

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: 30 August 2016

RFP NUMBER & TITLE: RFP 17- 606 Public Performance Film Rights

ISSUING AGENCY & ADDRESS: University of Mary Washington
Procurement Services
Eagle Village Executive Offices, Suite 480
1125 Jefferson Davis Highway, Fredericksburg, VA 22401

WORK LOCATION: Fredericksburg, Virginia

PROPOSAL DUE DATE & TIME: **SEPTEMBER 21, 2016 ; 10:00AM**

COMMODITY CODE(S): **97737**

PRE-PROPOSAL CONFERENCE: ☐ Optional ☐ Mandatory ☒ **N/A** **DATE & TIME:** **N/A**

PRE-PROPOSAL LOCATION: **N/A**

CONTRACT OFFICER: Patricia A. Canciglia **EMAIL:** pcancigl@umw.edu

PERIOD OF CONTRACT: Date of award through 30 June 2017 with nine (9) one year renewal options that if exercised would extend the term of the contract to 30 June 2026.

In compliance with this Request for Proposal (RFP) and to all the conditions imposed therein and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. 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: _____

DSBSD Designation (Check All That Apply): ☐ Micro ☐ Small ☐ Woman-Owned ☐ Minority-Owned

DSBSD Certification No.: _____ Expiration Date: _____

Virginia Contractor License No. : _____ Class: _____

eVA ID or DUNS No.: _____ FEIN: _____

Email: _____ Telephone: _____

Website: _____ Fax: _____

Submitted By (Print Name & Title): _____

Signature (In Ink): _____ Date: _____

RFP Notification Received By: ☐ eVA VBO ☐ The Free Lance-Star ☐ Other: _____

REQUEST FOR PROPOSALS (RFP)

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 **SEPTEMBER 8, 2016, 4:00PM**.

PROPOSALS: Sealed Proposals to furnish the services described herein must reach the contract officer by the deadline in order to be considered. It is the responsibility of the Offeror to ensure that the proposal is received on time.

- a. Proposals must be submitted in a package that clearly identifies the contents as a response to this RFP.
- b. Submit a clearly marked redacted proposal if any portion of the proposal contains proprietary information.
- c. If proposals are mailed, send directly to issuing agency and Contract Officer shown above. If proposals are hand delivered, deliver directly to a Procurement Services staff member.
- d. The resulting contract will be made available through UMW's Public Contracts Portal
<https://umw.cobblestonesystems.com/public/>.

ADDENDA: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.

TENTATIVE TIMELINE AND KEY DATES (subject to change):

- a. Emailed Questions From Offerors Accepted Only Through: 9/8/2016 4:00PM
- b. Proposals Due: 9/21/2016 10AM
- c. Initial Evaluations & Score Sheets Complete: 9/23/2016
- d. Tentative Negotiations Complete: 9/26/2016
- e. Tentative Intent to Award or Award: 9/27/2016
- f. Tentative Commencement of Contract: 10/01/2016

INCLEMENT WEATHER/SUSPENDED SCHEDULE: Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or (540) 654-2424.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The University of Mary Washington ('UMW' or 'the University') is soliciting sealed proposals from vendors that are legally authorized to grant permission to the University to screen films in a public setting by rental of film titles in specified formats and inclusion of public performance film rights. Award to multiple vendors is desired. UMW reserves the right to make multiple awards, but may only award to one offeror. The University makes no guarantees as to any particular usage of or expenditures against this contract. The awarded contract base period will be from date of award through 30 June 2017 (concurrent with UMW fiscal year) with nine (9) one-year renewable options that if exercised will extend the term of the contract to 30 June 2026. The resulting contract will include cooperative language which will permit other Commonwealth of Virginia agencies to use this contract with the contractor's concurrence (reference Special Terms and Conditions #9, Cooperative Procurement/Additional Users – Use of Agreement by Third Parties).
- II. **ORGANIZATIONAL OVERVIEW:** UMW 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's Fredericksburg campus is largely residential and enrolls approximately 5,000 undergraduate students from throughout Virginia, the nation, and the world. Enrollment is intentionally limited to the current level in order to ensure a high level of personal attention to students and an engaging campus environment. The vast majority of these students are traditional-aged (18-22 years old) and attend full time. There are campuses at Stafford, VA that follow an adult education model, with most students being commuters, attending classes part-time and primarily in the evenings. The Dahlgren Campus serves as an anchor for development of educational and research partnerships between the Naval Surface Warfare Center, Dahlgren Division, the business community, and state higher education institutions. In addition, there are properties such as Gari Melcher's Studios at Belmont and the James Monroe Museum and Memorial Library. During the Academic Year, UMW Student Activities schedules regular "Reel Deals Cinemas" for students to view recent films on the Fredericksburg Campus. In addition, several Academic Departments rent films from time to time for public viewing.

IV. **STATEMENT OF NEEDS:**

1. The following services shall be provided by the selected firm (consisting of, but not limited to):
 - a. The selected firm shall be authorized (have legally granted intellectual property rights to allow exhibition or public performances) to distribute major motion pictures, including those recently released for non-theatrical public performances for University students.
 - b. The selected firm shall have the capability to provide licensed films in multiple formats (DVD, VHS, blu-ray, streaming, etc.).
 - c. The University seeks 10-20 movie titles per semester or 20-40 movies per academic year for their "Reel Deals Cinemas". This amount may increase or decrease during the academic year. Other University Departments may also request titles on an "as needed" random basis for their unique requirements.
 - d. Licensing of all films shall be provided by the Offeror. No film shall be offered to the University that is outside of its licensing terms.

- e. The Offeror shall maintain and provide a current list of fully licensed films for public performance purposes (on-line database highly desired).
 - f. It is desired, but not required, that the Offeror have the capability to provide films addressing current issues faced by a University market such as safety on a University campus or alcohol abuse awareness, etc.
 - g. The Offeror shall describe the film pre-selection process and the lead time required for a request.
 - h. The Offeror shall describe the required return schedule for films selected by the University for public viewing.
 - i. The Offeror shall detail promotional vehicles available for upcoming films and the availability of ad graphics for campus publicity purposes.
 - j. The University will select films within an established or negotiated timeframe and return films within established or negotiated parameters.
 - k. The University desires a methodology that will eliminate or reduce significantly associated shipping and handling costs.
2. **Contractor Personnel:** Contractor shall submit, with their proposal, resumes of individuals who will be responsible for administration of the overall contract. Contractor must perform background checks on all employees that will be working on UMW property and be able to provide a copy to the Contract Administrator upon request. Registered sex offenders are not permitted on campus. Contractor personnel must be able to effectively communicate orally and in writing and must be literate and conversant in the English language. The Contractor is required to ensure that all employees assigned to work at the University are properly certified and eligible to work in the United States. In addition, the University may request that the Contractor provide work history verification and US employment eligibility verification for any potential employee or such background checks that may be required prior to assignment to work at the University site. The University's Contract Administrator shall be the sole judge of the communication level.
3. **Safety Standards:** The Contractor must comply with all applicable laws, rules and regulations of federal, state and local government, including but not limited to, equal opportunity laws, environmental laws (including AQMD), and all rules and regulations issued pursuant thereto. Failure to comply with laws may result in termination of the contract. The Contractor shall immediately correct any work and replace any material provided by it that does not comply with such laws, rules and regulations at its own expense.
4. **Documentation Requirements:** The Contractor shall provide an annual report identifying all orders placed under this contract, including those orders placed by other agencies (reference Special Terms and Conditions #9, Cooperative Procurement/Additional Users – Use of Agreement by Third Parties).

V. CONTRACT ADMINISTRATION:

1. The Director of Student Activities and Engagement or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.
2. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

VI. PROPOSAL SUBMISSION REQUIREMENTS: General requirements for proposal preparation

1. Proposal submission:
 - a. **One (1) original hard copy** (paper) and four (4) copies of the proposal, including all attachments and proprietary information. 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.*
2. All information requested must be submitted. Failure to submit all information requested may result in request for prompt submission of missing information and/or 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 Procurement Services. Offerors who fail to submit required documentation or meet the **mandatory requirements**, in such time for evaluation purposes may be eliminated from further consideration.
3. 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.
4. 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 specific 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.*
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.
6. In accordance with the university's sustainability initiatives, must be prepared simply, economically, and with the ability to be recycled. A simple binder clip, or if necessary, a reusable 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.

7. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the university. This will provide an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. Oral presentations are an option of the university and may not be conducted, therefore proposals should be complete.
8. Due to the nature of this request for proposals, the University may find it necessary and reserves the right to arrange a site visit or visits which may be unscheduled.

VII. PROPOSAL PREPARATION INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Evaluation Committee can properly evaluate the Offeror's capabilities to provide the required services. Unnecessarily extravagant brochures and other documents beyond that sufficient to present a complete and effective proposal are not needed and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, and expensive paper, bindings, visual/presentation aids are neither necessary nor desired. Offerors are required to submit the following items within the proposal:

1. Complete and return signed RFP cover page. Proposals shall be signed by an authorized representative of the Offeror. **(mandatory requirement)**
2. Documentation to support legal authorization to grant permission to the University to screen films in a public setting **(mandatory requirement)**
3. Complete and return signed addenda acknowledgments (if applicable).
4. Submit a complete response to the RFP adequate to address the following:
 - a. A description of the vendor's experience in providing major motion picture (and other) public performance film rights, especially for institutions of higher education.
 - b. A brief history of the vendor, emphasizing its services to higher education.
 - c. Number of full-time employees (not subcontractors).
 - d. Membership in any professional organizations.
 - e. Must provide three (3) examples of clients which are comparable to the University (preferably higher education accounts), within the last five (5) years, for which the vendor provided services of the type described in this RFP. The University reserves the right to contact any of these accounts. Include contract name, address, telephone number, email address and a brief description of the services performed.
 - f. Availability of films addressing current issues faced by a University.
 - g. Description of pre-selection process and the lead time required and return schedule.
 - h. Provide detail of promotional items available and availability of ad graphics for campus publicity purposes.
5. Proposals must indicate those individuals in the vendor's organization that will be working directly with University staff.
6. Proposal must identify a sample price list based on available movies, any add-on costs (shipping, etc.), and equipment costs if downloading movies is proposed as an alternative approach.
7. State other services offered that the University has not addressed but that may be beneficial.
8. Identify any sponsorship, rebates or intern opportunities that may be available to UMW.
9. Current list(s) of movies and studios or producers by license type that are currently covered.

10. Include suggestions on possible alternative approaches to meet the University's requirements.
11. Provide proof of financial stability of your company.
12. Provide a copy of your latest certificate of insurance.
13. Provide a copy of your commercial warranty (reference "Warranty (Commercial) Provision #26.
14. Identify all licenses and certifications that the contractor and/or employees are required to hold in order to complete the work requested under this RFP, along with a copy of licensing adequate to cover the award period.
15. Describe in detail your cancellation requirements.
16. Describe replacement of any malfunctioning deliveries. List discounts that will be given for any inconvenience.
17. Identify any proposed subcontracting that will expand the resources available to the University.
18. Pricing Schedule – Pricing requested in Attachment A. Also identify available rebates, discounts, scholarships, etc.
19. Small Business Subcontracting Plan:

It is the policy of the University to contribute to the establishment, preservation, and strengthening of small, woman-owned and minority-owned (SWaM) businesses and to encourage their participation in procurement activities. The University encourages Contractors to provide for the participation of SWaM businesses through partnerships, joint ventures, subcontracts, or other contractual opportunities. All information requested by this RFP on the ownership, utilization and planned involvement of SWaM businesses must be submitted. If an Offeror fails to submit all information requested, then UMW may require prompt submission of missing information after the receipt of an Offeror's proposal.

VIII. EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated by the University's Evaluation Committee using the following criteria:

Criteria	Point Value
Methodology for providing required service – breadth and depth of available resources – individuals assigned to this tasking – acceptable alternative approaches	30
Experience with higher education, including references, credentials and background, licensing	30
Pricing (to include, but not be limited to, reductions in shipping costs, available rebates, scholarships, etc.)	30
Small Business Subcontracting Plan	10
Total	100

- IX. **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/umw-policies-and-procedures-2/>

X. SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for one hundred and eighty (180) days. At the end of the one hundred and eighty (180) days the proposal may be withdrawn

at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled. The University reserves the right to reject any proposal received in which the offeror shortens the acceptance period.

2. **ADVERTISING TO THE GENERAL PUBLIC:** In the event a contract is awarded for services resulting from this bid, no indication of such services to the University of Mary Washington will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
3. **AUDIT:** The Contractor hereby agrees to 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.
4. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
5. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two (2) 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 Proposal, including price, if so stated in the Request for Proposal. 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 University 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 Proposal 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 (*Code of Virginia, §2.2-4359D*). Should the University determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, 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.
6. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
7. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon ninety (90) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon ninety (90) days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.
8. **CONTINUITY OF SERVICES:**

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

9. COOPERATIVE PROCUREMENT/ADDITIONAL USERS – USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

- a. Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. 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 Agreement no matter the circumstances.
- b. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

10. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from

contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

11. IDENTIFICATION OF ENVELOPE: DO NOT COMPLETE; FOR EXAMPLE ONLY

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

FROM:

Name of Offeror		VA Class & Contractor No.
RFP No.	RFP Title	Due Date and Time
Address of Offeror: Street Number and Name, City, State, Zip		

Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

12. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, good or equipment delivered.

13. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by §1261 of Title 15 of the United States Code (USC) or "Pesticides" as defined in §136 of Title 7 of the United States Code, then the offeror, by submitting their proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. §1263 or Title 7 U.S.C. §136.

14. LATE PROPOSALS: To be considered for selection, proposals must be received in Procurement Services by the deadline date and hour. The official time used is that time on the automatic time stamp machine in the issuing office. Proposals received 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 Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

15. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the offeror to submit such data sheets may be cause for a lower score for the proposal.

16. PERMITS:

- a. The Contractor shall be responsible to obtain all necessary permits for work directed under this contract. Payment for such will be made on the basis of invoiced/billed cost to the Contractor.

- b. The Contractor shall comply with all applicable federal, state and local laws, codes and regulations in connection with the accomplishment of work under this contract. The Contractor shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property.

17. PRICE ESCALATION/DE-ESCALATION:

- a. Price adjustments may be permitted for changes in the contractor's cost of materials. No price increases will be authorized for one hundred and twenty (120) calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each sixty (60) days thereafter and only where verified to the satisfaction of the Procurement office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.
- b. Contractor shall give not less than thirty (30) days advance notice of any price increase to the Procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30) day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will:
 - i. Verify that the requested price increase is general in scope and not applicable just to the University
 - ii. Verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
- c. The Procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Procurement office.

18. 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.

19. RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff.

20. RENEWAL OF CONTRACT: This contract may be renewed by the University for nine (9) successive one year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.

- a. If the University elects to exercise the option to renew the contract for an additional one year period, the contract price(s) for the additional one year shall not exceed the contract prices of the original contract increased/decreased by the percentage increase/decrease of the

“other services” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other services” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

21. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- a. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a 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 offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
- b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University of Mary Washington on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement office at a minimum the following information:
 - 1. Name of firm with the DSBSD certification number
 - 2. Total dollar amount subcontracted
 - 3. Category type (small, women-owned, or minority-owned)
 - 4. 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.

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

22. STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual’s race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The

Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. The Commonwealth expressly prohibits workplace violence. Prohibited conduct includes but is not limited to:

- a. Injuring another person physically;
- b. Engaging in behavior that creates a reasonable fear of injury to another person;
- c. Engaging in behavior that subjects another individual to extreme emotional distress;
- d. Possessing, brandishing, or using a weapon that is not required by the individual's position while on state premises or engaged in state business;
- e. Intentionally damaging property;
- f. Threatening to injure an individual or to damage property;
- g. Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and
- h. Retaliating against any employee who, in good faith, reports a violation of this policy

Violations of the above standards of conduct may result in requests for apparent offenders to temporarily or permanently leave the workplace.

Definitions:

- a. Workplace: Any location, either permanent or temporary, where an employee or third party performs any work-related duty. This includes, but is not limited to, the buildings and the surrounding perimeters, including the parking lots, field locations, alternate work locations, and travel to and from work assignments.
- b. Third parties: Individuals who are not state employees, but who have business interactions with state employees. Such individuals include, but are not limited to:
 - i. Customers, including applicants for state employment or services
 - ii. Vendors/Contractors
 - iii. Volunteers
 - iv. Relatives
 - v. Unknown parties
- c. Workplace Violence: Any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees or third parties. It includes, but is not limited to, beating, stabbing, suicide, shooting, rape, attempted suicide, psychological trauma such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as stalking, shouting or swearing.

Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia

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

24. WARRANTY (COMMERCIAL): The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided

therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

- 25. FUTURE SERVICES:** The University reserves the right to request _"awarded contractor" ____ to provide additional Services under similar and market-based pricing, terms, and conditions to make modifications or enhancements. Such additional Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Such newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
- 26. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY THE CONTRACTOR TO PERFORM WORK ON UMW PROPERTY:** The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on UMW property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University Contract Administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on University property those individuals whom it deems qualified and permissible based on the results of completed background checks.

Notwithstanding any other provisions herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Disapproval by the University will solely apply to UMW property and shall have no bearing on the Contractor's employment of an individual outside of UMW.

- 27. EXTRA CHARGES NOT ALLOWED:** All costs must be detailed in the quote provided; extra charges for costs not indicated in the quote will not be permitted or covered by payment.
- 28. FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- 29. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities ordered, regardless of whether such total quantities are more or less than those shown.
- 30. OWNERSHIP:** Any recordings or videos produced will remain the sole property of the University of Mary Washington.
- 31. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in purchase order(s) with the eVA transaction fees assessed for each order. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date.
- 32. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that any information and data obtained as to personal facts and circumstances related to students, staff, or clients will be held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency'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 agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding

external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

XI. METHOD OF PAYMENT: The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

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 charge 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, contact UMW's Accounts Payables department at payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with 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.

To be considered eligible for payment, **all invoices must be received at the address below** and should reference the eVA purchase order and UMW contract numbers. A copy of each invoice should be sent (email is acceptable) to the Contract Administrator.

University of Mary Washington
Attention: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401

ATTACHMENT A

PRICING SCHEDULE

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

The Contractor agrees to provide the services, to include all labor, services and materials, in compliance with the statement of need and all terms and conditions of this Request for Proposals, at the following prices:

Contractor must provide pricing details – price per rental, shipping costs, any other add-on costs, late charges, etc.	Provide a complete price list for all products offered and all associated costs.	\$ INCLUDE COMPLETE PRICE LIST
Scholarships, Rebates, Volume Pricing, Internships and other Offerings of the Contractor.	Provide complete details for any price considerations such as discounts, rebates or offerings such as internships for our students or scholarships for University programs.	\$ INCLUDE COMPLETE DETAILS
OPTIONAL: Contractor shall provide alternatives to meeting solicitation requirements and all associated costs.	Provide a complete price list for all products offered and associated costs.	\$ INCLUDE COMPLETE PRICE LIST

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 Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

DEFINITIONS:

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

"Woman-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. *(Code of Virginia, § 2.2-4310)*

Bidder Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT B (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

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

DSBSD Certification No.: _____ Expiration Date: _____

Section B

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

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

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Women (W) or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
Total Planned Subcontracting Spend (\$)					

ATTACHMENT C

SWAM INITIATIVE
VP FOR ADMINISTRATION & FINANCE AND CFO SWAM SUPPORT LETTER

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.

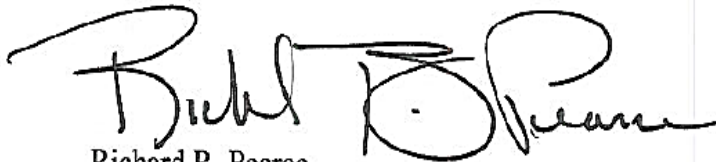
We conduct substantial business with small firms and have a particular institutional focus on developing long-term business relationships with women-owned and minority-owned businesses. We count on our majority firms to help us achieve our goal.

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,



Richard R. Pearce

Vice President for Administration and Finance and CFO

ATTACHMENT D

SWAM SUBCONTRACTOR SPEND REPORTING
FORM LOCATED ON PROCUREMENT SERVICES WEBSITE

<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

Business Services

Procurement Services

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

Central Storeroom/Surplus
Contracts
Laws, Policies and Procedures
Forms
Training
Small Purchase Credit Card
Directions and Maps

You are here: [Home](#) / [Vendors](#) / [SWaM Reporting](#)

SWaM Reporting

The University of Maryland System, as an agency in the Commonwealth of Virginia, is required to report all small business spend, importance is also placed on utilizing local woman-owned and minority-owned businesses to procure goods and services for the university. UMW's goal is to have a total SWaM (small, woman-owned and minority-owned) spend of 5% of total procurement spend.

Vendor Resources
Vendor Policies and Guidelines
Vendor Registration Requirements
SWaM Reporting
Vendor Survey

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 minglan
Type the text
Privacy & Terms

Upload document – Excel or Word Only

Type in info for each sub