

**REQUEST FOR PROPOSALS (RFP)**

<b>ISSUE DATE:</b>	<b>May 20, 2015</b>	<b>DUE DATE &amp; TIME</b>	<b>June 4, 2015 @ 1:00PM EST</b>
<b>RFP NUMBER &amp; TITLE:</b>	RFP 15-400	<b>RFP TITLE:</b>	Amazon Web Services Provider
<b>ISSUING AGENCY &amp; ADDRESS:</b>	University of Mary Washington Procurement Services Eagle Village Executive Offices, Suite 480 1125 Jefferson Davis Hwy., Fredericksburg, VA 22401	<b>WORK LOCATION:</b>	Fredericksburg, Virginia
<b>COMMODITY CODE(S):</b>	92003, 20854	<b>COMMODITY DESC.:</b>	ASP (Web Based Hosted)
<b>CONTRACT OFFICER:</b>	Michelle Miller	<b>OFFICER EMAIL:</b>	mmiller8@umw.edu
<b>PERIOD OF CONTRACT:</b>	Date of Award through five (5) years, with two (2) five-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 **May 27, 2015 at 5:00PM 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 an envelope or container that clearly identifies the contents as a proposal submission in response to this Request for Proposals. 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.3 stipulations. All 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

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: \_\_\_\_\_

How Did You Hear About This Solicitation:  eVA VBO  The Free Lance-Star  Other: \_\_\_\_\_

**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 objective of this project is to establish a contract with one qualified Amazon Web Services (AWS) government-authorized reseller to provide full and unrestricted access to Amazon Web Services.
- 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 of Mary Washington began hosting the UMW Blogs platform, a WordPress publishing platform for the UMW community, on a dedicated server hosted locally, but as the project continued it quickly became too resource intensive to continue being housed in this environment. The decision was made to move the UMW Blogs platform to the cloud. A trial period lasting a few months was conducted where several similar cloud service providers were tested out for various components to both house the UMW Blogs platform and for future cloud hosting endeavors. Amazon Web Services allowed for elastic scaling of a server environment to expand and contract to demand and usage and proved to be the desired contender for the specific UMW Blogs platform migration. The University's DTLT (Division of Teaching and Learning Technologies) group has now invested in platforms on campus that only connect with Amazon Web Services through various plugins, server-level and other components. Wishing to preserve the compatibility with the existing infrastructure, and the goal of expanding the use of cloud environments for academic and administrative testing and use, the University of Mary Washington is seeking proposals from firms providing access to Amazon Web Services. The UMW Blogs platform has already been migrated over into AWS.
- IV. **SCOPE OF SERVICES (STATEMENT OF WORK):** Selected firms shall provide detailed statements or answers to the following:
- A. Account Access and Management:
    - 1. The Vendor solution shall provide UMW with direct and unrestricted access to the complete portfolio of Amazon Web Services. This includes all technical services and options, any available reporting tools, all AWS user portal services including the billing portal, and all AWS technical support services.
    - 2. The Vendor solution shall provide UMW with management of its own AWS account to scale up and down and add features as needed without going through the Vendor. The Vendor shall not manage the UMW account with the exception of overseeing billing and invoicing.
    - 3. Describe the structure of account management the University will have, e.g., will there be a master account where a designated user can see all UMW accounts and spend, and each separate account under the master account has autonomy, etc.?
  - B. Pricing Structure and Billing
    - 1. Describe the pricing structure for this solution (e.g., monthly payments based on AWS usage only, monthly or annual flat rate, any additional fees etc.). If there are several pricing structures available, please list and describe all possible options. Are there any additional fees, such as administrative fees, charged to the University in addition to the AWS usage costs? If so, describe what these fees are and the determining criteria for these fees (e.g., administrative fees charged based on a percentage of overall monthly spend). If additional fees are a percentage charged based on overall monthly spend, are there tiered fee options based on the increase or decrease of spend?
    - 2. Describe how the billing and invoicing is structured. Will invoices be sent directly from AWS to UMW, or will the Vendor receive all invoices from AWS then send to UMW? If the invoices are sent to the Vendor before receipt by UMW, does the Vendor have the ability to invoice individual accounts separately, or will only one collective invoice be issued for the period?
  - C. Support
    - 1. Describe any and all support options available to the University.
- V. **COST PROPOSAL**
- A. The University wants to understand any and all costs associated with this solution. If there are any additional fees, administrative or otherwise, that will be charged to the University in addition to the AWS usage costs, list and describe these in detail.

## 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 one (1) 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. 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 (**Tabs should correspond with number listed below**):
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 (no more than one page) 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 products/services as proposed.
    - b. Provide a brief (no more than one page) description of the firm’s experience in providing similar services or products for institutions of higher education, state agencies, or other governmental entities.
  2. Provide three (3) current or recent references, preferably from higher education institution similar to the size of UMW, 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.
  3. A statement or brief description of how the proposed solution can meet each requirement as listed in Section IV. SCOPE OF SERVICES.
  4. Completed Cost Proposal as outlined in Section V. COST PROPOSAL.
  5. Completed necessary Attachments as listed in Section XIV. ATTACHMENTS.
  6. Submit a copy of any license/software, maintenance, or service agreement requiring signature before commencement of services with proposal submission for UMW to review.
  7. Submit a list of any exceptions taken to UMW’s General or Special Terms and Conditions, Sections XI. and XII., and submit with proposal.
  8. Submit a copy of the Letter of Supply from AWS authorizing the reselling of AWS to government entities.
  9. Any additional information the vendor feels the University should consider in evaluating the proposal.

**VII. TIME LINES AND KEY DATES:**

- A. Questions from Offerors accepted only through May 27, 2015 @ 5:00PM EST.
- B. Proposals are Due: June 4, 2015 @ 1:00PM EST.
- C. Initial Evaluations Complete: June 10, 2015
- D. Tentative Proposal Clarifications and/or presentations (save the date): June 11-18, 2015
- E. Tentative Negotiations to be complete: July 2, 2015
- F. Tentative Award: July 7, 2015
- G. Tentative Commencement of Contract (signed): July 10, 2015

**VIII. 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
Quality of Proposal	35
Cost (total cost including any administrative fees, support fees, etc.)	25
Vendor Qualifications and Experience	20
Small Business Subcontracting Plan <sup>1</sup>	20
<b>Total</b>	<b>100</b>

<sup>1</sup> To qualify for full points for the Small Business Subcontracting Plan criteria, the offeror must be a current certified small business with the Virginia Department of Small Business and Supplier Diversity (<http://www.dmbc.virginia.gov/>). Not being a registered small business will not eliminate any offeror from competition.

- 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.

**IX. CONTRACT ADMINISTRATION:**

- A. The Chief Information Officer (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.

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

**XI. SPECIAL TERMS AND CONDITIONS:**

**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.

**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.

**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.

**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.

**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:** (Just a Sample) The signed proposal should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package):

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

The envelope should be addressed as directed on Page 1 of the solicitation.

**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 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.

**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.

**RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for two (2) five-year successive periods, or as negotiated, under the terms and conditions of the original contract. 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.

**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 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 Virginia 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 the 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 purchasing 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.

- A. 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 or 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 purchasing office at a minimum the following information:
  1. Name of firm with the DSBSD certification number
  2. Phone number
  3. Total dollar amount subcontracted
  4. Category type (small, women-owned, or minority-owned)
  5. 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.

- B. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly or 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 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.

**XII. 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](mailto: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.*

**XIII. ATTACHMENTS:**

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

**Attachment A**  
**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 B**  
**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](http://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
<b>Total Planned Subcontracting Spend (\$)</b>					

**Attachment C  
SWaM Subcontractor Spend Reporting**

Form located on Procurement Services website:  
<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

*Business Services*

## Procurement Services

Technology Purchases    Current Bids & Proposals    **Vendors**    Green Purchasing    **SWaM Reporting**

Central Storeroom/Surplus    You are here: Home / Vendors / SWaM Reporting

Contracts    **SWaM Reporting**

Laws, Policies and Procedures    SWaM Subcontractor Reporting

Forms    The University of Maryland System, an agency in the Commonwealth of Virginia, is required to report

Training    all small business spend to the University of Maryland System. The University of Maryland System is a

Small Purchase Credit Card    business spend, importance is also placed on utilizing local woman-owned and minority-owned businesses

Directions and Maps    to procure goods and services for the university. UMW's goal is to have a total SWaM (small, woman-owned

Virginia's Total e-Procurement Solution!

### SWaM Subcontractor Reporting

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

**Purchasing Dates and Deadlines**

July 2013

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**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

Manual Input

**Additional Comments/Information**

Please provide any relevant comments or information

Captcha

**chromate minglan**

Type the text

Privacy & Terms    reCAPTCHA™ stop spam. read books.

Type in info for each sub

Upload document – Excel or Word Only

**Attachment D - SAMPLE ONLY**  
**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: