

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: January 29, 2015 **COMMODITY CODE(S):** 91551, 83829, 96218
RFP NUMBER & TITLE: RFP 15-363 Internet Service Provider
ISSUING AGENCY & ADDRESS: University of Mary Washington
Procurement Services, Eagle Village Executive Offices, Suite 480
1125 Jefferson Davis Hwy., Fredericksburg, VA 22401
WORK LOCATION: Fredericksburg, Virginia
PROPOSAL DUE DATE & TIME: **February 19, 2015; @ 2:00PM EST**
PRE-PROPOSAL CONFERENCE: Optional Mandatory N/A **PRE-PROPOSAL LOCATION:** 1801 College Avenue,
Information Technology
Convergence Center Room 307,
Fredericksburg, VA 22401
PRE-PROPOSAL DATE/TIME: Monday, February 9, 2015; 2:00PM EST
CONTRACT OFFICER: Michelle Miller **EMAIL:** mmiller8@umw.edu
PERIOD OF CONTRACT: Date of award through five (5) years with five (5) one-year renewals, or as negotiated.

QUESTIONS/INQUIRIES: All inquiries for information should be directed via email to the contract officer listed above, referencing the solicitation by name and number. No questions will be accepted after **February 12, 2015 @ 2:00PM EST**.

PROPOSALS: Sealed Proposals must reach the above address and department by the deadline stated in order to be considered. It is the responsibility of the offeror to ensure that the proposal is submitted in a package that clearly identifies the contents as a proposal submission in response to this RFP. Also reference section VI herein. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information; Reference Section VI.A.3 stipulations. All resulting contracts will be made available through UMW's Public Contracts Gateway <https://umw.cobblestonesystems.com/public/>.

In Compliance With This Request For Proposal 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 The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation and the Undersigned Firm hereby certifies that all information provided below and in schedule or attachment of this document is true, correct and complete.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL.

Name of Offering Firm: _____
Address of Offering Firm: _____
Check All That Apply: Micro Business Small Business Woman-Owned Business Minority-Owned Business
RFP Notification received via: eVA Newspaper Other: _____
DSBSD Certification No.: _____ Expiration Date: _____
Virginia Contractor License No. : _____ Class: _____
Specialty Codes: _____ SCC No.: _____
eVA Vendor ID or DUNS No.: _____ FEIN: _____
Submitted By (Print Name & Title): _____
Email: _____ Telephone: _____
Website: _____ Fax: _____
Signature (In Ink): _____ Date: _____

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 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.

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- I. **PURPOSE:** The University of Mary Washington, (herein referred to as “UMW”, or “the University”), an agency of the Commonwealth of Virginia, is seeking proposals from one qualified Vendor to provide a primary, reliable high speed Internet connection.
- II. **ORGANIZATIONAL OVERVIEW:** The University of Mary Washington is a coeducational, state-supported institution of the Commonwealth of Virginia enrolling a total of approximately 5,000 undergraduate and graduate students. The institution currently consists of three academic campuses and three colleges – Arts and Sciences, Business and Education. Additional information is available at: <http://www.umw.edu/about/>.
- III. **BACKGROUND:** The University has been using Cox Internet Service Provider since 2008 to provide primary internet circuits to both the UMW Fredericksburg Campus and Stafford Campus. The current connectivity design is as follows:

Each circuit is connected on each campus to a UMW owned router. Each circuit is then connected over Cox’s fiber optic network to Cox’s central office, located at 138 Brickert St., Fredericksburg, VA 22405. Each circuit is then connected to a single UMW owned router in Cox’s central office. The UMW owned router is then connected to Cox’s network equipment in the central office, which is connected to the internet.

Vendors are encouraged to submit their own designs for achieving connectivity for these two campuses. A map of the Fredericksburg campus can be found at <http://www.umw.edu/visitors/> and Stafford Campus map at <http://www.umw.edu/visitors/stafford-campus/>.

- IV. **SCOPE OF SERVICES (STATEMENT OF WORK):** The Contractor shall furnish all labor, materials, equipment, supervision, etc. to provide services to the University of Mary Washington as stated in this Scope of Services.

A. Detailed Needs:

- 1. Demand for internet bandwidth continues to grow at a fast rate each year. Due to this growth, UMW desires to partner with a Vendor who can provide a robust and reliable Internet connection solution for two of its campuses with 99.9% availability that can be easily and quickly scaled as bandwidth needs grow. The initial connection speed will depend on pricing, but UMW desires to start with a connection speed of 200 Mb/s.

Site 1: The University of Mary Washington, Fredericksburg Campus
Address: 1301 College Avenue, Fredericksburg, VA, 22401
Circuit Speed: 200Mb/s

Site 2: University of Mary Washington, Stafford Campus
Address: 121 University Boulevard, Fredericksburg, VA, 22406
Circuit Speed: 30Mb/s

B. General Requirements:

- 1. The Vendor will not utilize any Type 2 services in its provisioning.
- 2. All circuits must be delivered via Ethernet over SONET.
- 3. The Vendor must be MEF 9 and MEF 14 certified.

C. Response Requirements: Proposals for both circuits should include the following detailed information:

- 1. A description of where the circuit will enter the UMW Campus.
- 2. A description of the “last mile” cabling technique (e.g. buried, conduit, aerial) to be used for the circuit.
- 3. A description of the central office (CO) location where the Vendor connection will originate.
- 4. A copy of the Vendor Service Level Agreement, specifically including details concerning outages.
- 5. Contact information and hours of operation for Vendor’s Network Operations Center.
- 6. A timeline for installation and acceptance testing.
- 7. An estimate of the timeline required for any future upgrades to a higher bandwidth.
- 8. An overview of how Vendor connection can be scaled beyond 1Gb/s, up to 10 Gb/s in the future if necessary.

V. COST PROPOSAL

- A. Complete the Cost Proposal Table on Attachment I.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS FOR PROPOSAL PREPARATION:

1. All information requested must be submitted. Failure to submit all information requested may result in the purchasing vendor requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Offerors may be given an opportunity to correct a deficiency in their proposals, within an appropriate period of time, as determined by the purchasing office. Offerors who fail to submit required documentation or meet mandatory requirements, in such time for evaluation purposes may be eliminated from further consideration.
2. 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. The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal. 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, to waive minor informalities, or to negotiate with all responsible vendors in any manner necessary to serve the best interests of the University. However, the University has the right to accept the best proposal as submitted, without negotiation, and may do so; therefore, vendors should not rely on having a chance to negotiate and adjust their proposals.
3. Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. *However, 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.*
 - a. *Please note that UMW's Public Contract Gateway will publish contract documents, in their redacted digital version as provided by the contractor. No contractor-indicated proprietary data, in compliance with the stipulations detailed above, will be made publically available by UMW.*
4. In order to be considered for selection, Offerors must submit a complete response to the RFP. If proposal is submitted in person, one (1) original and four (4) electronic media version (DVD, CD, Flash Drive) of each proposal must be submitted to the university. If your proposal includes proprietary information and you are invoking protection from disclosure under § 2.2-4342F of the Code of Virginia, *you must submit one (1) redacted copy of the proposal clearly marked with the words "REDACTED COPY" on the cover. No other distribution of the proposals shall be made by the offeror.*
5. Proposals should be as thorough and detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following information/items as part of a complete proposal:
 - a. The RFP Cover sheet, and any addenda, must be completed and signed by an authorized representative (able to be contractually obligated) of the offering vendor and returned with the RFP package.
 - b. A brief background statement describing the company should be enclosed.
 - c. Specific Format: Proposals, in accordance with the university's sustainability initiatives, must be prepared simply, economically, and with the ability to be recycled. A simple staple, a binder clip, or if necessary, a re-usable 3-ring binder are all university-preferred methods to hold dual-side printed proposal documents. Only send the quantity of copies requested in the RFP. It is preferable that semi-permanent bindings made of non-recyclable materials (i.e. plastic combs, spiral wire) are not used to bind documents. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. Emphasis should be on completeness and clarity of content; providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP.
6. Include any other information which the vendor feels the university should consider in evaluating its proposal.
7. Vendors 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 vendor 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 should be complete.

B. SPECIFIC SUBMISSION REQUIREMENTS FOR THE RFP PACKAGE: The Offeror should provide the following information tabbed as follows:

1. General statement regarding Vendor's operational expertise, describing the firm's capability to provide a successful product if awarded that includes but is not limited to the following:
 - a. A brief description and history of the firm including whether it is a corporation, partnership, or sole proprietorship. Describe the Vendor's background, nature and scope of its operation including how long the firm has been doing business, a description of the full range of products offered by the Vendor, and how many years the firm has provided similar applications as proposed.
 - b. Provide a brief description of the firm's experience in providing similar services or products for institutions of higher education, state agencies, or other governmental entities.
 - c. Provide at least three (3) current or recent references, preferably from higher education, where Vendor has provided similar services. Information should include the name of the company, a contact name, a phone number, and an email address if available. If more than three references are available, feel free to list any additional clients.
 - d. Provide any additional information that the offeror feels should be considered when evaluating their proposal.
2. Additional Locations (**Optional**): The principal purpose of this RFP is to provide two primary internet circuits to the UMW Fredericksburg Campus and Stafford Campus. Cox also currently provides service to the satellite locations listed below. If the Vendor is able to and would like to provide service to these additional locations, please describe the Vendor's design, plan, and cost for providing these services. Optional Locations to include:
 - a. Belmont - 224 Washington Street, Falmouth, VA 22405
 - b. James Monroe Museum and Memorial Library – 908 Charles St., Fredericksburg, VA, 22401
 - c. Cornell House – 915 Monroe St., Fredericksburg, VA, 22401
 - d. 1104 College Avenue, Fredericksburg, VA, 22401
 - e. 1125 Jefferson Davis Highway Suite 200, Fredericksburg, VA, 22401
3. Submit a copy of any license or master services agreement requiring signature before commencement of services with proposal submission for UMW to review.
4. **Master Services Agreement:**
 - a. **Any relationship as a result of this RFP will be governed by a Master Services Agreement that the Vendor must execute with the University. If it is determined by the University that any part of this RFP is in conflict between the terms of the Master Services Agreement and this RFP, the terms of the Master Services Agreement shall prevail. Any resulting SOW shall utilize the template included in the Master Services Agreement.**

Vendors should review the MSA (Attachment V) and if there are any proposed changes, submit a Word format redline markup as part of the RFP response.

VII. VENDOR SUBMISSION CHECKLIST:

- A.** Complete Vendor Proposal submissions should include:
1. Completed and Signed RFP Cover Sheet
 2. Any Addenda signed, if issued
 3. Completed Attachments
 4. One redacted proposal copy if necessary
 5. One (1) original and four (4) electronic copies of the proposal
 6. Detailed statements or answers to each section in the Scope of Services
 7. Specific Proposal Submission Requirements stated in VI.B

VIII. TIME LINES AND KEY DATES:

- A. Optional Pre-Proposal Conference: February 9, 2015; 2:00PM EST
- B. Questions from Offerors accepted only through February 12, 2015; 2:00PM EST
- C. Proposals are Due: February 19, 2015; 2:00PM EST
- D. Initial Evaluations complete & Score Sheets due: February 26, 2015
- E. Tentative Proposal Clarifications and/or presentations (save the date): March 4-11, 2014
- F. Tentative Negotiations to be complete by March 20, 2015
- G. Tentative Award/Intent to Award: March 24, 2015
- H. Tentative Commencement of Contract (signed): April 3, 2015
- I. System "Go Live" Date: no later than July 31, 2015

IX. EVALUATION AND AWARD CRITERIA: The selected vendor(s) must have the demonstrated ability to successfully conduct the type of work specified in the objectives.

- A. Evaluation Criteria: Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Total Cost including installation, maintenance, etc.	35
Vendor Qualifications (experience in providing service to similar entities)	25
Service Level Agreement	20
Implementation Timeline (includes installation and testing)	15
Small Business Subcontracting Plan	5
Total	100

- B. Award of Contract: 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 vendor shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The University reserves the right to make multiple awards as a result of this solicitation. The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

X. CONTRACT ADMINISTRATION:

- A. The Chief Information Office (CIO), 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 Purchasing Department.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University Purchasing Department through a written two-party modification to the contract.

XI. 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: <http://adminfinance.umw.edu/procurement/files/2014/11/UMW-General-Terms-and-Conditions-Nov14.pdf>

XII. SPECIAL TERMS AND CONDITIONS:

PREPROPOSAL CONFERENCE - OPTIONAL: An optional pre-proposal conference will be held on **MONDAY FEBRUARY 9, 2015 at 2:00PM** in the **INFORMATION TECHNOLOGY CONVERGENCE CENTER ROOM 307, 1801 COLLEGE AVENUE, 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.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties that UMW shall be bound hereunder only to the extent of funds available or which hereafter may become available for the purpose of this agreement.

CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the contract officer whose name appears on the face of the solicitation no later than five (5) days prior to the due date for receipt of proposals. Any revisions to the solicitation and any answers to questions posed by offerors will be made only by written addendum issued by the contract officer and posted on eVA (VBO).

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

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

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. 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.

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

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

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Bidder/Offeror's bid or proposal package.

The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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

DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
2. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

E-VERIFY PROGRAM: Effective 12/1/2013, and pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 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.*

EXTRA CHARGES PROHIBITED: Submitted pricing for products and services shall be complete; and must include but not be limited to the following: applicable freight, installation, credit card use fees, and any other charges; all shall be identified by line item. Any other charges invoked by the contractor shall not be honored or paid. These charges, for example, shall include but not be limited to, any associated eVA fees. The Commonwealth expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via credit card for invoices \$50,000.00 or less.

FORMAL SOLICITATION COMMUNICATIONS/DISQUALIFICATION OF OFFERORS: Informal Communications - From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the University rejects all proposals, informal communication regarding this procurement shall cease. Informal communication shall include, but not be limited to:

- a. Requests from Offerors to any departments of the University, with the exception of Purchasing, for information, comments, etc.
- b. Requests from any department at the University of any employee of the Offeror, with the exception of Procurement Services, for information, comments, etc.
- c. Contact with any individuals participating on the selection committee.

Formal Communications - From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Offeror, and all other Offerors have been notified, or when the University rejects all proposals, all communications between the University and the Offerors will be formal as provided for in this RFP or as requested by Procurement Services. Formal communication shall include, but not be limited to:

- a. Pre-proposal conference
- b. Oral presentation, if requested
- c. Site visits, etc.

ANY FAILURE TO ADHERE TO PROVISIONS SET FORTH ABOVE MAY RESULT IN THE REJECTION OF ANY OFFERORS PROPOSAL AND CANCELLATION OF THIS REQUEST FOR PROPOSAL.

IDENTIFICATION OF PROPOSAL ENVELOPE: FOR EXAMPLE ONLY

The signed proposal should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package). The envelope should be addressed as directed on Page 1 of the solicitation.

FROM: _____	_____
Name of Offeror	Proposal Due Date & Time
_____	_____
UMW RFP Number	UMW RFP Title
_____	_____
Street#/Name or PO Box#	City, State, Zip Code

INDEPENDENT CONTRACTOR RELATIONSHIP: All persons employed by the Contractor in connection with the provision of Services shall be employees of the Contractor and not the University. 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 and 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, be considered or otherwise deemed to be employees or agents of the University for any purpose whatsoever. Accordingly, neither the Contractor nor any of its employees or agents shall have the authority to enter into any contract for or on behalf of the University or otherwise bind the University in any manner whatsoever

LATE PROPOSALS: To be considered for selection, proposals must be received in the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal service, private couriers, or the intradepartmental University mail system. It is the sole responsibility of the Vendor to insure that its proposal reaches the issuing office by the designated date and hour.

OFFEROR'S REPRESENTATION: Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

PROPOSAL ACCEPTANCE PERIOD: Any proposal submitted in response to this solicitation shall be valid for one hundred twenty (120) days. At the end of the 120 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for five (5) one-year successive periods, or as negotiated, under the terms and conditions of the original contract except stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. 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 all the services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth 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 all services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION: By submitting their proposal, Vendors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

1. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
2. In the event of any third party shall claim that the manufacture, use and sales of these goods or services offered hereby constitutes an infringement of any copyright, trademark or patent, the Contractor shall indemnify and hold harmless the University from any cost, expense, damage, or loss incurred in any manner by the University on account of such alleged infringement.

SEVERABILITY: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/ Vendors are required to submit a Small Business Subcontracting Plan. Unless the bidder/Vendor is registered as a DMBE-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 DMBE certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/Vendor or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) 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 purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

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 contracting agency or institution on a monthly 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 purchasing office at a minimum the following information: name of firm with the DMBE 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 agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing 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.

VENDOR'S REPRESENTATION: Vendors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Vendor 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 or to the contract.

XIII. METHOD OF PAYMENT: The contractor shall be paid using one of the following three methods:

1. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale. *If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via credit card for invoices \$50,000.00 or less.*

2. "ePayables" through Bank of America: All payments under ePayables will have a *net 16* payment term. For more information about this payment option, please view <http://www.bankofamerica.com/epayablesvendors> or contact UMW's Accounts Payables department at payables@umw.edu.
3. Payment (by check or ACH) 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 the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984
4. *To be considered eligible for payment, all invoices must be received at the following address and should reference the eVA purchase order and UMW contract numbers:*
University of Mary Washington
Attn.: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401.

XIV. ATTACHMENTS:

Cost Proposal Table
SWaM Initiative letter
Small Business Subcontracting Plan
SWaM Subcontractor Reporting instructions
UMW Standard Master Agreement

ATTACHMENT I

Cost Proposal Table

Description	Cost
One Time Installation/Setup Fees	
Recurring Monthly Cost for 200Mb/s Fredericksburg Campus Circuit	
Recurring Monthly Cost for 30Mb/s Stafford Campus Circuit	
Recurring Monthly Cost to double the speed of Fredericksburg Campus Circuit	
Recurring Monthly Cost to double the speed of Stafford Campus Circuit	
Any additional costs – please detail and list prices for any and each additional cost.	
Total	

**ATTACHMENT II
SWAM Initiative Letter**



Procurement Services

Attachment #

Greetings:

The quality of service the University of Mary Washington is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational mission. An important part of our procurement program involves our commitment to doing business with small, women-owned and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We conduct substantial business with small firms and have a particular institutional focus on developing long-term business relationships with women-owned and minority-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, I ask that you involve small, women-owned and minority-owned businesses in the delivery of goods/services you provide to UMW. The Procurement Services office is able to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through monthly/quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

As a state agency, this effort is important to us. This is another way that UMW can partner with your company to make things better.

A SWaM reporting template is located on our Procurement Services website at <http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting>.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard R. Pearce".

Richard R. Pearce
Vice President for Administration and Finance and CFO

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

Tel: 540/654-1127
Fax: 540/564-1168

ATTACHMENT III
SMALL BUSINESS SUBCONTRACTING PLAN
MUST BE COMPLETED AND RETURNED WITH BID OR PROPOSAL PACKAGE

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmb.e.virginia.gov (Customer Service).

DEFINITIONS:

"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: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE 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 Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-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 DMBE-certified small business in Section B.

Section A

If your vendor is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a:

Check Only One: Small Business Small and Woman-Owned Business Small and Minority-Owned Business

DMBE Certification No.: _____ Expiration Date: _____

Section B

Populate the table below to show your vendor's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name, Address & DMBE Certificate #	Indicate if also: Women (W) or Minority (M)	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 V
Contract #NUMBER
UNIVERSITY OF MARY WASHINGTON
Commonwealth of Virginia
Master Agreement

=====

This contract entered into this DATE day of MONTH-YEAR, CONTRACTOR NAME, hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington called the "Purchasing Agency", or UMW.

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

SCOPE OF SERVICES: The Contractor shall provide the services described herein.

PERIOD OF CONTRACT: DATE; through DATE with an option to renew for an additional NUMBER (NUMERIC) additional one year periods.

COMPENSATION AND METHOD OF PAYMENT: Will be in accordance with the contract documents.

CONTRACT DOCUMENTS: The contract documents shall consist of this signed Contract, the general conditions, special conditions, Offeror's proposal, subsequent clarifications and modifications as described in Attachment I, all of which are incorporated herein by reference and constitute the "contract documents."

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia's Vendor Manual.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FEI/FIN# _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia 2.2-4343.1* 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.

ATTACHMENT I

Contractor Initials/Date: