) That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

- 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.
- 9. CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.
- 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 UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.
 - 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.

If the offeror shall fail to provide this information on their proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the University in writing when requested to do so before or after the opening of proposals, the contractor shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and the proposal will not be considered. If a offeror shall fail to obtain the required license prior to submission of their proposal, the proposal shall not be considered.

- 10. CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other

agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

11. 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.

12. COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

13. DISCRIMINATION, DISPARATE TREATMENT or HOSTILE WORK ENVIRONMENT: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of any protected groups, classes or other categories to which they belong or are perceived to belong. These protected categories include race, ethnicity, national origin, age, pregnancy, disability, religion, veterans, gender, gender expression, or sexual orientation/identification. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. <https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policyguides/soc-policy-1-60-attachment-a-offenses.pdf> Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

14. **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.
15. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation
16. **DELIVERY POINT:** All items shall be delivered F.O.B. destination point, or as directed by the University.
17. **DELIVERY VEHICLE IDLING:** While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.
18. **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.

19. **ECOLABELS AND STANDARDS:** The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with identifying and procure environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the [EPA site](#). The various Ecolabels, as identified by the EPA, are provided below:



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

- 21. ENVIRONMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.
- 22. ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or release of hazardous substances, including, but not limited to, the cost of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, as a result of the storage, accumulation or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state, or local standards, requirements, law, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of this Contract or related activities, shall be paid by the Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.
- 23. 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.
- 24. EXTRA CHARGES PROHIBITED:** The proposed prices 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. No additional add-on costs or fees beyond those identified within Contractor's proposal submission will be permitted throughout the duration of the contract.
- 25. FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with § 2.2-4200 and § 2.2-4201, during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.
- 26. FIRE MARSHALL REQUIREMENT:** Absolutely no items are to be left/stored in hallways, stairways or blocking any egress.
- 27. FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
- 28. FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER:** Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:



- 29. FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
- 30. INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at their own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.
- 31. 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- 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).
- 32. 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.
- 33. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) REGULATION COMPLIANCE:** Contractor's storage of motorized or hydraulic equipment on the UMW campus, either overnight or for a longer period of time, must utilize an absorptive spill pad (to isolate and contain small drips or leaks that may occur) with complete coverage beneath the vehicle or equipment undercarriage.

34. 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 Contractor:
Attn: George Wood
1327 Alum Spring Road
Fredericksburg, VA 22401

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

36. 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.

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

38. PAYMENT TERMS:

a. To Prime Contractor:

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

b. To Subcontractors:

- i. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- c. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 - i. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - ii. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- 39. PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI-Other Services. Price increases are only authorized at time of exercise of option. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 30 days advance notice of any price increase to the procurement office. Any approved price changes will be effective only at the beginning of the next exercised option period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the University; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.
- 40. 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 they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as the contractor is for the acts and omissions of his own employees.
- 41. 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 <http://vascupp.org>.
- 42. PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- 43. PROHIBITION OF HAZARDOUS MATERIALS:** The use of hazardous material is prohibited in support of this Contract. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.
- 44. 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.

- 45. RENEWAL OF CONTRACT:** This contract may be renewed by the University for five (5) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- i. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the category of CPI-Other Services section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - ii. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the CPI-Other Services section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 46. SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of their company's safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.
- 47. 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.
- 48. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- a. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 - b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone

- number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- c. Each prime contractor who wins an award valued over \$200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- 49. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 50. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- 51. STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.
- 52. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 53. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 54. 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.
- 55. 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 for review on the [Title IX web page](#).
- 56. USE OF RECHARGEABLE BATTERIES:** Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.
- 57. USE OF RECYCLED MATERIALS:** Notwithstanding the prohibition against used, damaged, or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture and shipment of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. For each flooring project bid under the contract, the use of recycled

materials may be part of the basis for evaluation of the bid. For each flooring project, the contractor shall provide the following information in this regard:

- i. Do any of the goods offered contain recycled materials?
 - ii. If so, please qualify the recycled material content. (i.e., percentage of post-consumer waste used in the manufacture of new goods; Forest Stewardship Council (FSC) certification, etc.)
- 58. WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one year following installation or commercial warranty period whichever is greater. Should any defect be noted by the owner, the Procurement Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the University and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the University may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- 59. WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- 60. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under a time and material flooring project, the contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor categories, the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall maintain an "hours worked" log adequate for the contract administrator to confirm labor hours.
- 61. WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- 62. WORK SITE USE:** The Contractor expressly undertakes, either directly or through its subcontractors:
- a. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
 - b. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
 - c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.

- e. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
- f. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

VIII. **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 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

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.

YOUR FLOORS INC

Signature: _____

Printed

Name: _____

Title: _____

Date: _____

Phone: _____

Email: _____

George Wood

 GEORGE WOOD

 OWNER / PRESIDENT

 04-28-2026

 540-368-1922

 gw9207@hotmail.com

UNIVERSITY OF MARY WASHINGTON

Signature: _____

Printed

Name: _____

Title: _____

Date: _____

 Melva Kishpaugh

 Director, Procurement Services

 April 28, 2026

ATTACHMENT A - PRICING

Category	Classification	Estimated Number of Hours	*Fully Loaded Labor Rates	Total (Hours x Proposed Fully Loaded Labor Rate)
Ceramic Tile Supervisor	Regular Hours	300	\$85.00	\$25,500.00
	Overtime Hours	30	\$130.00	\$3,900.00
Ceramic Tile Mechanic	Regular Hours	300	\$75.00	\$22,500.00
	Overtime Hours	30	\$110.00	\$3,300.00
Ceramic Tile Helper	Regular Hours	3	\$55.00	\$165.00
	Overtime Hours	30	\$85.00	\$2,550.00
Terrazzo Flooring Supervisor	Regular Hours	40	\$125.00	\$5,000.00
	Overtime Hours	12	\$185.00	\$2,220.00
Terrazzo Flooring Mechanic	Regular Hours	40	\$110.00	\$4,400.00
	Overtime Hours	12	\$130.00	\$1,560.00
Terrazzo Flooring Helper	Regular Hours	40	\$75.00	\$3,000.00
	Overtime Hours	12	\$85.00	\$1,020.00
Marble Flooring Supervisor	Regular Hours	40	\$105.00	\$4,200.00
	Overtime Hours	4	\$110.00	\$440.00
Marble Flooring Mechanic	Regular Hours	40	\$90.00	\$3,600.00
	Overtime Hours	4	\$140.00	\$560.00
Marble Flooring Helper	Regular Hours	40	\$55.00	\$2,200.00
	Overtime Hours	4	\$85.00	\$340.00
VCT Tile Supervisor	Regular Hours	150	\$85.00	\$12,750.00
	Overtime Hours	15	\$120.00	\$1,800.00
VCT Tile Mechanic	Regular Hours	150	\$70.00	\$10,500.00
	Overtime Hours	15	\$100.00	\$1,500.00
VCT Tile Helper	Regular Hours	150	\$50.00	\$7,500.00
	Overtime Hours	15	\$75.00	\$1,125.00
VAT Abatement Supervisor	Regular Hours	100	\$	\$
	Overtime Hours	16	\$	\$
VAT Abatement Mechanic	Regular Hours	100	\$	\$
	Overtime Hours	16	\$	\$
VAT Abatement Helper	Regular Hours	100	\$	\$
	Overtime Hours	16	\$	\$
Poured Flooring Supervisor	Regular Hours	80	\$	\$
	Overtime Hours	8	\$	\$
Poured Flooring Mechanic	Regular Hours	80	\$	\$
	Overtime Hours	8	\$	\$
Poured Flooring Helper	Regular Hours	80	\$	\$
	Overtime Hours	8	\$	\$
Hardwood Flooring Supervisor	Regular Hours	120	\$85.00	\$10,200.00
	Overtime Hours	12	\$110.00	\$1,320.00
Hardwood Flooring Mechanic	Regular Hours	120	\$75.00	\$9,000.00
	Overtime Hours	12	\$110.00	\$1,320.00
Hardwood Flooring Helper	Regular Hours	120	\$50.00	\$6,000.00
	Overtime Hours	12	\$75.00	\$900.00
Gymnasium Flooring Supervisor	Regular Hours	120	\$	\$
	Overtime Hours	12	\$	\$
Gymnasium Flooring Mechanic	Regular Hours	120	\$	\$
	Overtime Hours	12	\$	\$
Gymnasium Flooring Helper	Regular Hours	120	\$	\$

	Overtime Hours	12	\$	\$
Carpet Supervisor	Regular Hours	40	\$ 85.00	\$ 3400.00
	Overtime Hours	3	\$ 130.00	\$ 390.00
Carpet Mechanic	Regular Hours	40	\$ 75.00	\$ 3000.00
	Overtime Hours	3	\$ 110.00	\$ 330.00
Carpet Helper	Regular Hours	40	\$ 50.00	\$ 2000.00
	Overtime Hours	3	\$ 75.00	\$ 225.00
Furniture Mover	Regular Hours	40	\$ 40.00	\$ 1600.00
	Overtime Hours	3	\$ 110.00	\$ 330.00
Torginol Technician	Regular Hours	40	\$	\$
	Overtime Hours	40	\$	\$
Administrative Support	Regular Hours	40	\$ 75.00	\$ 3000.00
	Overtime Hours	1	\$ 100.00	\$ 100.00
% Discount on Contractor's material costs			N/A %	

* The fully loaded labor rate is intended to cover travel, credit card charges, eVA fees, etc; however, if there are add-on costs proposed that are not included in the fully loaded labor rate, they must be included within the table below. No additional add-on costs beyond those identified at time of proposal submission will be permitted through the duration of the contract.

Additional Ad-on Costs

DESCRIPTION	AMOUNT

SOLICITATION

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE:	10 February 2026		
RFP NUMBER & TITLE:	UCPUMW 26-2065/Flooring Services		
PROPOSAL DUE DATE & TIME:	10 March 2026, 2:00 p.m. NOTE: Proposals received after the due date and time cannot be accepted.		
PROPOSAL DELIVERY ADDRESS:	University of Mary Washington Procurement Services / Reference RFP UCPUMW 26-2065 Eagle Village Executive Offices, Suite 480 1125 Emancipation Hwy., Fredericksburg, VA 22401		
WORK LOCATION:	<input checked="" type="checkbox"/> All Campuses <input type="checkbox"/> Fredericksburg <input type="checkbox"/> Stafford <input type="checkbox"/> Dahlgren		
COMMODITY CODE(S):	91025		
PRE-PROPOSAL CONFERENCE:	<input checked="" type="checkbox"/> Optional <input type="checkbox"/> Mandatory <input type="checkbox"/> N/A	DATE: February 17, 2026	TIME: 10:30 a.m.
PRE-PROPOSAL LOCATION:	UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401		
CONTRACT OFFICER:	Kenneth R. Manahan	EMAIL:	kmanaha2@umw.edu
PERIOD OF CONTRACT:	May 1, 2026 through April 30, 2027, with five (5), one-year renewal options that if all renewals are exercised will extend the term of the contract to April 30, 2032.		

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 February 20, 2026.
- II. PRE-PROPOSAL CONFERENCE:** A optional pre-proposal conference will be held on February 17, 2026 at 10:30 a.m. in the UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401. See Prebid/Preproposal Conference clause in the Special Terms and Conditions, page 14.
- a. No attendee will be permitted access to the conference after 10:30 a.m.
 - b. Proposals from Offerors who do not attend the pre-proposal conference will be accepted.
 - c. Bring a copy of the RFP with you to the conference.
 - d. Parking is available to visitors in designated locations which can be found on the UMW campus map here: <http://www.umw.edu/visitors/>
- III. PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein must reach the Proposal Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time to be considered. **It is the responsibility of the offeror to ensure that the proposal is received on time.**
- A. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
 - B. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
 - C. *UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.*
- IV. ADDENDA:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.
- V. INCLEMENT WEATHER/SUSPENDED SCHEDULE:** Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or (540) 654-2424.
- VI. PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts> will be used to house relevant procurement documents, including winning offeror's proposal.

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

I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish multiple contracts through competitive negotiations with qualified contractor(s) to provide flooring services, including installation, repair, and maintenance for all types of floor services, including sanding and refinishing of athletic flooring 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. An offeror is not required to provide all services to be considered for award, but preference will be given to those offerors who offer a wide range of services with a record of quality performance.

II. ORGANIZATION OVERVIEW:

The University of Mary Washington (UMW), 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 Washington 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

III. BACKGROUND:

This procurement represents a recompile of the current UMW contract #UCPUMW 20-1109 originally awarded to Beautiful Floors and More, Your Floors, John Kevin Meade dba Rockwood Homes, and Southern Belle LLC. The current contract expires April 30, 2026. There has been an estimated annual spend of \$50,000 for these services which does not include Athletic Flooring refinishing. ***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. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules_with_foreword_final_August%202022.pdf), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.

A. 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.

- B. UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

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

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

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

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

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

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

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

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

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

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

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

4. **Number of Proposals Required:** One (1) printed original and one (1) electronic media version (Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password, or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (Flash Drive) clearly marked redacted copy must be submitted if required by the vendor.
5. **Proposal Formatting and Content:** Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be:
 - Prepared simply and economically, with the ability to be recycled
 - Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
 - Dual-side printed where practical
 - Bound in a single volume where practical
 - Straightforward and concise
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. All questions must be emailed to the Contract Officer.

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, and number of employees involved with on-site flooring installations.
3. Offeror shall complete and include within the proposal the following Attachments:
 - a. Attachment A, "Vendor Data Sheet"
 - b. Attachment B, "Small Business Subcontracting Plan"
 - c. Attachment C, "Pricing"
4. Offeror shall include within their proposal any additional information that will be beneficial to the University's evaluation.

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

VII. **STATEMENT OF NEEDS:**

As required by the University, the contractor shall provide services for installation, repair and maintenance of all types of flooring and bathroom surfaces, including, but not limited to Terrazzo, VCT

tile, Ceramic Tile, Marble, Hardware Flooring, including Athletic Floors, Carpet, Poured Seamless Floors and the abatement of asbestos flooring. The Contractor shall provide all labor, equipment, supplies and materials to perform all types of flooring installations, repairs and maintenance, including bath tile repairs and installations and asbestos floor tile abatement.

1. General Requirements:

- a. The Contractor shall accept for performance, upon terms, conditions and provisions set forth herein, such purchase orders as that may be issued for flooring, bath tile, or asbestos tile abatement projects.
- b. It is the intent of this contract that the trades furnished shall only be for work associated with floor repairs/maintenance/installation, bath tile repairs/maintenance/installation and asbestos tile abatements.

2. Specific Requirements:

- a. Within two (2) calendar days of receipt of a telephone or e-mail request from the University, the Contractor(s) shall visit the designated worksite to examine the site of the proposed work and to acquire a full understanding of the nature and scope of the project to be accomplished.
- b. Within three (3) calendar days or mutually agreed date, the Contractor shall deliver to the University a written estimate of the cost to complete the project. This estimate shall be on a form approved by the Contract Administrator and should include, at a minimum the following:
 - i. Types and quantities of labor and associated labor costs;
 - ii. A listing of materials required and estimated costs (Note: Material costs will be billed at Contractor's actual documented cost which cannot exceed the estimated cost).
 - iii. The number of working days to complete the work shall be provided.
 - iv. Estimated completion date. The starting and completion dates shall be agreed upon between the University and the Contractor and shall be reflected in the Agency Purchase Order.

Upon approval of the proposal by the University, an eVA Purchase Order shall be issued as authority to proceed with the project. The eVA Purchase Order shall incorporate the Contractor's estimate as a "not to exceed" cost and the agreed upon starting and completion dates no work shall be undertaken by the Contractor until such written Agency Purchase Order has been issued by the Agency.

- c. The University reserves the right to make or obtain other estimates prior to authorizing the Contractor to proceed in order to comply with the requirements of state regulations to determine price reasonableness. If the estimate is considered to not be reasonable, the Contractor will be asked to review their estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to obtain the work from another source.
- d. Contractor shall normally provide required services between the hours of 8:00AM and 5:00PM, Monday through Friday, holidays excluded; however, the University reserves the right to adjust Contractor's working hours whenever it is deemed to be in the best interest of the University. Such adjustment will be communicated to the Contractor twenty-four (24) hours before work is to begin.
- e. Contractor shall provide sufficient workforce to provide services required by the University within an acceptable timeframe in order to prevent unnecessary down time.
- f. All work which does not meet the University approval shall be corrected immediately.
- g. Contractor shall assign a coordinator to review all billings to assure complete and accurate information is provided along with appropriate documentation to support billing consistent with

contract requirements. This person shall act as the contact person with the University.

- h. Damages caused by the Contractor's negligence or nonfeasance shall be repaired at no cost to the University.
- i. Failure to meet the response time requirements established above without University concurrence may result in the Contractor being considered in default.

3. **Contractor Qualifications:**

- a. The Contractor shall hold a current Class "A" or "B" Contractor's License.
- b. The Contractor shall have a minimum of five (5) years of continuous experience in flooring, bath tile installation, and repair.
- c. The Contractor or their approved subcontractor shall have a current RFS Asbestos Contractor's License issued by the Commonwealth of Virginia.
- d. All Hard Tile Setters, Soft Tile Setters, Terrazzo Floor/Basin Mechanics, Carpet Installers, Marble Technicians, Poured Flooring Technicians, Furniture Movers and Asbestos Tile Personnel shall have a minimum of two (2) years of experience.
- e. The Contractor shall comply with all Building Codes, OSHA regulations, and all other applicable Federal, State and Local Laws, Ordinances, Rules, Regulations and Codes.
- f. Documentation for Asbestos Tile Abatement shall include:
 - A Copy of their Virginia Asbestos Contractor's License – this can be subcontracted with UMW's approval.
 - Name and location of the disposal site where the asbestos waste will be disposed with a copy of the manifest for asbestos waste transported to site provided for UMW records.

4. **Contractor Responsibilities:**

- a. The Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work and for adequately supervising them at the work site. Contractor shall be similarly responsible for all damages to persons or property that occurs as a result of its fault or negligence. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features that will overload or render useless any portion of the facility.
- b. The Contractor shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules, regulations and codes and are compatible with existing materials and equipment of the building involved. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project, except for any completed unit of the project which theretofore may have been accepted.
- c. The Contractor shall provide on-site supervision of all trades at all times work is in progress. This on-site supervision shall be empowered to act on behalf of the Contractor. This supervisor shall understand and speak English.

5. Reporting and Delivery Requirements:

- a. Department Vendor/Contractor Cards (non-photo ID cards):
All Vendors/Contractors must visibly wear a special UMW-issued ID card produced at the Eagle One ID Center. These special vendor/contractor cards will bear the name of the issuing University Department (e.g., Facilities Services) and a sequential number. Each Vendor must sign in each day and individually and checkout each day. Cards must be returned to the University Police Office upon completion of work. Vendors/Contractors are responsible for the replacement cost of lost cards.
- b. Keys shall be provided by the University to allow performance of the contract. The Contractor Supervisor shall be responsible for all keys assigned to unlock spaces and for the security of the Building. Contractor Supervisors shall not leave spaces open when not working in that area. Keys shall be picked up each workday from the location designated by the University. Keys are to remain on campus at all times and shall be returned to the designated location at the end of each workday. Contractor is responsible for replacement of lost keys and/or rekeying if necessary at no additional cost to the University.
- c. Contractor Supervisors shall be responsible for maintaining a daily log of work performed. Quality Control Inspections shall be conducted by the Contractor Supervisor no less than once daily and areas inspected noted on the log. The log shall be made available to an official representative of the University for inspection at all times. All complaints, discrepancies and requests and appropriate responses to same, shall be recorded in the log. Any items observed regarding needed facility maintenance, potential hazards, security breaches, or conditions that have a direct impact on the ability of the Contractor to perform under the terms and specifications of this contract, shall be recorded in the log. Any articles of perceived value that are recovered from University property, should be included in the daily log, and given to the University Contract Administrator.
- d. The Contractor Supervisor shall be responsible for the conduct and performance of the Contractor's employees, in addition to being in compliance with Terms and Conditions of this Contract.

6. Contractor Furnished Equipment and Supplies:

- a. Equipment: The Contractor is responsible for the provision of all equipment. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services and available to the contractor's employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements. Storage of equipment on campus will not be permitted, except that equipment may temporarily be left in buildings while work is being performed. The Agency will not accept liability for the loss or damage of equipment left unattended.
- b. Supplies: All supplies furnished by the Contractor shall be made available for inspection and approval for use by the Agency Coordinator. Sufficient supplies shall be maintained at all times and made available to the Contractor's employees for use in performance of required services.

VIII. CONTRACT ADMINISTRATION:

- A. The UMW Project Manager for Contract Services or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/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 Corporate Capability: Offeror's demonstrated ability to meet broad range of requirements identified in this solicitation. Includes referenced projects, past performance references, key personnel, and other experience related information provided within the proposal.	45
Pricing: Best available pricing and offered incentives, discounts, scholarships, rebates, etc.	35
Small Business (Maximum Points will be given to Registered Micro SWAM Vendors). Large Businesses will be assigned points based on demonstrated commitment to SWAM Subcontracting (Subcontracting Plan).	20
Total	100

X. GENERAL TERMS AND CONDITIONS:

Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: <https://adminfinance.umw.edu/procurement/umw-terms-conditions/>

XI. SPECIAL TERMS AND CONDITIONS:

A. **SOLICITATION:**

1. **ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 90 days from the due date of proposal submissions. 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. If the offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.
2. **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 (www.eva.virginia.gov) for a minimum of ten (10) days.
3. **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.
4. **AWARD – RFP:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s)

which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:

- a. a separate award of each item,
- b. an award of a group of items,
- c. an award either in whole or in part,
- d. a single award, or
- e. a multiple award

If this solicitation results in multiple awards, the University reserves the right to (i) issue a project or task directly to any awarded contractor when deemed in the University's best interest, or (ii) conduct a competitive selection among the awarded contractors for individual projects or tasks. The method of assignment will be determined by the University based on the nature, urgency, requirements, and the contractor capabilities.

5. **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.
6. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for ten thousand dollars (\$10,000) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than ten thousand dollars (\$10,000), or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No		Specialty	
Licensed Class B Virginia Contractor No		Specialty	

Licensed Class C Virginia Contractor No		Specialty	
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6. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods or services specified, and shall remain properly licensed during the life of the contract. Additionally, Offeror understand that they may be asked to provide proof of this licensure at any time by the University, if so requested.
7. **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.
8. **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.
9. **EXTRA CHARGES PROHIBITED:** The proposed prices 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. No additional add-on costs or fees beyond those identified within Contactor’s proposal submission will be permitted throughout the duration of the contract.
10. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are “Hazardous Substances” as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in § 136 of Title 7 of the United States Code, then the offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
11. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed bid/proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the bidder/offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or bids/proposals should be placed in the envelope.

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

12. **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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- 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).
13. **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.
14. **PREBID/PREPROPOSAL CONFERENCE: OPTIONAL:** An optional preproposal conference will be held at the University's Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
15. **PROCUREMENT MANUAL:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.
16. **QUALIFICATION OF OFFERORS:** UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any bid/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.

17. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
18. **SOLICITATION COMMUNICATIONS:** From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services via email to the Contract Officer named on the RFP cover page. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.
19. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your proposal submission certifies your understanding of the following:
 - a. It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
 - b. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
 - c. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its proposal submission or to the contract.
20. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation.

B. CONTRACT:

1. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, contractor shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
3. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon ninety (90) 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.

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

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

5. CREDIT CARD PROCESSING FEES: Any credit card processing fees associated with payments under this Agreement shall not exceed three percent (3%) of the total sale. Such fees are deemed fully included within the Contractor's loaded labor rates, unless identified as a separate add-on fee within the proposal.

6. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - 1) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

- 2) To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - 3) That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- 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.
- 7. CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.
- 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 UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.
 - 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.

If the offeror shall fail to provide this information on their proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the University in writing when requested to do so before or after the opening of proposals, the contractor shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and the proposal will not be

considered. If a offeror shall fail to obtain the required license prior to submission of their proposal, the proposal shall not be considered.

8. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
9. **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.

10. COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

11. **DISCRIMINATION, DISPARATE TREATMENT or HOSTILE WORK ENVIRONMENT:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of any protected groups, classes or other categories to which they belong or are perceived to belong. These protected categories include race, ethnicity, national origin, age, pregnancy, disability, religion, veterans, gender, gender expression, or sexual orientation/identification. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who

participates in any investigation concerning harassment. <https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policyguides/soc-policy-1-60-attachment-a-offenses.pdf> Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

12. **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.
13. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation
14. **DELIVERY POINT:** All items shall be delivered F.O.B. destination point, or as directed by the University.
15. **DELIVERY VEHICLE IDLING:** While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.
16. **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.

17. **ECOLABELS AND STANDARDS:** The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with identifying and procure environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the [EPA site](#). The various Ecolabels, as identified by the EPA, are provided below:



18. **EMERGENCY RESPONSE NOTIFICATION:** In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any

personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed.

- 19. ENVIRONMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.
- 20. ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or release of hazardous substances, including, but not limited to, the cost of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, as a result of the storage, accumulation or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state, or local standards, requirements, law, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of this Contract or related activities, shall be paid by the Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.
- 21. 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.
- 22. EXTRA CHARGES PROHIBITED:** The proposed prices 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. No additional add-on costs or fees beyond those identified within Contractor's proposal submission will be permitted throughout the duration of the contract.
- 23. FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with § 2.2-4200 and § 2.2-4201, during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.
- 24. FIRE MARSHALL REQUIREMENT:** Absolutely no items are to be left/stored in hallways, stairways or blocking any egress.
- 25. FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
- 26. FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER:** Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:



- 27. FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
- 28. INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at their own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.
- 29. 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.
- 30. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) REGULATION COMPLIANCE:** Contractor's storage of motorized or hydraulic equipment on the UMW campus, either overnight or for a longer period of time, must utilize an absorptive spill pad (to isolate and contain small drips or leaks that may occur) with complete coverage beneath the vehicle or equipment undercarriage.
- 31. 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:

- 32. NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.
- 33. 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.
- 34. OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.
- 35. PAYMENT TERMS:**

- a. To Prime Contractor:
 - i. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - ii. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - iii. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - iv. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).
- b. To Subcontractors:
 - i. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- c. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 - i. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - ii. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

36. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI-Other Services. Price increases are only authorized at time of exercise of option. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 30 days advance notice of any price increase to the procurement office. Any approved price changes will be effective only at the beginning of the next

exercised option period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the University; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- 37. 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 they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as the contractor is for the acts and omissions of his own employees.
- 38. PROCUREMENT MANUAL:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendor's and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.
- 39. PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- 40. PROHIBITION OF HAZARDOUS MATERIALS:** The use of hazardous material is prohibited in support of this Contract. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.
- 41. 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.
- 42. RENEWAL OF CONTRACT:** This contract may be renewed by the University for five (5) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- i. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the category of CPI-Other Services section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - ii. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the CPI-Other Services section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 43. SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of their company's safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

- 44. 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.
- 45. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- a. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 - b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 - c. Each prime contractor who wins an award valued over \$200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- 46. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 47. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- 48. STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment,

vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

- 49. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 50. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 51. 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.
- 52. 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 for review on the [Title IX web page](#).
- 53. USE OF RECHARGEABLE BATTERIES:** Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.
- 54. USE OF RECYCLED MATERIALS:** Notwithstanding the prohibition against used, damaged, or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture and shipment of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. For each flooring project bid under the contract, the use of recycled materials may be part of the basis for evaluation of the bid. For each flooring project, the contractor shall provide the following information in this regard:
 - i. Do any of the goods offered contain recycled materials?
 - ii. If so, please qualify the recycled material content. (i.e., percentage of post-consumer waste used in the manufacture of new goods; Forest Stewardship Council (FSC) certification, etc.)
- 55. WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one year following installation or commercial warranty period whichever is greater. Should any defect be noted by the owner, the Procurement Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the University and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the University may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- 56. WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces,

resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

57. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under a time and material flooring project, the contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor categories, the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall maintain an "hours worked" log adequate for the contract administrator to confirm labor hours.

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

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

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

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

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 - VENDOR DATA SHEET

A. Corporate Capability:

The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements – please provide adequate detail to document the following:

1. Name/Address, Point of Contact (phone number and email) for the Office proposed that will provide the services requested:

2. How many years in business providing this type of service? _____

3. Specify the flooring specialties provided by the company (e.g., carpet, LVT, hardwood, epoxy, tile):

4. Offeror’s approximate average annual installation square footage for all projects:

5. Types of industries served (commercial, government, healthcare, education, retail, etc.):

6. Identify certifications and licenses held by Offeror that are relevant to flooring installation, to include any manufacturer approved installation certifications:

B. Proposed Key Personnel: Identify proposed Key Personnel for this tasking:

Named Individual	Contract Labor Category	Years of Experience	Years with Company	List any Certifications and Attach Copies

C. Past Performance: Provide at LEAST 3 references of current or recent past clients, preferably from higher education. Additional references may be included using the same format. UMW reserves the right to contact each reference provided.

Reference #1	
Customer/Agency Name & Address	
Contact Name	
Email	
Phone #	
Solution Provided	

Past Performance

Reference #2	
Customer/Agency Name & Address	
Contact Name	
Email	
Phone #	
Solution Provided	

Past Performance

Reference #3	
Customer/Agency Name & Address	
Contact Name	
Email	
Phone #	
Solution Provided	

D. Other Information:

1. Specify any awards, recognitions, or manufacturer endorsements:
2. Identify any environmentally friendly adhesives or materials utilized, and describe methods for disposal of old flooring materials:
3. Describe site protection, dust control, and cleanup procedures:
4. Include any warranty terms for both labor and materials:
5. Using the format below, provide a summary of at least three (3) flooring projects over the past three (3) years to include a description of the scope of work for the project, size, type of surface, type of facility (office, athletic, industrial, etc.), customer name, date(s) each project was performed. Identify those projects associated with higher education.

PROJECT #1

Customer Name	
Brief Description of Work	
Type of Facility	
Surface Type	
Square Footage	
Date(s) Project Performed	

PROJECT #2

Customer Name	
Brief Description of Work	
Type of Facility	
Surface Type	
Square Footage	
Date(s) Project Performed	

PROJECT #3

Customer Name	
Brief Description of Work	
Type of Facility	
Surface Type	
Square Footage	
Date(s) Project Performed	

6. Identify two (2) projects specifically associated with Athletic related flooring completed within the past three (3) years, to include a description of each project's scope of work, type of surface, customer name, and date(s) the work was completed.

Customer Name	
Brief Description of Work	
Surface Type	
Square Footage	
Date(s) Project Performed	

Customer Name	
Brief Description of Work	
Surface Type	
Square Footage	
Date(s) Project Performed	

7. Specify if Offeror accepts credit card payments, and if there are any limits to the amount of each purchase.

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 – PRICING: FOR EVALUATION PURPOSES

Offeror shall complete the following pricing table with fully loaded hourly labor rates for those categories the Offeror will provide during the performance of the contract.

Category	Classification	Estimated Number of Hours	*Fully Loaded Labor Rates	Total (Hours x Proposed Fully Loaded Labor Rate)
Ceramic Tile Supervisor	Regular Hours	300	\$ _____	\$ _____
	Overtime Hours	30	\$ _____	\$ _____
Ceramic Tile Mechanic	Regular Hours	300	\$ _____	\$ _____
	Overtime Hours	30	\$ _____	\$ _____
Ceramic Tile Helper	Regular Hours	3	\$ _____	\$ _____
	Overtime Hours	30	\$ _____	\$ _____
Terrazzo Flooring Supervisor	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	12	\$ _____	\$ _____
Terrazzo Flooring Mechanic	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	12	\$ _____	\$ _____
Terrazzo Flooring Helper	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	12	\$ _____	\$ _____
Marble Flooring Supervisor	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	4	\$ _____	\$ _____
Marble Flooring Mechanic	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	4	\$ _____	\$ _____
Marble Flooring Helper	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	4	\$ _____	\$ _____
VCT Tile Supervisor	Regular Hours	150	\$ _____	\$ _____
	Overtime Hours	15	\$ _____	\$ _____
VCT Tile Mechanic	Regular Hours	150	\$ _____	\$ _____
	Overtime Hours	15	\$ _____	\$ _____
VCT Tile Helper	Regular Hours	150	\$ _____	\$ _____
	Overtime Hours	15	\$ _____	\$ _____
VAT Abatement Supervisor	Regular Hours	100	\$ _____	\$ _____
	Overtime Hours	16	\$ _____	\$ _____
VAT Abatement Mechanic	Regular Hours	100	\$ _____	\$ _____
	Overtime Hours	16	\$ _____	\$ _____
VAT Abatement Helper	Regular Hours	100	\$ _____	\$ _____
	Overtime Hours	16	\$ _____	\$ _____
Poured Flooring Supervisor	Regular Hours	80	\$ _____	\$ _____
	Overtime Hours	8	\$ _____	\$ _____
Poured Flooring Mechanic	Regular Hours	80	\$ _____	\$ _____
	Overtime Hours	8	\$ _____	\$ _____
Poured Flooring Helper	Regular Hours	80	\$ _____	\$ _____
	Overtime Hours	8	\$ _____	\$ _____
Hardwood Flooring Supervisor	Regular Hours	120	\$ _____	\$ _____
	Overtime Hours	12	\$ _____	\$ _____
Hardwood Flooring Mechanic	Regular Hours	120	\$ _____	\$ _____
	Overtime Hours	12	\$ _____	\$ _____
Hardwood Flooring Helper	Regular Hours	120	\$ _____	\$ _____
	Overtime Hours	12	\$ _____	\$ _____
Gymnasium Flooring Supervisor	Regular Hours	120	\$ _____	\$ _____
	Overtime Hours	12	\$ _____	\$ _____
Gymnasium Flooring Mechanic	Regular Hours	120	\$ _____	\$ _____
	Overtime Hours	12	\$ _____	\$ _____
Gymnasium Flooring Helper	Regular Hours	120	\$ _____	\$ _____

	Overtime Hours	12	\$ _____	\$ _____
Carpet Supervisor	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	3	\$ _____	\$ _____
Carpet Mechanic	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	3	\$ _____	\$ _____
Carpet Helper	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	3	\$ _____	\$ _____
Furniture Mover	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	3	\$ _____	\$ _____
Torginol Technician	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	40	\$ _____	\$ _____
Administrative Support	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	1	\$ _____	\$ _____
% Discount on Contractor's material costs			_____ %	

*** The fully loaded labor rate is intended to cover travel, credit card charges, eVA fees, etc; however, if there are add-on costs proposed that are not included in the fully loaded labor rate, they must be included within the table below. No additional add-on costs beyond those identified at time of proposal submission will be permitted through the duration of the contract.**

Additional Ad-on Costs

DESCRIPTION	AMOUNT

ATTACHMENT D - SWaM SUBCONTRACTING SPEND REPORTING

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

UNIVERSITY OF MARY WASHINGTON

Students | Faculty & Staff | Alumni | Give | GO

Administration and Finance

Procurement Services

Laws, Policies and Procedures | Buyer Resources | SPCC | Technology Purchases | Vendors | UMW Supplier Expo

Forms
DSBSD – SWaM
Contracts
Contact Us

QUICK LINKS

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

SWaM Subcontractor Reporting

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

Vendor *

Please enter the name of the COMPANY

Contract Number

Please enter the CONTRACT NUMBER

Name *

First

Last

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

Upload Spreadsheet/Document

Manual Input

Upload Document - Excel or Word only

Manually type information for each sub-contractor

ATTACHMENT E

RFP UCPUMW 26-2065 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 2:00 P.M., February 20, 2026. All Questions must be directed toward the Procurement Officer for this solicitation: Kenneth Manahan, kmanaha2@umw.edu.
- Proposal Due Date: 2:00 p.m., March 10, 2026 - Proposals submitted after the time as indicated by the official Procurement clock will NOT be accepted.
- All proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum. If sending the proposal by mail, the address to send the proposal to is located on the RFP Cover Page.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

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/Information to include within proposal submission:

- Completed and signed RFP cover page.
- Any/All signed addenda.
- Electronic Copy of Proposal (Original and, if necessary, Redacted)
- Description of the Offering firm's history and expertise.
- Completed Attachment A, Offeror Information Sheet.
- Completed Attachment B, Small Business Subcontracting Plan.
- Completed Attachment C, Pricing.
- Note within proposal any exceptions taken to University's Terms and Conditions.
- Current Certificate of Liability Insurance

CONTRACTOR'S PROPOSAL

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE:	10 February 2026		
RFP NUMBER & TITLE:	UCPUMW 26-2065/Flooring Services		
PROPOSAL DUE DATE & TIME:	10 March 2026, 2:00 p.m. NOTE: Proposals received after the due date and time cannot be accepted.		
PROPOSAL DELIVERY ADDRESS:	University of Mary Washington Procurement Services / Reference RFP UCPUMW 26-2065 Eagle Village Executive Offices, Suite 480 1125 Emancipation Hwy., Fredericksburg, VA 22401		
WORK LOCATION:	<input checked="" type="checkbox"/> All Campuses <input type="checkbox"/> Fredericksburg <input type="checkbox"/> Stafford <input type="checkbox"/> Dahlgren		
COMMODITY CODE(S):	91025		
PRE-PROPOSAL CONFERENCE:	<input checked="" type="checkbox"/> Optional <input type="checkbox"/> Mandatory <input type="checkbox"/> N/A	DATE: February 17, 2026	TIME: 10:30 a.m.
PRE-PROPOSAL LOCATION:	UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401		
CONTRACT OFFICER:	Kenneth R. Manahan	EMAIL:	kmanaha2@umw.edu
PERIOD OF CONTRACT:	May 1, 2026 through April 30, 2027, with five (5), one-year renewal options that if all renewals are exercised will extend the term of the contract to April 30, 2032.		

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: Yox Floors Inc

Address of Offering Firm: 1327 Alum Spring Rd Fredericksburg, VA 22401

Certification No.: 2064824 Expiration Date: _____

eVA ID: V5000002296B Tax ID: 10-20-4849025-001

Email: gyo9207@hotmail.com Telephone: 540-379-9444

Website: _____ Fax: 540-328-1933

Submitted By (Print Name & Title): George Wood / OWNER

Signature (in Ink): *George Wood* Date: 2.24.26

- 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 February 20, 2026.
- II. **PRE-PROPOSAL CONFERENCE:** A optional pre-proposal conference will be held on February 17, 2026 at 10:30 a.m. in the UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401. See Prebid/Preproposal Conference clause in the Special Terms and Conditions, page 14.
- a. No attendee will be permitted access to the conference after 10:30 a.m.
 - b. Proposals from Offerors who do not attend the pre-proposal conference will be accepted.
 - c. Bring a copy of the RFP with you to the conference.
 - d. Parking is available to visitors in designated locations which can be found on the UMW campus map here: <http://www.umw.edu/visitors/>
- III. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein must reach the Proposal Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time to be considered. **It is the responsibility of the offeror to ensure that the proposal is received on time.**
- A. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
 - B. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
 - C. *UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.*
- IV. **ADDENDA:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.
- V. **INCLEMENT WEATHER/SUSPENDED SCHEDULE:** Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or (540) 654-2424.
- VI. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts> will be used to house relevant procurement documents, including winning offeror's proposal.

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

I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish multiple contracts through competitive negotiations with qualified contractor(s) to provide flooring services, including installation, repair, and maintenance for all types of floor services, including sanding and refinishing of athletic flooring 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. An offeror is not required to provide all services to be considered for award, but preference will be given to those offerors who offer a wide range of services with a record of quality performance.

II. ORGANIZATION OVERVIEW:

The University of Mary Washington (UMW), 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 Washington 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

III. BACKGROUND:

This procurement represents a re-compete of the current UMW contract #UCPUMW 20-1109 originally awarded to Beautiful Floors and More, Your Floors, John Kevin Meade dba Rockwood Homes, and Southern Belle LLC. The current contract expires April 30, 2026. There has been an estimated annual spend of \$50,000 for these services which does not include Athletic Flooring refinishing. ***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. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at [https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules with foreword final August%202022.pdf](https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules%20with%20foreword%20final%20August%202022.pdf)), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.

A. 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.

- B. UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

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

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

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

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

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

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

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

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

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

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

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

4. **Number of Proposals Required:** One (1) printed original and one (1) electronic media version (Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password, or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (Flash Drive) clearly marked redacted copy must be submitted if required by the vendor.
5. **Proposal Formatting and Content:** Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be:
 - Prepared simply and economically, with the ability to be recycled
 - Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
 - Dual-side printed where practical
 - Bound in a single volume where practical
 - Straightforward and concise
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. All questions must be emailed to the Contract Officer.

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, and number of employees involved with on-site flooring installations.
3. Offeror shall complete and include within the proposal the following Attachments:
 - a. Attachment A, "Vendor Data Sheet"
 - b. Attachment B, "Small Business Subcontracting Plan"
 - c. Attachment C, "Pricing"
4. Offeror shall include within their proposal any additional information that will be beneficial to the University's evaluation.

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

VII. **STATEMENT OF NEEDS:**

As required by the University, the contractor shall provide services for installation, repair and maintenance of all types of flooring and bathroom surfaces, including, but not limited to Terrazzo, VCT

tile, Ceramic Tile, Marble, Hardware Flooring, including Athletic Floors, Carpet, Poured Seamless Floors and the abatement of asbestos flooring. The Contractor shall provide all labor, equipment, supplies and materials to perform all types of flooring installations, repairs and maintenance, including bath tile repairs and installations and asbestos floor tile abatement.

1. General Requirements:

- a. The Contractor shall accept for performance, upon terms, conditions and provisions set forth herein, such purchase orders as that may be issued for flooring, bath tile, or asbestos tile abatement projects.
- b. It is the intent of this contract that the trades furnished shall only be for work associated with floor repairs/maintenance/installation, bath tile repairs/maintenance/installation and asbestos tile abatements.

2. Specific Requirements:

- a. Within two (2) calendar days of receipt of a telephone or e-mail request from the University, the Contractor(s) shall visit the designated worksite to examine the site of the proposed work and to acquire a full understanding of the nature and scope of the project to be accomplished.
- b. Within three (3) calendar days or mutually agreed date, the Contractor shall deliver to the University a written estimate of the cost to complete the project. This estimate shall be on a form approved by the Contract Administrator and should include, at a minimum the following:
 - i. Types and quantities of labor and associated labor costs;
 - ii. A listing of materials required and estimated costs (Note: Material costs will be billed at Contractor's actual documented cost which cannot exceed the estimated cost).
 - iii. The number of working days to complete the work shall be provided.
 - iv. Estimated completion date. The starting and completion dates shall be agreed upon between the University and the Contractor and shall be reflected in the Agency Purchase Order.

Upon approval of the proposal by the University, an eVA Purchase Order shall be issued as authority to proceed with the project. The eVA Purchase Order shall incorporate the Contractor's estimate as a "not to exceed" cost and the agreed upon starting and completion dates no work shall be undertaken by the Contractor until such written Agency Purchase Order has been issued by the Agency.

- c. The University reserves the right to make or obtain other estimates prior to authorizing the Contractor to proceed in order to comply with the requirements of state regulations to determine price reasonableness. If the estimate is considered to not be reasonable, the Contractor will be asked to review their estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to obtain the work from another source.
- d. Contractor shall normally provide required services between the hours of 8:00AM and 5:00PM, Monday through Friday, holidays excluded; however, the University reserves the right to adjust Contractor's working hours whenever it is deemed to be in the best interest of the University. Such adjustment will be communicated to the Contractor twenty-four (24) hours before work is to begin.
- e. Contractor shall provide sufficient workforce to provide services required by the University within an acceptable timeframe in order to prevent unnecessary down time.
- f. All work which does not meet the University approval shall be corrected immediately.
- g. Contractor shall assign a coordinator to review all billings to assure complete and accurate information is provided along with appropriate documentation to support billing consistent with

contract requirements. This person shall act as the contact person with the University.

- h. Damages caused by the Contractor's negligence or nonfeasance shall be repaired at no cost to the University.
- i. Failure to meet the response time requirements established above without University concurrence may result in the Contractor being considered in default.

3. **Contractor Qualifications:**

- a. The Contractor shall hold a current Class "A" or "B" Contractor's License.
- b. The Contractor shall have a minimum of five (5) years of continuous experience in flooring, bath tile installation, and repair.
- c. The Contractor or their approved subcontractor shall have a current RFS Asbestos Contractor's License issued by the Commonwealth of Virginia.
- d. All Hard Tile Setters, Soft Tile Setters, Terrazzo Floor/Basin Mechanics, Carpet Installers, Marble Technicians, Poured Flooring Technicians, Furniture Movers and Asbestos Tile Personnel shall have a minimum of two (2) years of experience.
- e. The Contractor shall comply with all Building Codes, OSHA regulations, and all other applicable Federal, State and Local Laws, Ordinances, Rules, Regulations and Codes.
- f. Documentation for Asbestos Tile Abatement shall include:
 - A Copy of their Virginia Asbestos Contractor's License – this can be subcontracted with UMW's approval.
 - Name and location of the disposal site where the asbestos waste will be disposed with a copy of the manifest for asbestos waste transported to site provided for UMW records.

4. **Contractor Responsibilities:**

- a. The Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work and for adequately supervising them at the work site. Contractor shall be similarly responsible for all damages to persons or property that occurs as a result of its fault or negligence. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features that will overload or render useless any portion of the facility.
- b. The Contractor shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules, regulations and codes and are compatible with existing materials and equipment of the building involved. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project, except for any completed unit of the project which theretofore may have been accepted.
- c. The Contractor shall provide on-site supervision of all trades at all times work is in progress. This on-site supervision shall be empowered to act on behalf of the Contractor. This supervisor shall understand and speak English.

5. Reporting and Delivery Requirements:

- a. Department Vendor/Contractor Cards (non-photo ID cards):
All Vendors/Contractors must visibly wear a special UMW-issued ID card produced at the Eagle One ID Center. These special vendor/contractor cards will bear the name of the issuing University Department (e.g., Facilities Services) and a sequential number. Each Vendor must sign in each day and individually and checkout each day. Cards must be returned to the University Police Office upon completion of work. Vendors/Contractors are responsible for the replacement cost of lost cards.
- b. Keys shall be provided by the University to allow performance of the contract. The Contractor Supervisor shall be responsible for all keys assigned to unlock spaces and for the security of the Building. Contractor Supervisors shall not leave spaces open when not working in that area. Keys shall be picked up each workday from the location designated by the University. Keys are to remain on campus at all times and shall be returned to the designated location at the end of each workday. Contractor is responsible for replacement of lost keys and/or rekeying if necessary at no additional cost to the University.
- c. Contractor Supervisors shall be responsible for maintaining a daily log of work performed. Quality Control Inspections shall be conducted by the Contractor Supervisor no less than once daily and areas inspected noted on the log. The log shall be made available to an official representative of the University for inspection at all times. All complaints, discrepancies and requests and appropriate responses to same, shall be recorded in the log. Any items observed regarding needed facility maintenance, potential hazards, security breaches, or conditions that have a direct impact on the ability of the Contractor to perform under the terms and specifications of this contract, shall be recorded in the log. Any articles of perceived value that are recovered from University property, should be included in the daily log, and given to the University Contract Administrator.
- d. The Contractor Supervisor shall be responsible for the conduct and performance of the Contractor's employees, in addition to being in compliance with Terms and Conditions of this Contract.

6. Contractor Furnished Equipment and Supplies:

- a. Equipment: The Contractor is responsible for the provision of all equipment. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services and available to the contractor's employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements. Storage of equipment on campus will not be permitted, except that equipment may temporarily be left in buildings while work is being performed. The Agency will not accept liability for the loss or damage of equipment left unattended.
- b. Supplies: All supplies furnished by the Contractor shall be made available for inspection and approval for use by the Agency Coordinator. Sufficient supplies shall be maintained at all times and made available to the Contractor's employees for use in performance of required services.

VIII. CONTRACT ADMINISTRATION:

- A. The UMW Project Manager for Contract Services or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/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 Corporate Capability: Offeror's demonstrated ability to meet broad range of requirements identified in this solicitation. Includes referenced projects, past performance references, key personnel, and other experience related information provided within the proposal.	45
Pricing: Best available pricing and offered incentives, discounts, scholarships, rebates, etc.	35
Small Business (Maximum Points will be given to Registered Micro SWAM Vendors). Large Businesses will be assigned points based on demonstrated commitment to SWAM Subcontracting (Subcontracting Plan).	20
Total	100

X. GENERAL TERMS AND CONDITIONS:

Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: <https://www.adminfinance.umw.edu/procurement/umwcontractsandterms/>

XI. SPECIAL TERMS AND CONDITIONS:

A. **SOLICITATION:**

- ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 90 days from the due date of proposal submissions. 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. If the offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.
- 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 (www.eva.virginia.gov) for a minimum of ten (10) days.
- 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.
- AWARD – RFP:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s)

which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:

- a. a separate award of each item,
- b. an award of a group of items,
- c. an award either in whole or in part,
- d. a single award, or
- e. a multiple award

If this solicitation results in multiple awards, the University reserves the right to (i) issue a project or task directly to any awarded contractor when deemed in the University's best interest, or (ii) conduct a competitive selection among the awarded contractors for individual projects or tasks. The method of assignment will be determined by the University based on the nature, urgency, requirements, and the contractor capabilities.

5. **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.
6. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for ten thousand dollars (\$10,000) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than ten thousand dollars (\$10,000), or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No	270567143	Specialty	Flooring
Licensed Class B Virginia Contractor No		Specialty	

Licensed Class C Virginia Contractor No		Specialty	
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6. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods or services specified, and shall remain properly licensed during the life of the contract. Additionally, Offeror understand that they may be asked to provide proof of this licensure at any time by the University, if so requested.
7. **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.
8. **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.
9. **EXTRA CHARGES PROHIBITED:** The proposed prices 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. No additional add-on costs or fees beyond those identified within Contactor’s proposal submission will be permitted throughout the duration of the contract.
10. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are “Hazardous Substances” as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in § 136 of Title 7 of the United States Code, then the offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
11. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed bid/proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the bidder/offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or bids/proposals should be placed in the envelope.

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

12. **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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- 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).
13. **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.
14. **PREBID/PREPROPOSAL CONFERENCE: OPTIONAL:** An optional preproposal conference will be held at the University's Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
15. **PROCUREMENT MANUAL:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://www.purchasing.state.va.us>.
16. **QUALIFICATION OF OFFERORS:** UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any bid/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.

17. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
18. **SOLICITATION COMMUNICATIONS:** From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services via email to the Contract Officer named on the RFP cover page. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.
19. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your proposal submission certifies your understanding of the following:
 - a. It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
 - b. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
 - c. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its proposal submission or to the contract.
20. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation.

B. CONTRACT:

1. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, contractor shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
3. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon ninety (90) 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.

4. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - i. By mutual agreement between the parties in writing; or
 - ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - iii. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.
5. **CREDIT CARD PROCESSING FEES:** Any credit card processing fees associated with payments under this Agreement shall not exceed three percent (3%) of the total sale. Such fees are deemed fully included within the Contractor's loaded labor rates, unless identified as a separate add-on fee within the proposal.
6. **CONTINUITY OF SERVICES:**
 - a. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - 1) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

- 2) To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - 3) That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- 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.
- 7. CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.
- 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 UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.
 - 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.

If the offeror shall fail to provide this information on their proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the University in writing when requested to do so before or after the opening of proposals, the contractor shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and the proposal will not be

considered. If a offeror shall fail to obtain the required license prior to submission of their proposal, the proposal shall not be considered.

8. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
9. **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.
10. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:**

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

11. **DISCRIMINATION, DISPARATE TREATMENT or HOSTILE WORK ENVIRONMENT:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of any protected groups, classes or other categories to which they belong or are perceived to belong. These protected categories include race, ethnicity, national origin, age, pregnancy, disability, religion, veterans, gender, gender expression, or sexual orientation/identification. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who

participates in any investigation concerning harassment. <https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policyguides/soc-policy-1-60-attachment-a-offenses.pdf> Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

12. **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.
13. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation
14. **DELIVERY POINT:** All items shall be delivered F.O.B. destination point, or as directed by the University.
15. **DELIVERY VEHICLE IDLING:** While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.
16. **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.

17. **ECOLABELS AND STANDARDS:** The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with identifying and procure environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the [EPA site](#). The various Ecolabels, as identified by the EPA, are provided below:



18. **EMERGENCY RESPONSE NOTIFICATION:** In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any

personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed.

- 19. ENVIRONMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.
- 20. ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or release of hazardous substances, including, but not limited to, the cost of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, as a result of the storage, accumulation or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state, or local standards, requirements, law, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of this Contract or related activities, shall be paid by the Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.
- 21. 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.
- 22. EXTRA CHARGES PROHIBITED:** The proposed prices 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. No additional add-on costs or fees beyond those identified within Contractor's proposal submission will be permitted throughout the duration of the contract.
- 23. FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with § 2.2-4200 and § 2.2-4201, during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.
- 24. FIRE MARSHALL REQUIREMENT:** Absolutely no items are to be left/stored in hallways, stairways or blocking any egress.
- 25. FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
- 26. FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER:** Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:



- 27. **FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
- 28. **INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at their own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.
- 29. **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.
- 30. **MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) REGULATION COMPLIANCE:** Contractor's storage of motorized or hydraulic equipment on the UMW campus, either overnight or for a longer period of time, must utilize an absorptive spill pad (to isolate and contain small drips or leaks that may occur) with complete coverage beneath the vehicle or equipment undercarriage.
- 31. **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:

- 32. **NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.
- 33. **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.
- 34. **OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.
- 35. **PAYMENT TERMS:**

- a. To Prime Contractor:
 - i. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - ii. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - iii. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - iv. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).
- b. To Subcontractors:
 - i. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- c. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 - i. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - ii. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

36. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI-Other Services. Price increases are only authorized at time of exercise of option. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 30 days advance notice of any price increase to the procurement office. Any approved price changes will be effective only at the beginning of the next

exercised option period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the University; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- 37. 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 they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as the contractor is for the acts and omissions of his own employees.
- 38. PROCUREMENT MANUAL:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendor's and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://www.pur.gov>.
- 39. PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- 40. PROHIBITION OF HAZARDOUS MATERIALS:** The use of hazardous material is prohibited in support of this Contract. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.
- 41. 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.
- 42. RENEWAL OF CONTRACT:** This contract may be renewed by the University for five (5) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - i. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the category of CPI-Other Services section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - ii. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the CPI-Other Services section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 43. SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of their company's safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

- 44. 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.
- 45. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- a. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 - b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 - c. Each prime contractor who wins an award valued over \$200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- 46. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 47. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- 48. STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment,

vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

- 49. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 50. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 51. 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.
- 52. 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 for review on the [Title IX web page](#).
- 53. USE OF RECHARGEABLE BATTERIES:** Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.
- 54. USE OF RECYCLED MATERIALS:** Notwithstanding the prohibition against used, damaged, or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture and shipment of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. For each flooring project bid under the contract, the use of recycled materials may be part of the basis for evaluation of the bid. For each flooring project, the contractor shall provide the following information in this regard:
- i. Do any of the goods offered contain recycled materials?
 - ii. If so, please qualify the recycled material content. (i.e., percentage of post-consumer waste used in the manufacture of new goods; Forest Stewardship Council (FSC) certification, etc.)
- 55. WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one year following installation or commercial warranty period whichever is greater. Should any defect be noted by the owner, the Procurement Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the University and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the University may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- 56. WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces,

resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

- 57. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under a time and material flooring project, the contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor categories, the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall maintain an "hours worked" log adequate for the contract administrator to confirm labor hours.
- 58. WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- 59. WORK SITE USE:** The Contractor expressly undertakes, either directly or through its subcontractors:
- a. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
 - b. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
 - c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
 - e. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
 - f. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

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

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.dca.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 - VENDOR DATA SHEET

A. Corporate Capability:

The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements – please provide adequate detail to document the following:

1. Name/Address, Point of Contact (phone number and email) for the Office proposed that will provide the services requested:

*Your Floors Inc - 1327 Alum Spring Rd Fred, VA 22401
540.379.9444 - George Wood - gwood207@hotmail.com*

2. How many years in business providing this type of service?

18 yrs EXP - 20 yrs in business

3. Specify the flooring specialties provided by the company (e.g., carpet, LVT, hardwood, epoxy, tile):

Carpet, tile, LVP, Hardwood, LVT

4. Offeror’s approximate average annual installation square footage for all projects:

5. Types of industries served (commercial, government, healthcare, education, retail, etc.):

Homeowners, government, schools, retail, healthcare

6. Identify certifications and licenses held by Offeror that are relevant to flooring installation, to include any manufacturer approved installation certifications:

B. Proposed Key Personnel: Identify proposed Key Personnel for this tasking:

Named Individual	Contract Labor Category	Years of Experience	Years with Company	List any Certifications and Attach Copies
<i>George Wood</i>	<i>Supervisor/owner</i>	<i>48</i>	<i>20</i>	
<i>Chris Boyd</i>	<i>Supervisor/owner</i>	<i>35</i>	<i>20</i>	
<i>Memix Rivas</i>	<i>Supervisor/mech</i>	<i>25</i>	<i>20</i>	
<i>Geysan Rivas</i>	<i>mechanic/All</i>	<i>20</i>	<i>20</i>	
<i>Anibal Garcia</i>	<i>mechanic/All</i>	<i>20</i>	<i>20</i>	
<i>Daniel Nager</i>	<i>mechanic/All</i>	<i>20</i>	<i>20</i>	
<i>Eric Allison</i>	<i>Hardwood/mech</i>	<i>25</i>	<i>20</i>	
<i>Jay Allison</i>	<i>Hardwood/mech</i>	<i>20</i>	<i>20</i>	

C. Past Performance: Provide at LEAST 3 references of current or recent past clients, preferably from higher education. Additional references may be included using the same format. UMW reserves the right to contact each reference provided.

Reference #1	
Customer/Agency Name & Address	<i>Germania Community College</i>
Contact Name	<i>Gariand Fenwich</i>
Email	<i>gfenwich@germania.edu</i>
Phone #	<i>540.423.9046</i>
Solution Provided	<i>Furnished & Installed Floor Coverings</i>

Past Performance

Reference #2	
Customer/Agency Name & Address	Stafford Schools
Contact Name	JEFF SULLIVAN
Email	Sullivanjm@StaffordSchools.net
Phone #	540.654.9000
Solution Provided	Furnished & installed floor coverings

Past Performance

Reference #3	
Customer/Agency Name & Address	
Contact Name	
Email	
Phone #	
Solution Provided	

D. Other Information:

1. Specify any awards, recognitions, or manufacturer endorsements:

2. Identify any environmentally friendly adhesives or materials utilized, and describe methods for disposal of old flooring materials:

All adhesives used are environmentally friendly. We use plastic and cleaning resources when applicable & dispose of old flooring at proper facilities.

3. Describe site protection, dust control, and cleanup procedures:

4. Include any warranty terms for both labor and materials:

1 year Labor warranty (see Terms & Conditions)

5. Using the format below, provide a summary of at least three (3) flooring projects over the past three (3) years to include a description of the scope of work for the project, size, type of surface, type of facility (office, athletic, industrial, etc.), customer name, date(s) each project was performed. Identify those projects associated with higher education.

PROJECT #1

Customer Name	
Brief Description of Work	
Type of Facility	
Surface Type	
Square Footage	
Date(s) Project Performed	

PROJECT #2

Customer Name	
Brief Description of Work	
Type of Facility	
Surface Type	
Square Footage	
Date(s) Project Performed	

PROJECT #3

Customer Name	
Brief Description of Work	
Type of Facility	
Surface Type	
Square Footage	
Date(s) Project Performed	

6. Identify two (2) projects specifically associated with Athletic related flooring completed within the past three (3) years, to include a description of each project's scope of work, type of surface, customer name, and date(s) the work was completed.

Customer Name	Spotsylvania County Schools
Brief Description of Work	Furnished & installed for gym w/ painted lines
Surface Type	VCT
Square Footage	5000
Date(s) Project Performed	

Customer Name	
Brief Description of Work	
Surface Type	
Square Footage	
Date(s) Project Performed	

7. Specify if Offeror accepts credit card payments, and if there are any limits to the amount of each purchase.

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://dsbsd.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: Your Floors Inc.

Preparer Name: George Wood Date: 02-25-26

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.: LD4824 Expiration Date: 3.1.2028

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 (\$)
N/A					
Total Planned Subcontracting Spend (\$)					

ATTACHMENT C – PRICING: FOR EVALUATION PURPOSES

Offeror shall complete the following pricing table with fully loaded hourly labor rates for those categories the Offeror will provide during the performance of the contract.

Category	Classification	Estimated Number of Hours	*Fully Loaded Labor Rates	Total (Hours x Proposed Fully Loaded Labor Rate)
Ceramic Tile Supervisor	Regular Hours	300	\$ 85.00	\$ 25,500.00
	Overtime Hours	30	\$ 130.00	\$ 3,900.00
Ceramic Tile Mechanic	Regular Hours	300	\$ 75.00	\$ 22,500.00
	Overtime Hours	30	\$ 110.00	\$ 3,300.00
Ceramic Tile Helper	Regular Hours	3	\$ 55.00	\$ 165.00
	Overtime Hours	30	\$ 85.00	\$ 2,550.00
Terrazzo Flooring Supervisor	Regular Hours	40	\$ 125.00	\$ 5,000.00
	Overtime Hours	12	\$ 185.00	\$ 2,220.00
Terrazzo Flooring Mechanic	Regular Hours	40	\$ 110.00	\$ 4,400.00
	Overtime Hours	12	\$ 130.00	\$ 1,560.00
Terrazzo Flooring Helper	Regular Hours	40	\$ 75.00	\$ 3,000.00
	Overtime Hours	12	\$ 85.00	\$ 1,020.00
Marble Flooring Supervisor	Regular Hours	40	\$ 105.00	\$ 4,200.00
	Overtime Hours	4	\$ 160.00	\$ 640.00
Marble Flooring Mechanic	Regular Hours	40	\$ 90.00	\$ 3,600.00
	Overtime Hours	4	\$ 140.00	\$ 560.00
Marble Flooring Helper	Regular Hours	40	\$ 55.00	\$ 2,200.00
	Overtime Hours	4	\$ 85.00	\$ 340.00
VCT Tile Supervisor	Regular Hours	150	\$ 85.00	\$ 12,750.00
	Overtime Hours	15	\$ 120.00	\$ 1,800.00
VCT Tile Mechanic	Regular Hours	150	\$ 70.00	\$ 10,500.00
	Overtime Hours	15	\$ 100.00	\$ 1,500.00
VCT Tile Helper	Regular Hours	150	\$ 50.00	\$ 7,500.00
	Overtime Hours	15	\$ 75.00	\$ 1,125.00
VAT Abatement Supervisor	Regular Hours	100	\$ _____	\$ _____
	Overtime Hours	16	\$ _____	\$ _____
VAT Abatement Mechanic	Regular Hours	100	\$ _____	\$ _____
	Overtime Hours	16	\$ _____	\$ _____
VAT Abatement Helper	Regular Hours	100	\$ _____	\$ _____
	Overtime Hours	16	\$ _____	\$ _____
Poured Flooring Supervisor	Regular Hours	80	\$ _____	\$ _____
	Overtime Hours	8	\$ _____	\$ _____
Poured Flooring Mechanic	Regular Hours	80	\$ _____	\$ _____
	Overtime Hours	8	\$ _____	\$ _____
Poured Flooring Helper	Regular Hours	80	\$ _____	\$ _____
	Overtime Hours	8	\$ _____	\$ _____
Hardwood Flooring Supervisor	Regular Hours	120	\$ 85.00	\$ 10,200.00
	Overtime Hours	12	\$ 110.00	\$ 1,320.00
Hardwood Flooring Mechanic	Regular Hours	120	\$ 75.00	\$ 9,000.00
	Overtime Hours	12	\$ 110.00	\$ 1,320.00
Hardwood Flooring Helper	Regular Hours	120	\$ 50.00	\$ 6,000.00
	Overtime Hours	12	\$ 75.00	\$ 900.00
Gymnasium Flooring Supervisor	Regular Hours	120	\$ _____	\$ _____
	Overtime Hours	12	\$ _____	\$ _____
Gymnasium Flooring Mechanic	Regular Hours	120	\$ _____	\$ _____
	Overtime Hours	12	\$ _____	\$ _____
Gymnasium Flooring Helper	Regular Hours	120	\$ _____	\$ _____

	Overtime Hours	12	\$ _____	\$ _____
Carpet Supervisor	Regular Hours	40	\$ 85.00	\$ 3400.00
	Overtime Hours	3	\$ 130.00	\$ 390.00
Carpet Mechanic	Regular Hours	40	\$ 75.00	\$ 3000.00
	Overtime Hours	3	\$ 112.00	\$ 330.00
Carpet Helper	Regular Hours	40	\$ 50.00	\$ 2000.00
	Overtime Hours	3	\$ 75.00	\$ 225.00
Furniture Mover	Regular Hours	40	\$ 100.00	\$ 4000.00
	Overtime Hours	3	\$ 110.00	\$ 330.00
Torginol Technician	Regular Hours	40	\$ _____	\$ _____
	Overtime Hours	40	\$ _____	\$ _____
Administrative Support	Regular Hours	40	\$ 75.00	\$ 3000.00
	Overtime Hours	1	\$ 100.00	\$ 100.00
% Discount on Contractor's material costs			M/A %	

* The fully loaded labor rate is intended to cover travel, credit card charges, eVA fees, etc; however, if there are add-on costs proposed that are not included in the fully loaded labor rate, they must be included within the table below. No additional add-on costs beyond those identified at time of proposal submission will be permitted through the duration of the contract.

Additional Ad-on Costs

DESCRIPTION	AMOUNT

ATTACHMENT D - SWAM SUBCONTRACTING SPEND REPORTING

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



Administration and Finance

Procurement Services

Navigation menu: Laws, Policies and Procedures | Buyer Resources | SPCC | Technology Purchases | **Vendors** | UMW Supplier Expo

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

Policy Reports
UMW's Expenses

QUICK LINKS
Forms
DSBSD - SWaM
Contracts
Contact Us

SWaM Subcontractor Reporting

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

Vendor * **Contract Number**

Please enter the name of the COMPANY Please enter the CONTRACT NUMBER

Name *

FIRST LAST

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

Upload Spreadsheet/Document ← Upload Document - Excel or Word only

Manual Input ← Manually type information for each sub-contractor

ATTACHMENT E

RFP UCPUMW 26-2065 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 2:00 P.M., February 20, 2026. All Questions must be directed toward the Procurement Officer for this solicitation: Kenneth Manahan, kmanaha2@umw.edu.
- Proposal Due Date: 2:00 p.m., March 10, 2026 - Proposals submitted after the time as indicated by the official Procurement clock will NOT be accepted.
- All proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum. If sending the proposal by mail, the address to send the proposal to is located on the RFP Cover Page.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

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/Information to include within proposal submission:

- Completed and signed RFP cover page.
- Any/All signed addenda.
- Electronic Copy of Proposal (Original and, if necessary, Redacted)
- Description of the Offering firm's history and expertise.
- Completed Attachment A, Offeror Information Sheet.
- Completed Attachment B, Small Business Subcontracting Plan.
- Completed Attachment C, Pricing.
- Note within proposal any exceptions taken to University's Terms and Conditions.
- Current Certificate of Liability Insurance

TERMS AND CONDITIONS

1. As with building or remodeling projects, you can expect to have a little touch-up work when installation is completed, especially paint touch-up.
2. Please remove all breakable items such as ashtrays, vases, lamps, dishes, books, plants etc. and remove all items from china cabinets.
3. Customer is responsible for detaching and reconnecting any electrical wiring such as stereo and T.V. wires, computers, etc..
4. Please empty any water beds, strip other beds, and remove items from the closet floors.
5. We will not disassemble or reassemble items such as pianos, pool table, aquariums, wood stoves, etc. that require moving. Please have these items moved before the installers arrive.
6. Door cutting: We will cut interior wooden doors for a fee. We will not cut exterior doors or metal doors.
7. Carpet seams are inevitable, and may not be invisible.
8. In kitchens, please disengage all gas appliances and make arrangements for them to be reconnected after installation.
9. Vinyl Seams: Seams in patterns where no straight grout line exists will be noticeable. Vinyl seams require a topically applied seal that is not invisible.
10. Vinyl floors that receive underlayment cannot be guaranteed that the underlayment seams will not slightly telegraph.
11. Please be sure the power is on for the installer's electric tools, and the temperature is at least 65 degrees.
12. All materials are guaranteed as first quality; however, buyer understands that there may be a dye-lot variation from sample.
13. Warranty of Labor is for one (1) year from the date of installation.
14. Unforeseeable repairs to subsurface will be addressed when discovered and are not covered herein unless specified.
15. Hardwood floors are going to have some minor defects and the finish should not be expected to be of furniture quality. Inspection must be from the standing position.
16. Your Floors Inc. cannot be responsible for unforeseeable incidental or consequential damages such as lost time from work, etc.
17. A 10-15% waste factor on all material is to be expected and is not refundable.
18. Your Floors will not be responsible for any incidents related to the existing condition of any plumbing fixtures, flanges, connections etc..
19. As with most construction and remodeling projects there is a certain amount of dust that can be expected and is the customer's responsibility. Your Floors Carpet One will not be responsible for the dust and/or cleaning ventilation systems.
20. Customer may not request changes after the contract is signed unless the office is contacted to discuss additional charges.
21. Shade variations will vary from batch to batch & dye lot to dye lot. Each tile can be different variations. Your Floors Inc. cannot guarantee an exact match to samples.
22. Customer has received warranty information.

Customer Signature: _____ Date _____

TERMS AND CONDITIONS

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
05-31-2026

NUMBER
2705107143

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CIC HIC



YOUR FLOORS INC
1327 ALUM SPRING ROAD
FREDERICKSBURG, VA 22401



K. S. Slt
KATHLEEN S. SLOAN

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CIC HIC
NUMBER: 2705107143 EXPIRES: 05-31-2026

YOUR FLOORS INC
1327 ALUM SPRING ROAD
FREDERICKSBURG, VA 22401



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

From: [G Wood](#)
To: [Kenneth Manahan \(kmanaha2\)](#)
Subject: Addendum-1
Date: Thursday, March 19, 2026 11:40:50 AM
Attachments: [ucpumw26-2065-4.pdf](#)

Mr. Manahan,
Please see attached.

Thank you,
Tracy Reaver
Your Floors Inc.
Billing Department
540.368.1922

17 March 2026

Your Floors Inc.
1327 Alum Spring Road
Fredericksburg, VA 22401
Attn: Mr. George Wood

Subject: Request for information

Reference: University of Mary Washington RFP #UCPUMW 26-2065, Flooring Services

Dear Mr. Wood:

Based on an initial review of your proposal submitted in response to RFP #UCPUMW 26-2065, you are requested to provide the following information by 2:00 p.m., Friday, March 20, 2026. Your response shall be emailed to the undersigned at kmanaha2@umw.edu:

1. A signed Addendum 1 – this is posted to eVA.
2. In Attachment A, Section D, "Other Information", #5, offerors are asked to "provide a summary of at least three (3) flooring projects over the past three (3) years to include a description of the scope of work for the project, size, type of surface, type of facility (office, athletic, industrial, etc.), customer name, date(s) each project was performed. Identify those projects associated with higher education". Your Floors did not include any information in this section. In your response to this letter, only include the three projects and requested information for each in the format below, you are not to resubmit the entire Attachment A.

PROJECT #1

Customer Name	SHARFORD School / ATI
Brief Description of Work	Demol & Replace CARPET & VCT
Type of Facility	High School
Surface Type	CARPET & VCT
Square Footage	18,722 Sq Ft
Date(s) Project Performed	3.19.2025

PROJECT #2

Customer Name	Hilton Garden Inn
Brief Description of Work	Demo Existing Carpet & Covebase Install Carpet, Covebased transitions
Type of Facility	Hotel
Surface Type	Carpet tiles & Vinyl Covebase
Square Footage	3, 4, 5 & 6 th Floor - 32,272 sq ft (2nd Floor 5,000 sq ft (1st Floor - 4,000 sq ft)
Date(s) Project Performed	12.16.2025

PROJECT #3

Customer Name	Stafford School Elem. (Anthony Bueus)
Brief Description of Work	24 Bathrooms Install Ceramic
Type of Facility	School
Surface Type	Ceramic
Square Footage	1124 sq ft
Date(s) Project Performed	07.19.2025

Sincerely,

Kenneth R Manahan

Kenneth R. Manahan
Sr. Contract Officer
University of Mary Washington

Customer Name	Hilton Garden Inn
Brief Description of Work	Demo Existing Carpet & Covebase Install Carpet, Covebased transitions
Type of Facility	Hotel
Surface Type	Carpet tiles & Vinyl Covebase
Square Footage	3, 4, 5 & 6 th Floor - 32,272 sq ft (2nd Floor 5,000 sq ft (1st Floor - 4,000 sq ft)
Date(s) Project Performed	12.16.2025