

where great minds get to work

Procurement Services

Contract #UCPUMW 15-400  
UNIVERSITY OF MARY WASHINGTON  
Commonwealth of Virginia  
Contract  
=====

This contract entered into this 12<sup>th</sup> day of August, 2015, DLT Solutions, 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: August 3, 2015 – August 2, 2020, with two (2) five-year renewals.

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, all negotiated terms, AWS Access Policy, and 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 Purchasing Manual for Institutions of Higher Education and their Vendors.

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

CONTRACTOR:

By: 

Title: VP

Date: 8/12/15

FEI/FIN#: 54-1599882

Phone: 571-346-1891

Email: cloud@dmf.com

PURCHASING AGENCY:

By: 

Title: ASST DIR, PROCUREMENT

Date: 8/13/2015

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

## ATTACHMENT I

The following have been mutually agreed upon by UMW and DLT Solutions:

### I. Services

DLT Solutions agrees to provide UMW with direct, full, and unrestricted access to the complete portfolio of Amazon Web Services, with the exception of the Mechanical Turk service and any services that are in Beta testing. Any services which move from Beta to general availability will be accessible to UMW. DLT Solutions agrees that UMW will have direct access to AWS services in utilization of service, expansion of usage, etc. without the inclusion of DLT; however DLT Solutions shall assist with account set up as well as billing and invoicing for the UMW Amazon Web Services account(s) in which DLT Solutions will receive all invoices for services directly from AWS and will provide a detailed billing report to the University.

Further services descriptions are provided in the DLT Solutions proposal.

### II. Fees

DLT Solutions offers a 3% discount off of list pricing as published on the AWS pricing web site <http://aws.amazon.com/pricing/> at the time of utilization for all AWS, IaaS, SaaS, and PaaS services with the exception of purchases from the AWS Marketplace.

DLT Solutions requires, per the AWS reseller agreement, to provide Business Level Support to its AWS Customers. DLT Solutions has agreed to offer the Business Level Support in accordance with the tiers in the table below:

DLT Support Services Pricing Tiers	% of Support fees based on Gross Monthly AWS Spend
Support Pricing Tier 1 – The First \$10K	7%
Support Pricing Tier 2 – The Next \$10K-\$80K	7%
Support Pricing Tier 3 – The Next \$80K-\$250K	5%
Support Pricing Tier 4 – Over \$250K	3%

### III. Additional Considerations

DLT Solutions has agreed to consider UMW students for paid summer internships at DLT Solutions. DLT Solutions also commits to recruiting at UMW in order to identify qualified candidates for these internships.

### IV. Terms and Conditions

**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 and DLT Solutions 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. In the event the University cancels the contract in part or in whole, the contractor will be paid for services provided up to the effective date of cancellation.

**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.

  
Contractor Initials/Date:

**AWS Access Policy – State  
(v.1-4-2013)**

This AWS Access Policy ("**Access Policy**") governs your access to and use of the Services (as defined below) of Amazon Web Services, Inc. ("**AWS**") provided to you by your systems integrator, reseller, or services provider ("**Provider**"). It sets out the additional rules, conditions and restrictions that apply to you or the entity you represent ("**you**") for use of the Services. In this Access Policy, "**we**", "**us**", or "**our**" means AWS and any of its affiliates. Please see Section 10 for definitions of capitalized terms.

**1. Use of the Services.**

**1.1 Generally.** You are provided access to the Services by your Provider. Your use of and access to the Services are governed by the agreement between you and Provider. This Access Policy supplements the terms of such agreement and may be updated by us from time to time. AWS Service Level Agreements do not apply to your use of the Services. Your continued access to and use of the Services is conditioned on your compliance with all laws, rules, regulations, policies and instructions applicable to your use of the Services, including the Policies.

**1.2 Account Keys.** Provider may provide you with AWS account keys which will allow you to directly access the Services via Provider's account(s). We are not responsible for any activities that occur under these account keys, regardless of whether the activities are undertaken by you, Provider or a third party (including your employees, contractors or agents) and we are also not responsible for unauthorized access to the account.

**1.3 Third Party Materials.** Through the use of Provider's AWS account(s), you may have access to Third Party Materials, such as software applications provided by third parties, which are made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Your use of any Third Party Materials is at your sole risk.

**2. Your Responsibilities**

**2.1 Your Materials.** You are solely responsible for the development, content, operation, maintenance, and use of Your Materials with the Services. For example, you are solely responsible for:

(a) the technical operation of Your Materials, including ensuring that calls you make to any Service are compatible with then-current application program interfaces for that Service;

(b) compliance of Your Materials with the Acceptable Use Policy, the other Policies, and the law;

(c) any claims relating to Your Materials;

(d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Materials violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act;

(e) any action that you permit, assist or facilitate any person or entity to take related to this Access Policy, Your Materials or use of the Services; and

(f) End Users' use of Your Materials and the Services and ensuring that End Users comply with your obligations under this Access Policy and that the terms of your agreement with each End User are consistent with this Access Policy.

**2.2 Other Security and Backup.** You or Provider are solely responsible for properly configuring and using the Services and taking steps to maintain appropriate security, protection and backup of Your Materials, including using encryption technology to protect Your Materials from unauthorized access and routinely archiving Your Materials.

**2.3 End User Violations.** If you become aware of any violation of your obligations under this Access Policy by an End User, you will immediately terminate such End User's access to Your Materials and the Services.

### **3. Service Interruption.**

**3.1 General.** We may suspend the AWS account(s) through which you access the Services immediately if we determine your or an End User's use of the Services (i) violates the terms of this Access Policy (including the Acceptable Use Policy or Service Terms); (ii) poses a security risk to the Services or any other AWS customer, (iii) may harm our systems or the systems or Materials of any other AWS customer; or (iv) may subject us to liability as a result of any of the foregoing. We will provide notice of any suspension as soon as practicable to Provider, who is solely responsible for providing any notices to you under your agreement with them.

**3.2 Scope of Interruption.** To the extent practicable, we will (i) suspend your right to access or use only those instances, data, or portions of the Services that caused the suspension, and (ii) limit the suspension to those accounts that caused the suspension. If commercially feasible, access to the Services will be restored once the conditions or circumstances giving rise to the suspension have been removed or corrected. Nothing in this Section 3 will operate to limit your rights or remedies otherwise available to you against Provider under your agreement with them or applicable law.

### **4. Proprietary Rights**

**4.1 Services.** As between you and us, we or our licensors own and reserve all right, title, and interest in and to the Services. You have the right to use the Services solely as a licensee of Provider in accordance with this Access Policy and the agreement between you and Provider. We have no obligation to provide the Service to you under this Access Policy, so you must look exclusively to Provider and your agreement with Provider regarding such obligation. Except as expressly provided in this Section 4, you obtain no rights to the Services, the AWS Materials or any Third Party Materials.

**4.2 Materials.** As a part of the Services, you may have access to AWS Materials and Third Party Materials, which may be subject to additional terms and conditions (including the Terms of Use and Apache Software License). By using those materials, you are subject to such additional terms. You are solely responsible for securing any necessary approvals for the download and use of such materials.

**4.3 Restrictions.** Neither you nor any End User may use the Services in any manner or for any purpose other than as expressly permitted by this Access Policy and the agreement between you and Provider. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the software included in the Services or apply any other process or procedure to derive the source code of any software included in the Services, or (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas. All rights and access granted to you with respect to the Services are conditioned on your continued compliance with this Access Policy, and you will immediately discontinue your use of the Services if you cannot comply with this Access Policy. You will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Services or AWS Materials that you have used.

**4.4 Suggestions.** If you provide any Suggestions to us when using the Services, you hereby grant to AWS and its affiliates a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to reproduce, distribute, make derivative works based upon, publicly display, publicly perform, make, have made, use, sell, offer for sale, and import the Suggestions, including the right to sublicense such rights through multiple tiers, alone or in combination.

**4.5 Government Rights.** If you are using the Services on behalf of the government and these terms fail to meet the government's needs or are inconsistent in any respect with federal or state law, you will immediately discontinue your use of the Services (including any AWS Materials).

**5. Representations and Warranties.** You represent and warrant that (a) you and your End Users' use of the Services (including any use by your employees and personnel) will not violate this Access Policy; (b) you or your licensors own all right, title, and interest in and to Your Materials; (c) Your Materials (including the use, development, design, production, advertising, or marketing of your Materials) or the combination of your Materials with other applications, content or processes, do not and will not violate any applicable laws or infringe or misappropriate any third-party rights; and (d) your use of the Services will not



cause harm to any End User.

**6. Indemnification.** Except to the extent prohibited by applicable state law, you will defend, indemnify, and hold harmless us, our licensors and each of our respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Services (including use by your employees and personnel); (b) Your Materials or the combination of Your Materials with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights or the use, development, design, production, advertising or marketing of Your Materials; or (c) a dispute between you and any End User. If your ability to comply with the foregoing provision is limited to any extent by the absence of appropriations or government authorization, you will make good faith efforts to obtain sufficient appropriations or authorization for any liabilities arising under this Section 5.

**7. Disclaimers.** WE PROVIDE THE SERVICES ON AN "AS IS" BASIS TO PROVIDER. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR ANY THIRD PARTY MATERIALS, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING YOUR MATERIALS OR THE THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**8. Limitations of Liability.** YOU MUST LOOK SOLELY TO PROVIDER AND YOUR AGREEMENT WITH THEM REGARDING ANY CLAIMS OR DAMAGES RELATED TO THE SERVICES. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) SUSPENSION OF YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; OR (B) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR MATERIALS OR OTHER DATA THAT YOU OR ANY END USER SUBMITS OR USES IN CONNECTION WITH THE SERVICES (INCLUDING AS A RESULT OF YOUR OR ANY END USERS' ERRORS, ACTS OR OMISSIONS).

## **9. Miscellaneous.**

### **9.1 Governing Law; Venue. RESERVED.**

**9.2 Entire Agreement.** This Access Policy is the entire agreement between you and us regarding the Services, including any materials. It supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Access Policy. If the terms of this document are inconsistent with the terms contained in your agreement with Provider, the terms contained in this document will control. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Access Policy (whether or not it would materially alter it) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

**9.3 Survival.** The following provisions will survive any termination of your use of the Services: Sections 2.1, 4, 5, 6, 7, 8, 9 and 10.

## **10. Definitions.**

**"Acceptable Use Policy"** means the policy currently available at <http://aws.amazon.com/aup>, as it may be updated by us from time to time.

**"AWS Materials"** means Materials we make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. AWS Materials does not include

the Services.

**"AWS Service Level Agreement"** means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time.

**"AWS Site"** means <http://aws.amazon.com> and any successor or related site designated by us.

**"Documentation"** means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals, instructions and specifications for the Services currently located at <http://aws.amazon.com/documentation>, as such documentation may be updated by us from time to time.

**"End User"** means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Materials; or (b) otherwise accesses or uses the Services through you.

**"Materials"** means software (including machine images), data, text, audio, video, images or other content.

**"Policies"** means the Acceptable Use Policy, the Terms of Use, the Service Terms, all restrictions described in the AWS Materials and on the AWS Site, and any other policy or terms referenced in or incorporated into this Access Policy.

**"Services"** means, collectively or individually (as applicable), the web services made commercially available by us to Provider for use under this Access Policy, including (as applicable) those web services described in the Service Terms.

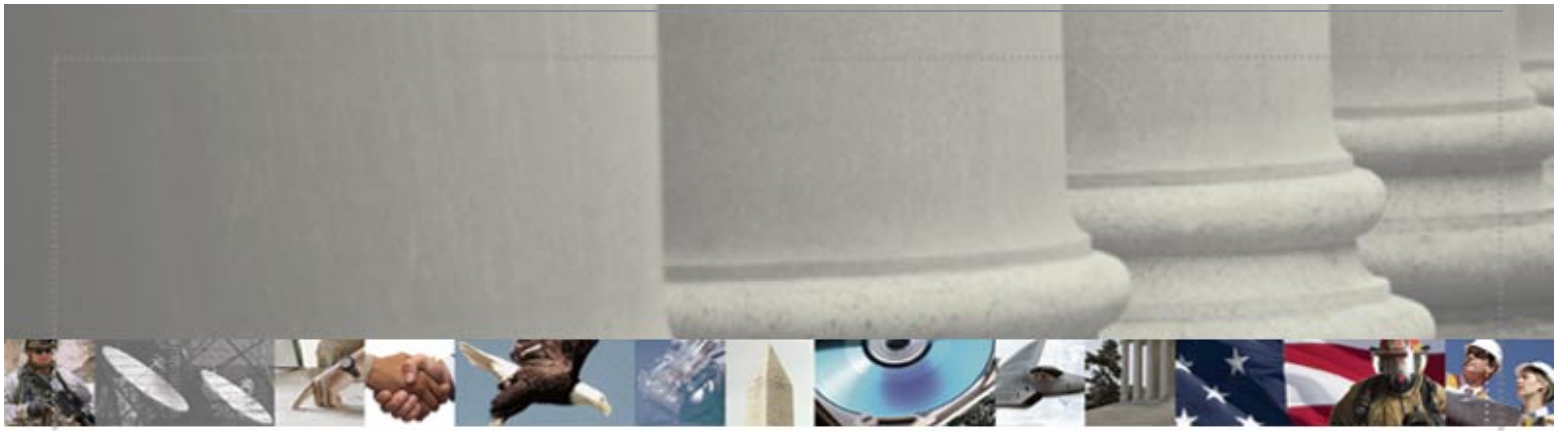
**"Service Terms"** means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms>, as they may be updated by us from time to time.

**"Suggestions"** means all suggested improvements to the Services or AWS Materials that you provide to us.

**"Terms of Use"** means the terms of use located at <http://aws.amazon.com/terms/>, as they may be updated by us from time to time.

**"Third Party Materials"** means Materials made available to you by any third party on the AWS Site or in conjunction with the Services.

**"Your Materials"** means Materials you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services or otherwise transfer, process, use or store in connection with the Services.



# University of Mary Washington

RFP 15-400

Amazon Web Services Provider



Presented by Team DLT

**DLT**SOLUTIONS®



June 4, 2015





June 4, 2015

University of Mary Washington  
Procurement Services  
Eagle Village Executive Offices, Suite 480  
1125 Jefferson Davis Hwy  
Fredericksburg, VA 22401

Attention: Michelle Miller

Re: RFP 15-400

Dear Ms. Miller:

Thank you for the opportunity to respond to your RFP 15-400 for Amazon Web Services Provider. The following proposal illustrates how DLT and Amazon Web Services are positioned to offer the most effective solution to the University of Mary Washington.

DLT Solutions ("DLT") is a Premier Consulting Partner of Amazon Web Services (AWS). DLT and AWS have partnered ("Team DLT") to offer this proposal.

For more than twenty years, DLT Solutions has been the IT software and solutions provider of choice for federal, state, local government and education customers. By hand selecting its manufacturer partners including Amazon Web Services, Autodesk, Google, NetApp, Oracle, Dell Software, Red Hat, Solarwinds, Symantec and Veritas, DLT fulfills its mission to be a value-added reseller of only the best software and hardware products and services, as well as a premier provider of technical support, through its many government contracts. The company specializes in carefully selected solution areas—Cloud Computing, Data Center Consolidation, Geospatial Data Systems and Computer-Aided Design for Utilities and Manufacturing.

Our experience in Cloud Computing—and with Amazon Web Services in particular—ensures that DLT will provide the University with world-class products and superior service.

If you have any questions about this proposal, please contact Brad Marshall at 571-346-1873 or [Brad.Marshall@dlt.com](mailto:Brad.Marshall@dlt.com).

We look forward to your analysis of our proposal and to speaking with you further regarding your need for an Amazon Web Services Provider.

Sincerely,



Brian T. Strosser  
Executive Vice President, Sales and Marketing



REQUEST FOR PROPOSALS (RFP)

**ISSUE DATE:** May 20, 2015 **DUE DATE & TIME** June 4, 2015 @ 1:00PM EST

**RFP NUMBER & TITLE:** RFP 15-400 **RFP TITLE:** Amazon Web Services 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

**COMMODITY CODE(S):** 92003, 20854 **COMMODITY DESC.:** ASP (Web Based Hosted)

**CONTRACT OFFICER:** Michelle Miller **OFFICER EMAIL:** mmiller8@umw.edu

**PERIOD OF CONTRACT:** 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: DLT Solutions, LLC

Address of Offering Firm: 13861 Sunrise Valley Drive, Suite 400, Herndon, VA 20171

Check All That Apply: ☐ Micro Business ☐ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: n/a Expiration Date: n/a

Virginia Contractor License No.: n/a Class: n/a


Specialty Codes: n/a SCC No.: n/a

eVA Vendor ID or DUNS No.: DUNS 78-6468199 FEIN: 54-1599882

Submitted By (Print Name & Title): Brian T. Strosser, Executive Vice President, Sales and Marketing

Email: brian.strosser@dlt.com Telephone: 703-709-7172

Website: www.dlt.com Fax: 703-709-8450

Signature (In Ink):  Date: June 4, 2015

How Did You Hear About This Solicitation: ☐ eVA VBO ☐ The Free Lance-Star ☒ Other: Amazon Web Services

**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.

**RFP ADDENDUM**

May 28, 2015

**ADDENDUM NO. 1 TO ALL OFFERORS:**

Reference – Request for Proposals: RFP #15-400; Amazon Web Services Provider  
Commodity Code(s) to Furnish Goods/Svcs: 92003, 20854  
Dated: May 20, 2015  
For Delivery to: University of Mary Washington,  
Commonwealth of Virginia  
Proposal Due Date: June 4, 2015; 1:00PM EST

This addendum consists of two (2) pages.

**ADDENDUM #1**

**Questions from Offerors:**

1. What is the configuration of your current AWS domain?  
**Just to restate, we are seeking full unrestricted access to AWS resources and not a particularly configured solution so our current configuration should not have an impact on the submitted proposal. With that said, for reference we have 3 EC2 servers (2 t2.small and 1 m3.large), 1 RDS instance (db.m3.xlarge), several S3 buckets utilizing Cloudfront, and 2 hosted domains in Route 53.**
2. What is your current fiscal arrangement with the current contract?  
**We do not have a current contract we are using so there is no particular fiscal arrangement. Right now we are getting billed monthly for usage directly from Amazon.**
3. Our company is registered as an AWS APN Consulting Partner and we are a GSA Contractor. We do not yet qualify for the AWS Reseller Program. Would you consider our company to submit a proposal for this new RFP with our GSA and AWS Consulting Partner credentials?  
**In the Purpose we stated that we are looking for a qualified AWS government-authorized reseller, and in the Specific Proposal Submission section we asked for the AWS Letter of Supply giving authorization to resell to government agencies. Although this does not eliminate you from competition, there is a chance that your company will be scored lower for the Vendor Qualifications and Experience evaluation criteria as you are not fully authorized by AWS to resell to government entities.**
4. The blogs are hosted on how many servers right now?  
**Please see answer to Question 1.**
5. Do you have any projections for usage over the next year?  
**We expect growth of potentially twice the resources, but that estimate is very project-dependent and could be larger or smaller than stated.**

**Change to Evaluation Criteria:**

Criteria	Point Value
Quality of Proposal	35
Cost (total cost including any administrative fees, support fees, etc.)	30
Vendor Qualifications and Experience	25
Small Business Subcontracting Plan <sup>1</sup>	10
<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.dmbv.virginia.gov/>). Not being a registered small business will not eliminate any offeror from competition.





*where great minds get to work*

**Updated Estimated Timeline** – due to committee member planned time off the timeline for the project has changed:

**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 17, 2015
- D. Tentative Proposal Clarifications and/or presentations (save the date): June 18-24, 2015
- E. Tentative Negotiations to be complete: July 8, 2015
- F. Tentative Award: July 10, 2015
- G. Tentative Commencement of Contract (signed): July 17, 2015

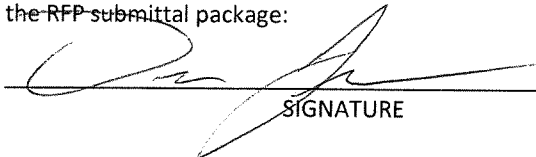
**END OF ADDENDUM #1**

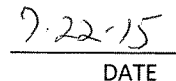
Michelle Miller, VCO

IT Buyer Specialist, Procurement Services

Phone: 540/654-2260

\*Acknowledged receipt of RFP 15-400 Addendum #1 (and all addenda) should be acknowledged and included in the RFP submittal package:

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
DATE

## Table of Contents

<b>1</b>	<b>General Information .....</b>	<b>1</b>
1.1	DLT's History .....	1
1.2	DLT's Experience .....	2
<b>2</b>	<b>References.....</b>	<b>3</b>
<b>3</b>	<b>Section IV – Scope of Services (SOW) .....</b>	<b>5</b>
3.1	Account Access and Management.....	5
3.2	Pricing Structure and Billing.....	6
3.2.1	Pricing Structure .....	6
3.2.2	Billing and Invoicing .....	7
3.3	Support Options.....	7
<b>4</b>	<b>Section V – Cost Proposal .....</b>	<b>11</b>
<b>5</b>	<b>Attachments .....</b>	<b>13</b>
<b>6</b>	<b>AWS Access Policy – State (v.1-4-2013) .....</b>	<b>17</b>
<b>7</b>	<b>Exceptions .....</b>	<b>23</b>
<b>8</b>	<b>AWS Letter of Supply .....</b>	<b>25</b>
<b>9</b>	<b>Additional Information for Evaluation .....</b>	<b>29</b>

This page intentionally left blank.

## 1 General Information

---

### 1.1 DLT's History

Since 1991, DLT Solutions, LLC (DLT) has been dedicated to solving public sector IT challenges. DLT is a US-based, award-winning provider of Government IT and Cloud Solutions, distinguished for its industry expertise and the process integration it has developed with its world-class software and hardware manufacturer partners. By selectively choosing top-tier vendor partners, DLT differentiates itself in the field by focusing our efforts on acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers. DLT partners with some of the most prominent IT software and hardware manufacturers around the globe including Amazon Web Services, Autodesk, Dell, Google, NetApp, Oracle, Red Hat, SolarWinds, Symantec, and Veritas, to name a few.

With a large contracts team and a plethora of contract vehicles and billing options available, the more than 260 employees of DLT Solutions exemplify the company motto—***fast, flexible, responsive***.

DLT's evolution as a company and our continued commitment to provide our customers with the latest technologies and corresponding technical expertise have been recognized in the industry. We have received the following Awards and Distinctions since 2013:

- 2015 Red Hat's Public Sector Partner of the Year
- 2014 Washington Technology Top 100 Contractors (#66)
- 2014 CRN Solution Provider 500 (#39)
- 2014 Bloomberg Government Top Federal Industry Leaders (#177)
- 2014 Red Hat's Public Sector Cloud Partner of the Year
- 2013 Google North America VAR Excellence Award – Geospatial
- 2013 Google North America Sales Excellence Award for Search
- 2013 Google North America Partner of the Year for Google Maps
- 2013 Red Hat's Public Sector Cloud Partner of the Year
- 2013 InformationWeek 500
- 2013 Washington Technology Top 100 Contractors (#75)
- 2013 CRN Solution Provider 500 (#41)
- 2013 GovMark Council SAM Awards – Best Lead Generation Program

For awards prior to 2013, go to <http://www.dlt.com/about/awards/all-awards>.

As a Premier Consulting Partner for Amazon Web Services, DLT Solutions helps public sector customers identify appropriate use cases for cloud computing, as well as design, implement and manage cloud solutions that meet their unique needs.

DLT's support offerings include pre-sales architecture, migration and implementation support, and a 24x7 US Citizen/US Soil help desk. We also have the full complement of professional services needed to implement cloud deployments of any size to AWS.

## 1.2 DLT's Experience

DLT Solutions is an AWS Authorized Government Partner and Premier Consulting Partner and has teamed with AWS since 2011. We have AWS Certified Engineers on staff to support our customers. DLT currently supports many Federal Government accounts on AWS, as well as multiple Higher Education customers. For example, for the University of Georgia, DLT was engaged to perform a rapid setup of AWS Infrastructure as a Service (IaaS). During the Quickstart, DLT set up Drupal Content Management System (CMS) on AWS IaaS integrated with Active Directory and Client Authentication Services. Additionally, DLT completed a Runbook for managing the IaaS environment through DLT Service Center.

For Federal government customer Health and Human Services' Agency for Children and Families (ACF) Audit Resolution and Tracking Management System (ARTMS) project, DLT provides the full lifecycle solutions and AWS Authorized Support through DLT's world-class 24x7 DLT Service Center. DLT's Service Center (DSC), formed in 2005, is a 24x7 technical call center that provides certified engineering resources to assist customers like ACF with technical concerns about their IT infrastructure including the utilization of cloud-based resources.

With many important tasks and missions in the ACF ARTMS project, DLT solutions works hand-in-hand with the ACF technical staff to troubleshoot Proof-of-Concept, Test & Development, and Production systems on the AWS Platform. With recent support guidance on properly incorporating Oracle Enterprise Linux, DSC continues to support new initiatives within the customer's organization to ensure full success of the project. DLT enables ACF's existing IT department to fully utilize what the AWS Cloud has to offer.



## 2 References

---

University of Georgia

Shawn Ellis

(706) 542-5110

[spellis@uga.edu](mailto:spellis@uga.edu)

University of Massachusetts – Boston

Alan Girelli

(617) 212-2201

[Alan.girelli@umb.edu](mailto:Alan.girelli@umb.edu)

University of Chicago

Oren Sreebny

(773) 702-5800

[orens@uchicago.edu](mailto:orens@uchicago.edu)

This page intentionally left blank.

### 3 Section IV – Scope of Services (SOW)

---

#### 3.1 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.**

DLT Solutions is able to provide direct and unrestricted access to the complete portfolio of Amazon Web Services, with the exception of Mechanical Turk and any services that are in Beta, which are barred per all AWS Reseller Agreements. Technical Support services for AWS are provided by DLT Solutions per our Reseller Agreement with AWS.

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.**

This is the standard model for DLT's AWS offering. DLT hands over the root access keys to the customer after the AWS account is created and asks the end user to perform a password reset. In this model, we collect your AWS usage information for billing purposes only and in no way hinder which AWS services the end user is able to access.

The AWS Management Console is a single destination for managing all your AWS resources. Use the Console to perform any number of tasks, from deploying new applications to monitoring the health of an application. The Console enables you to manage all aspects of your AWS account, including accessing your monthly spending by service, managing security credentials, or even setting up new Identity and Access Management (IAM) Users.

AWS Identity and Access Management (IAM) enables you to securely control access to AWS services and resources for your users. Using IAM, you can create and manage AWS users and groups and use permissions to allow and deny their access to AWS resources. You can create users in IAM, assign them individual security credentials (e.g., access keys, passwords, and multi-factor authentication devices) or request temporary security credentials to provide users access to AWS services and resources. You can manage permissions to control which operations a user can perform.

IAM can be used to grant your employees and applications federated access to AWS Management Console and AWS service APIs using existing identity systems such as Microsoft Active Directory. You can use any identity management solution that supports SAML 2.0 or use one of our federation samples (AWS Console SSO or API federation).

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.?**

DLT provides "child" accounts for the University. The University can have multiple "child" accounts for their various workloads or one account with which an administrator can

manage access through policies enabled in the IAM console. These child accounts are fully autonomous, however, and if the University deems it appropriate to limit or control what services an end user is capable of utilizing, then using the IAM console within a single account to delegate access may be more appropriate. DLT provides detailed billing reports and summaries at the University's direction.

It will be at the discretion of the University how they would like to structure their accounts. DLT can provide guidance based on requirements provided by the University.

## 3.2 Pricing Structure and Billing

### 3.2.1 Pricing Structure

There is a distinction to be made between AWS pricing structure and DLT's pricing structure.

AWS is billed on a usage basis. However, to achieve cost savings, AWS has multiple purchasing options available for the same product. As just one example, Elastic Computer Cloud (EC2) instances are available for purchase in three primary ways:

- On-Demand
- 1 Year Reserved Instances
- 3 Year Reserved Instances

On-demand instances have the highest hourly cost, and you are only billed for the number of hours used. With the 1 Year and 3 Year Reserved Instances, the hourly cost is substantially lower, but you will be billed for the total number of hours in that month. DLT will actively work with the end user to determine the most cost effective purchasing option based on their workload.

Within the 1 Year and 3 Year Reserved Instances model, there are additional options for payment. They are:

- **All Upfront:** Most cost-effective option. If this is selected, then the total 1 Year/3 Year cost is billed in the month that it is selected.
- **Partial Upfront:** Second most cost-effective option. If this is selected, there is a smaller upfront cost that will be billed in the month that it is provisioned, and then a recurring monthly cost for the length of the term.
- **No Upfront:** Least cost-effective of the Reserved Instances options. No upfront cost in the month that it is provisioned, but a recurring monthly cost for the length of the term.

Another example of AWS pricing structure is related to storage (S3, Glacier, EBS). These AWS services are billed on a per GB, per month basis. In this example, you only pay for actual utilization based on the total amount of storage.

The above examples relate to only a few of the AWS services, as the vast array of AWS services have varying price structures based on options that the end user selects within the AWS console.

Regarding DLT's pricing structure, we pass along the best available AWS list price (at a discount) to the customer. The monthly utilization bill that we receive from AWS will reflect the purchasing decisions made by the end user. If a user elects to purchase an All-Upfront Reserved Instance, DLT will invoice the Purchase Order or Credit Card for the cost of that instance in the month that it is provisioned.

Typically, usage is billed monthly in arrears based on utilization throughout the previous month. At the University's request, DLT accepts upfront lump sum payments and can issue pro forma invoices based on actual utilization, with notification provided to the University when an established balance threshold is reached. DLT can also accept a credit card as payment for an account.

In regards to additional fees, DLT does not charge any administrative fee. However, we are mandated by AWS (as are all AWS partners), per our reseller agreement, to provide Business Level Support to all accounts that we hold. That Support comes at an additional cost that is calculated as a percentage of AWS spend per month. A description of the Business-Level Support Cost Tiers can be found in Section 4.0. Business Level Support is a 24/7/365 Tier 1/Tier 2 US Person-US Soil technical service that AWS end users can access when they need helpdesk support.

### 3.2.2 Billing and Invoicing

DLT will receive all invoices for services directly from AWS and will then provide a detailed billing report to the University in accordance with the direction provided by the University. DLT can invoice individual accounts separately and can also provide a collective invoice if the University chooses.

### 3.3 Support Options

DLT's support offerings include:

- [DLT's Standard Support Package for Amazon Web Services](#) utilizes DLT's experience with IT infrastructure, cloud strategy and architecture knowledge, and program management support in combination with Amazon's AWS Business Level Support to provide a comprehensive support offering to our customers.
- [DLT's Cloud Advisory Group](#) is a specialty-based knowledge practice designed specifically to help our customers understand the available cloud technologies and how best to leverage them. The DLT Cloud Advisory Group provides strategy, architectural and design support relating to all cloud service and delivery models. Members of DLT's Cloud Advisory Group average over 20 years of experience in the IT and services industries.
- [DLT's Service Center \(DSC\)](#), formed in 2005, is a 24x7 US Citizen/US Soil-based technical call center that provides certified engineering resources to assist our customers with technical concerns with their IT infrastructure including the utilization of cloud-based resources. DSC specializes in government support, focusing on US Public Sector, Department of Defense, and Intel communities.
- [DLT's Program Management Office \(PMO\)](#) assists our Public Sector customers by providing a programmatic overview of service utilization and related financial spend.



- For technical issues related directly to the underlying AWS platform, [DLT's Standard Support Package](#) includes access to Amazon's AWS Business Level Support resources. DSC has the authority and access for AWS "backline" engineering when needed.
- When DLT accepts a customer order, we create a [unique customer account](#) for the Ordering Activity. The Ordering Activity then has the capability to add, delete, enable, and/or disable services as desired. The Ordering Activity will be billed for actual usage for the services activated or used for that billing period.

In addition to standard support options, DLT also provides customers with ongoing managed services including support, monitoring and maintenance to ensure continuity and consistency within their cloud environment. Our managed services offerings are:

### Monitoring Package

DLT engineers provide the following monitoring services in support of our customers' cloud platforms:

- Platform/Instance Monitoring
  - Monitoring AWS Platform
  - Monitoring Instances
- Thresholds/Alerting
- Monthly Availability Report
- CloudWatch Spend Alarms

### Manage Package

As part of DLT's end-to-end managed services, our engineers provide the following managed services:

- Technical Account Manager
- Monthly OS Patching
- OS Security Patching (as needed)
- AMI Creation & Management
- System Snapshots
- CloudTrails Configuration
- System Log Management
- CloudWatch Log Aggregation
- Weekly Change Advisory Board Participation
- IAM Policy Management
- Monthly Best Practices Review
- Change Logging

### Perform Package

This higher end, customized offering allows customers to take advantage of DLT's engineering skill set beyond the AWS infrastructure layer. This specific offering is tailored to each customer's needs, but can include such features as:

- Intrusion Detection Service (IDS)
- Security Log Monitoring
- Web Application Firewall (WAF)
- Anti-Virus / Malware protection
- Ticket System Integration
- Database/NoSQL Services Support (basic installation/support)
- Application Support (basic installation/support)

This page intentionally left blank.

## 4 Section V – Cost Proposal

DLT Solutions offers the University of Mary Washington the full catalog of AWS services at the following rate structure:

- All AWS, IaaS, SaaS and PaaS, services will be available from DLT Solutions to the University of Mary Washington at a **3% discount** off of list pricing as published on the AWS pricing web site at the time of utilization. Current pricing can be found at <http://aws.amazon.com/pricing/>.
- DLT will always provide the best available price to the University at time of use.
- Purchases from the AWS marketplace will **not** be eligible for the discount. Services purchased from the AWS marketplace will be billed to the customer as a pass-through, and all associated terms of said purchase will be between the customer and the marketplace vendor.

DLT is mandated by our reseller agreement to provide Business Level Support to our AWS customers. Support is calculated at 10% of AWS spend, and tiers in accordance with the table below:

DLT Support Services Pricing Tiers	% of Gross Fees
Support Pricing Tier 1 – The First \$10K	10%
Support Pricing Tier 2 – The Next \$10K-\$80K	7%
Support Pricing Tier 3 – The Next \$80K-\$250K	5%
Support Pricing Tier 4 – Over \$250K	3%

This page intentionally left blank.



## 5 Attachments

---

Small Business Subcontracting Plan (see next 2 pages)

This page intentionally left blank.

**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.dmbv.virginia.gov](http://www.dmbv.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:** DLT Solutions, LLC

**Preparer Name:** Edward A. Abbot III **Date:** June 4, 2015

**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**

<b>Small Business Name, Address &amp; DMBE Certificate #</b>	<b>Indicate if also: Women (W) or Minority (M)</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract</b>	<b>Planned Contract Dollars During Initial Period of the Contract</b>
N/A*	N/A*	N/A*	N/A*	N/A*	N/A*
* The scope of the services being requested in RFP 15-400 are only exclusively provided by Amazon Web Services, which is a large business. There are no opportunities to subcontract to small business entities.					
<b>Total Planned Subcontracting Spend (\$)</b>					

\* The scope of the services being requested in RFP 15-400 are only exclusively provided by Amazon Web Services, which is a large business. There are no opportunities to subcontract to small business entities.

## 6 AWS Access Policy – State (v.1-4-2013)

---

This AWS Access Policy (“**Access Policy**”) governs your access to and use of the Services (as defined below) of Amazon Web Services, Inc. (“**AWS**”) provided to you by your systems integrator, reseller, or services provider (“**Provider**”). It sets out the additional rules, conditions and restrictions that apply to you or the entity you represent (“**you**”) for use of the Services. In this Access Policy, “**we**”, “**us**”, or “**our**” means AWS and any of its affiliates. Please see Section 10 for definitions of capitalized terms.

### 1. Use of the Services.

**1.1 Generally.** You are provided access to the Services by your Provider. Your use of and access to the Services are governed by the agreement between you and Provider. This Access Policy supplements the terms of such agreement and may be updated by us from time to time. AWS Service Level Agreements do apply to your use of the Services. Your continued access to and use of the Services is conditioned on your compliance with all laws, rules, regulations, policies and instructions applicable to your use of the Services, including the Policies.

**1.2 Account Keys.** Provider may provide you with AWS account keys which will allow you to directly access the Services via Provider’s account(s). We are not responsible for any activities that occur under these account keys, regardless of whether the activities are undertaken by you, Provider or a third party (including your employees, contractors or agents) and we are also not responsible for unauthorized access to the account.

**1.4 Third Party Materials.** Through the use of Provider’s AWS account(s), you may have access to Third Party Materials, such as software applications provided by third parties, which are made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Your use of any Third Party Materials is at your sole risk.

### 2. Your Responsibilities.

**2.1 Your Materials.** You are solely responsible for the development, content, operation, maintenance, and use of Your Materials with the Services. For example, you are solely responsible for:

- (a) the technical operation of Your Materials, including ensuring that calls you make to any Service are compatible with then-current application program interfaces for that Service;
- (b) compliance of Your Materials with the Acceptable Use Policy, the other Policies, and the law;
- (c) any claims relating to Your Materials;
- (d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Materials violate such person’s rights, including notices pursuant to the Digital Millennium Copyright Act;
- (e) any action that you permit, assist or facilitate any person or entity to take related to this Access Policy, Your Materials or use of the Services; and

(f) End Users' use of Your Materials and the Services and ensuring that End Users comply with your obligations under this Access Policy and that the terms of your agreement with each End User are consistent with this Access Policy.

**2.2 Other Security and Backup.** You or Provider are solely responsible for properly configuring and using the Services and taking steps to maintain appropriate security, protection and backup of Your Materials, including using encryption technology to protect Your Materials from unauthorized access and routinely archiving Your Materials.

**2.3 End User Violations.** If you become aware of any violation of your obligations under this Access Policy by an End User, you will immediately terminate such End User's access to Your Materials and the Services.

### **3. Service Interruption.**

**3.1 General.** We may suspend the AWS account(s) through which you access the Services immediately if we determine your or an End User's use of the Services (i) violates the terms of this Access Policy (including the Acceptable Use Policy or Service Terms); (ii) poses a security risk to the Services or any other AWS customer, (iii) may harm our systems or the systems or Materials of any other AWS customer; or (iv) may subject us to liability as a result of any of the foregoing. We will provide notice of any suspension as soon as practicable to Provider, who is solely responsible for providing any notices to you under your agreement with them.

**3.2 Scope of Interruption.** To the extent practicable, we will (i) suspend your right to access or use only those instances, data, or portions of the Services that caused the suspension, and (ii) limit the suspension to those accounts that caused the suspension. If commercially feasible, access to the Services will be restored once the conditions or circumstances giving rise to the suspension have been removed or corrected. Nothing in this Section 3 will operate to limit your rights or remedies otherwise available to you against Provider under your agreement with them or applicable law.

### **4. Proprietary Rights**

**4.1 Services.** As between you and us, we or our licensors own and reserve all right, title, and interest in and to the Services. You have the right to use the Services solely as a licensee of Provider in accordance with this Access Policy and the agreement between you and Provider. We have no obligation to provide the Service to you under this Access Policy, so you must look exclusively to Provider and your agreement with Provider regarding such obligation. Except as expressly provided in this Section 4, you obtain no rights to the Services, the AWS Materials or any Third Party Materials.

**4.2 Materials.** As a part of the Services, you may have access to AWS Materials and Third Party Materials, which may be subject to additional terms and conditions (including the Terms of Use and Apache Software License). By using those materials, you are subject to such additional terms. You are solely responsible for securing any necessary approvals for the download and use of such materials.

**4.3 Restrictions.** Neither you nor any End User may use the Services in any manner or for any purpose other than as expressly permitted by this Access Policy and the agreement between you and Provider. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent

software included in the Services are provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the software included in the Services or apply any other process or procedure to derive the source code of any software included in the Services, or (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas. All rights and access granted to you with respect to the Services are conditioned on your continued compliance with this Access Policy, and you will immediately discontinue your use of the Services if you cannot comply with this Access Policy. You will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Services or AWS Materials that you have used.

**4.4 Suggestions.** If you provide any Suggestions to us when using the Services, you hereby grant to AWS and its affiliates a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to reproduce, distribute, make derivative works based upon, publicly display, publicly perform, make, have made, use, sell, offer for sale, and import the Suggestions, including the right to sublicense such rights through multiple tiers, alone or in combination.

**4.5 Government Rights.** If you are using the Services on behalf of the government and these terms fail to meet the government's needs or are inconsistent in any respect with federal or state law, you will immediately discontinue your use of the Services (including any AWS Materials).

**5. Representations and Warranties.** You represent and warrant that (a) you and your End Users' use of the Services (including any use by your employees and personnel) will not violate this Access Policy; (b) you or your licensors own all right, title, and interest in and to Your Materials; (c) Your Materials (including the use, development, design, production, advertising, or marketing of your Materials) or the combination of your Materials with other applications, content or processes, do not and will not violate any applicable laws or infringe or misappropriate any third-party rights; and (d) your use of the Services will not cause harm to any End User.

**6. Indemnification.** Except to the extent prohibited by applicable state law, you will defend, indemnify, and hold harmless us, our licensors and each of our respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Services (including use by your employees and personnel); (b) Your Materials or the combination of Your Materials with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights or the use, development, design, production, advertising or marketing of Your Materials; or (c) a dispute between you and any End User. If your ability to comply with the foregoing provision is limited to any extent by the absence of appropriations or government authorization, you will make good faith efforts to obtain sufficient appropriations or authorization for any liabilities arising under this Section 5.

**7. Disclaimers.** WE PROVIDE THE SERVICES ON AN "AS IS" BASIS TO PROVIDER. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR ANY THIRD PARTY MATERIALS, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING YOUR MATERIALS OR THE THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR

LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**8. Limitations of Liability.** YOU MUST LOOK SOLELY TO PROVIDER AND YOUR AGREEMENT WITH THEM REGARDING ANY CLAIMS OR DAMAGES RELATED TO THE SERVICES. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) SUSPENSION OF YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; OR (B) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR MATERIALS OR OTHER DATA THAT YOU OR ANY END USER SUBMITS OR USES IN CONNECTION WITH THE SERVICES (INCLUDING AS A RESULT OF YOUR OR ANY END USERS' ERRORS, ACTS OR OMISSIONS).

## **9. Miscellaneous.**

**9.1 Governing Law; Venue.** Except to the extent prohibited by applicable state law, the laws of the State of Washington, without reference to conflict of law rules, govern this Access Policy and any dispute of any sort that might arise between you and us. You irrevocably consent to exclusive jurisdiction and venue of the federal courts located in King County, Washington with respect to any dispute arising in connection with the Services or this Access Policy. We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply.

**9.2 Entire Agreement.** This Access Policy is the entire agreement between you and us regarding the Services, including any materials. It supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Access Policy. If the terms of this document are inconsistent with the terms contained in your agreement with Provider, the terms contained in this document will control. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Access Policy (whether or not it would materially alter it) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

**9.3 Survival.** The following provisions will survive any termination of your use of the Services: Sections 2.1, 4, 5, 6, 7, 8, 9 and 10.

## **10. Definitions.**

**"Acceptable Use Policy"** means the policy currently available at <http://aws.amazon.com/aup>, as it may be updated by us from time to time.



**“AWS Materials”** means Materials we make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. AWS Materials does not include the Services.

**“AWS Service Level Agreement”** means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time.

**“AWS Site”** means <http://aws.amazon.com> and any successor or related site designated by us.

**“Documentation”** means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals, instructions and specifications for the Services currently located at <http://aws.amazon.com/documentation>, as such documentation may be updated by us from time to time.

**“End User”** means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Materials; or (b) otherwise accesses or uses the Services through you.

**“Materials”** means software (including machine images), data, text, audio, video, images or other content.

**“Policies”** means the Acceptable Use Policy, the Terms of Use, the Service Terms, all restrictions described in the AWS Materials and on the AWS Site, and any other policy or terms referenced in or incorporated into this Access Policy.

**“Services”** means, collectively or individually (as applicable), the web services made commercially available by us to Provider for use under this Access Policy, including (as applicable) those web services described in the Service Terms.

**“Service Terms”** means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms>, as they may be updated by us from time to time.

**“Suggestions”** means all suggested improvements to the Services or AWS Materials that you provide to us.

**“Terms of Use”** means the terms of use located at <http://aws.amazon.com/terms/>, as they may be updated by us from time to time.

**“Third Party Materials”** means Materials made available to you by any third party on the AWS Site or in conjunction with the Services.

**“Your Materials”** means Materials you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services or otherwise transfer, process, use or store in connection with the Services.

This page intentionally left blank.

## 7 Exceptions

---

On page 7 of RFP 15-400:

“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.”

DLT Solutions respectfully requests that the University add the following sentence:

“In the event that the University cancels the contract in part or in whole, the contractor will be paid for services provided up to the effective date of cancellation.”

This page intentionally left blank.

## 8 AWS Letter of Supply

---

This page intentionally left blank.



February 13, 2014

SENT VIA EMAIL

DLT Solutions  
13861 Sunrise Valley Drive  
Suite 400  
Herndon, VA 20171

Attention: Duane Thorpe

Re: Authorized AWS Value-Added Reseller and AWS Partner Network Membership Confirmation

To whom it may Concern:

This letter serves as official confirmation that DLT Solutions is an authorized AWS Value-Added Reseller and is an APN Consulting Partner in the AWS Partner Network at the Advanced tier with AWS certified team members.

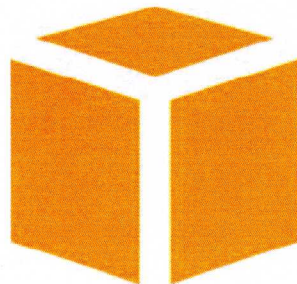
Sincerely,

Amazon Web Services, Inc.

A handwritten signature in black ink, appearing to read "Max Peterson", written over a horizontal line.

Signature

By: MAX PETERSON  
Its: AWS VICE PRESIDENT  
Date: 2/13/14



This page intentionally left blank.



## 9 Additional Information for Evaluation

---

By providing educational, engineering and contractual support for organizational requirements over the past 20 years, DLT has gained deep experience in Public Sector, Federal Civilian and State, Local & Education marketplace. That experience is demonstrated with an unprecedented combined offering that adds value to the Research and Education (R&E) marketplace. DLT has demonstrated the following examples to many of its past and current clients:

- Enhanced vendor products in solution combinations that were not present in the marketplace. For example DLT Solutions recently announced CODEvolved, a product that allows developers to quickly and efficiently procure and utilize space for modern code development.
- Enhanced user experience with engineering support for projects large and small in real time. This is accomplished with Pre and Post transaction support and use of the 24x7 DLT Service Center.
- Highly trained Engineers and Systems Architects that meet or exceed industry standards with certifications and expertise derived from academia and agency experience. Each product offered by DLT is staffed by individuals that are highly regarded in the industry as sought after.
- Experience delivering end-to-end solutions on-time and on-budget. Project management skill is a must have when challenging projects arise. That's why DLT has invested in the right talent in each department to raise the bar year after year.
- Responsible and accredited marketing and communications staff that are relied upon by professionals in the American IT community to enhance user-experience and knowledge of trending products or solutions. This is conducted through webinars, remote and onsite engineer-led training, and whitepapers.
- Contracts and support staff that are capable and ready to work through challenging procurements and control risk, as well as being informative with justifications for contract vehicle use cases to maintain best fit for contracting officers and procurement officials.

DLT Professional Services has been in operation as a product enhancement to our core value-added services since 2006. Understanding that selecting a cloud provider can be one of the most important strategic decisions made by an organization, DLT formed the Cloud Advisory Group. The Cloud Advisory Group is dedicated to providing customers with knowledge and advice on cloud computing technology, the advisory group helps agencies navigate current mandates, available solutions and best options for their environment.

In 2012, Professional Services was expanded to address a greater need which was helping customers actually achieve the business value of the products that they purchase from DLT. As such, our mantra is "We deliver customer adoption of our partner products through design, implement, manage and support services."

No matter which stage of cloud computing your organization is in, DLT Professional Services is designed to provide architectural and technical direction in the selection of appropriate cloud products and services. From the early research phase to the in-depth technical questions, gain knowledge and advice on cloud computing technology through one-on-one discussions, technical articles, and educational

events. DLT Professional Services is well positioned to meet any needs through its core practices: Sales Engineering, Service Delivery, Project Management Office, and Service Center.

- **Sales Engineering** helps existing and potential customers understand, compare and contrast the products and solutions that are available for purchase. This group will advise, train and mentor on how best to use a product or service, develop pilots and proof of concepts and provide demonstrations on the product or solution.
- **Service Delivery** provides product consulting, implementation services and project delivery around core technology competencies. Our core service delivery areas of expertise include a) Oracle Service Delivery, b) Cloud-based Consulting and c) Enterprise Data Management Solutions.
- **Project Management Office** provides standards, process, reporting, compliance and management across the professional services lifecycle. This group introduces economies of repetition in the execution of projects and is the source of documentation, guidance and metrics on the practice of project management.
- **Service Center** supports products in a post-sales, post implementation capacity as an extension of the vendor and Managed Services as an extension of the customer. This group is staffed by U.S. citizen, U.S. soil, 7 x 24 first-call technical support and managed services.

DLT has found that Cloud and SaaS solutions are not necessarily cookie-cutter priced solutions. The same solution doesn't work for every organization. DLT is committed to providing the University with a simplified path to the cloud whether it be IaaS, SaaS or PaaS.

Not only do we partner with leading IaaS, SaaS, PaaS, and Cloud Management vendors, we have the experts on staff to help the University identify applicable use cases for cloud computing design, implementation and management of a solution that meets the University's unique needs. After we listen to your requirements and discuss your environment, we will work with you to price the right solution, which may be a single vendor or multiple vendors.

### Associated Partners



**RFP ADDENDUM**

May 28, 2015

**ADDENDUM NO. 1 TO ALL OFFERORS:**

Reference – Request for Proposals: RFP #15-400; Amazon Web Services Provider  
Commodity Code(s) to Furnish Goods/Svcs: 92003, 20854  
Dated: May 20, 2015  
For Delivery to: University of Mary Washington,  
Commonwealth of Virginia  
Proposal Due Date: **June 4, 2015; 1:00PM EST**

This addendum consists of two (2) pages.

**ADDENDUM #1**

**Questions from Offerors:**

1. What is the configuration of your current AWS domain?  
**Just to restate, we are seeking full unrestricted access to AWS resources and not a particularly configured solution so our current configuration should not have an impact on the submitted proposal. With that said, for reference we have 3 EC2 servers (2 t2.small and 1 m3.large), 1 RDS instance (db.m3.xlarge), several S3 buckets utilizing Cloudfront, and 2 hosted domains in Route 53.**
2. What is your current fiscal arrangement with the current contract?  
**We do not have a current contract we are using so there is no particular fiscal arrangement. Right now we are getting billed monthly for usage directly from Amazon.**
3. Our company is registered as an AWS APN Consulting Partner and we are a GSA Contractor. We do not yet qualify for the AWS Reseller Program. Would you consider our company to submit a proposal for this new RFP with our GSA and AWS Consulting Partner credentials?  
**In the Purpose we stated that we are looking for a qualified AWS government-authorized reseller, and in the Specific Proposal Submission section we asked for the AWS Letter of Supply giving authorization to resell to government agencies. Although this does not eliminate you from competition, there is a chance that your company will be scored lower for the Vendor Qualifications and Experience evaluation criteria as you are not fully authorized by AWS to resell to government entities.**
4. The blogs are hosted on how many servers right now?  
**Please see answer to Question 1.**
5. Do you have any projections for usage over the next year?  
**We expect growth of potentially twice the resources, but that estimate is very project-dependent and could be larger or smaller than stated.**

**Change to Evaluation Criteria:**

Criteria	Point Value
Quality of Proposal	35
Cost (total cost including any administrative fees, support fees, etc.)	30
Vendor Qualifications and Experience	25
Small Business Subcontracting Plan <sup>1</sup>	10
<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.dmbv.virginia.gov/>). Not being a registered small business will not eliminate any offeror from competition.

**Updated Estimated Timeline** – due to committee member planned time off the timeline for the project has changed:

**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 17, 2015
- D. Tentative Proposal Clarifications and/or presentations (save the date): June 18-24, 2015
- E. Tentative Negotiations to be complete: July 8, 2015
- F. Tentative Award: July 10, 2015
- G. Tentative Commencement of Contract (signed): July 17, 2015

**END OF ADDENDUM #1**

Michelle Miller, VCO  
IT Buyer Specialist, Procurement Services  
Phone: 540/654-2260

\*Acknowledged receipt of RFP 15-400 Addendum #1 (and all addenda) should be acknowledged and included in the RFP submittal package:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

REQUEST FOR PROPOSALS (RFP)

**ISSUE DATE:** May 20, 2015 **DUE DATE & TIME** June 4, 2015 @ 1:00PM EST

**RFP NUMBER & TITLE:** RFP 15-400 **RFP TITLE:** Amazon Web Services 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

**COMMODITY CODE(S):** 92003, 20854 **COMMODITY DESC.:** ASP (Web Based Hosted)

**CONTRACT OFFICER:** Michelle Miller **OFFICER EMAIL:** mmiller8@umw.edu

**PERIOD OF CONTRACT:** 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.

## TABLE OF CONTENTS

I.	PURPOSE.....	3
II.	ORGANIZATIONAL OVERVIEW.....	3
III.	BACKGROUND.....	3
IV.	STATEMENT OF WORK.....	3
V.	COST PROPOSAL.....	3
VI.	PROPOSAL SUBMISSIONS.....	4
VII.	TIME LINES AND KEY DATES.....	5
VIII.	EVALUATION CRITERIA.....	5
IX.	CONTRACT ADMINISTRATION.....	6
X.	GENERAL TERMS AND CONDITIONS.....	6
XI.	SPECIAL TERMS AND CONDITIONS.....	6
XII.	METHOD OF PAYMENT.....	10
XIII.	ATTACHMENTS	
	SWaM INITIATIVE LETTER.....	11
	SMALL BUSINESS SUBCONTRACTING PLAN.....	12
	SMALL BUSINESS SUBCONTRACTING REPORTING INSTRUCTIONS.....	14
	UMW STANDARD MASTER AGREEMENT.....	15

- 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
Total	100

<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/offers 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](http://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.dmbv.virginia.gov](http://www.dmbv.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**

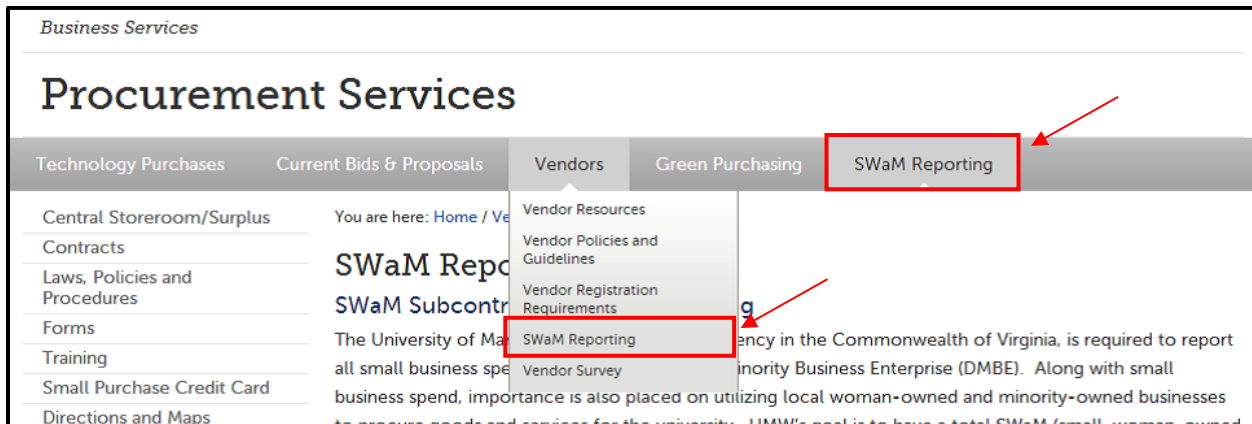
Populate the table below to show your vendor's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize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

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

<b>Small Business Name, Address &amp; DMBE Certificate #</b>	<b>Indicate if also: Women (W) or Minority (M)</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract</b>	<b>Planned Contract Dollars During Initial Period of the Contract</b>
<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/>



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 \***

Please enter the name of the COMPANY

**Contract Number**

Please enter the CONTRACT NUMBER

**Name \***

First Last

Please enter the SUBMITTER'S first and last name

**Email \***

Please enter the SUBMITTER'S email address

**Select Reporting Method \***

☐ Upload Spreadsheet/Document

☐ Manual Input

**Additional Comments/Information**

Please provide any relevant comments or information

**Captcha**

chromate mminglan

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: