



Commonwealth of Virginia
Standard Contract

UCPUMW 17-636
English as a Second Language (ESL) Bridge Program

This contract entered into this 14th day of June, 2017 by the International Language Academy of Washington (ILA), hereinafter called the "Contractor" or "ILA" and the Commonwealth of Virginia, University of Mary Washington called the, "University" or "UMW".

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

PERIOD OF CONTRACT: June 22, 2017 – June 21, 2022 with two (2), two-year renewal options.

CONTRACT DOCUMENTS: The contract documents shall consist of:

1. This signed Contract including all negotiated terms;
2. The Contractor's proposal dated March 30, 2017 including all attachments;
3. Any addenda and the original solicitation, RFP# 17-636, dated February 14, 2017 to include:
 - a. The Statement of Needs;
 - b. The General Terms and Conditions, and;
 - c. The Special Terms and Conditions.

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.

SCOPE OF SERVICES: The Contractor shall provide the services described as follows:

The Bridge Program is designed to enable students to achieve the English Language Proficiency required for full admission to the University of Mary Washington as well as earn UMW course credits and college campus acclimation to ensure the success of the student.

Whether the Program is in Phase 1 or Phase 2, ILA shall be responsible for ALL student I-20s until such time that the student is fully admitted to the University when the I-20 responsibility will transfer to UMW.

Program Phase 1

Pre-Implementation of Full Bridge Program

The International Language Academy of Washington DC ("ILA") shall provide an English as a Second Language (ESL) Instructional Program ("the ESL Program") to the University of Mary Washington's ("UMW," "the University") with the following required components:

- I. General Requirements: The ESL Program shall be a full-time program for international students:
 - A. Instructional sessions shall take place according to the ILA academic calendar at the McLean, Virginia campus site. All ESL Instruction shall be provided by ILA.
- II. Application/Acceptance/Admittance to UMW:

- A. Application: Students must submit UMW's application for either Undergraduate or Graduate admission, found at <http://www.umw.edu/admissions/apply/>, and all academic transcripts; matriculation/secondary school certificates, mark sheets, and diplomas with a certified copy of the English translation for high school work completed. If the student will be applying as a transfer student, a transcript from each college or university attended must also be submitted with the application. Original documents are preferred; copies must be certified and attested by the United States' embassy or notary public.
- B. Conditional Acceptance: The University will issue a Conditional Letter of Acceptance (CLA) to those qualified candidates who meet the general admission requirements of the University but who do not yet meet the University's English language proficiency admission requirement. These students will be considered non-degree seeking students. Students who are conditionally accepted must fulfil the English Proficiency admission requirement by providing documented evidence of English language proficiency through one of the following:
 - 1. Either, successful completion of the ILA course levels 11 and 12, or
 - 2. An International English Language Testing System (IELTS) score of 6.5
 - 3. Test of English as a Foreign Language (TOEFL) score of 80
- C. If an International student applies to UMW and does not meet the language proficiency requirement, instead of denying those applicants, UMW may refer applicants to ILA to allow them to further their ESL studies and start the conditional acceptance process.
 - 1. If, upon testing and/or evaluation by ILA, the student referred to ILA is deemed to place below levels 11&12, those applicants will not receive conditional acceptance to UMW until they have met the conditional acceptance requirements as stated above.
- D. Full Admission to the University: The University will grant full admission to those qualified students who have met both the general admission requirements of the University as well as documented English Language proficiency.
- E. The University will waive the University Application Fee for all ESL Program referred applicants.

III. Marketing to the Public:

- A. ILA may market UMW as a University option that may provide acceptance to ILA's ESL student's, conditional upon meeting the University's acceptance requirements and upon successful completion of the ILA ESL Program levels 11&12 to prove English language proficiency.
- B. ILA may market the partnership with UMW on its webpage, however, any advertising or marketing, whether web or print, using the University of Mary Washington name must be approved by the University before posting and making available to the public.
- C. UMW will announce that there is a new ESL option and upcoming Bridge Program.
- D. Each entity is responsible for their own marketing costs.

Program Phase 2

Post-Implementation of Full Bridge Program

ILA shall provide an English as a Second Language (ESL) Instructional Bridge Program ('the Bridge Program') at the University of Mary Washington's ("UMW," "the University") Fredericksburg Campus with the following required components:

- I. General Requirements: The Bridge Program shall be a full-time program for international students:
 - A. Instructional sessions shall take place between the hours of 8:00AM and 5:00PM, Monday through Friday, unless otherwise agreed upon between ILA and the University. If any special classes require to be

offered after 5:00PM, ILA shall provide 72 hour advance notice for approval by UMW prior to class commencement.

- B. The Bridge Program shall follow the regular University Academic calendar, and may be one or two semesters in length, depending on student achievement in meeting the requirements to matriculate.

II. Application/Acceptance/Admittance to UMW:

- A. Application: Students must submit UMW's application for either Undergraduate or Graduate admission, found at <http://www.umw.edu/admissions/apply/>, and all academic transcripts; matriculation/secondary school certificates, mark sheets, and diplomas with a certified copy of the English translation for high school work completed. If the student will be applying as a transfer student, a transcript from each college or university attended must also be submitted with the application. Original documents are preferred; copies must be certified and attested by the United States' embassy or notary public.
- B. Non-Degree Seeking Acceptance: The University will issue Acceptance to UMW as a non-degree seeking student to those qualified candidates who meet the general admission requirements of the University but who do not yet meet the University's English language proficiency admission requirement. These students will be considered non-degree seeking students. Students who are accepted into the Bridge program must fulfil the English Proficiency admission requirement by providing documented evidence of English language proficiency through one of the following:
 - 1. Either, successful completion of the Bridge Program ILA course levels 11 and 12, or
 - 2. An International English Language Testing System (IELTS) score of 6.5
 - 3. Test of English as a Foreign Language (TOEFL) score of 80
- C. If an International student applies to UMW and does not meet the language proficiency requirement, instead of denying those applicants, UMW may refer applicants to ILA to allow them to further their ESL studies and start the conditional acceptance process.
 - 1. If, upon testing and/or evaluation by ILA, the student referred to ILA is deemed to place below levels 11&12, those applicants will not receive conditional acceptance to UMW until they have met the conditional acceptance requirements as stated above. Those who are placed at levels 11&12 shall be given the option to "bridge" with their conditional acceptance.
- D. Full Admission to the University: The University will grant full admission to those qualified students who have met both the general admission requirements of the University as well as documented English Language proficiency. Students must submit an application for degree-seeking admission.
- E. The University will waive the University Application Fee for all Program referred applicants.

III. Marketing to the Public:

- A. ILA may market UMW as a University option that may provide acceptance to ILA's ESL student's, conditional upon meeting the University's acceptance requirements and upon successful completion of the ILA ESL Program levels 11&12 to prove English language proficiency.
- B. ILA may market the partnership with UMW on its webpage, however, any advertising or marketing, whether web or print, using the University of Mary Washington name must be approved by the University before posting and making available to the public.
- C. UMW will announce that there is a new ELS option and Bridge Program.
- D. Each entity is responsible for their own marketing costs.

IV. ESL Instruction on UMW Campus:

- A. Bridge Curriculum: The Bridge Program Curriculum shall combine Intensive English classes with carefully selected elective classes:

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

Tel: (540) 654-1127
Fax: (540) 654-1168
procure@umw.edu

1. Advanced English classes Levels 11 and 12 led by ILA instructors to include Reading/Writing and Listening/Speaking.
 - a. These classes shall take place at the UMW Fredericksburg Campus.
 2. Academic Courses/Electives carefully selected by the program student, ILA, and UMW to advance students' educational goals in their future preferred major and meet University requirements to transfer upon full admission.
 - a. These classes shall take place at the UMW Fredericksburg Campus.
 - b. The UMW's Office of Academic Services and Center for International Education will provide advising assistance to Bridge Program students to help select the appropriate UMW academic course(s)/elective(s). Students are eligible to enroll in up to two UMW for-credit courses per semester while a student in the Bridge Program.
 - c. The UMW's Registrar's Office will help register the students for the course(s) identified during advising. As the Bridge Program student will be considered a non-degree student, the following policies shall apply: http://publications.umw.edu/undergraduatecatalog/academic_policies/non-degree-student/.
 3. These students shall have access to the UMW facilities and will be issued a UMW student ID through the EagleOne Card Office: <http://adminfinance.umw.edu/eagleone/>.
- B. Non-Bridge Curriculum: The University will allow ILA to teach non-bridge students who place below levels 11&12 on the UMW campus, provided that ILA is able to accommodate the increase in teaching instruction at this site rather than the McLean campus.
1. These students would NOT be offered housing on the UMW campus as is required for the Bridge Program students. ILA shall be responsible for finding housing for these students if they want to stay in the Fredericksburg area to take ESL instructional classes on the UMW campus.
 2. These students would ONLY be taking ESL classes through ILA on the UMW campus while ILA provides ESL instruction for the Bridge Program.
 3. UMW will limit those non-bridge students eligible for ESL instruction on the UMW campus to the ESL levels of high intermediate (7&8) and low advanced (9&10). No placement levels below high intermediate will be allowed to take ESL instruction at the UMW campus, but may continue to do so at the ILA McLean campus.
 4. As these students would have access to the UMW facilities such as the gym and library, UMW will require that these students pay the facilities fee as listed on Exhibit A Example. ILA shall provide to UMW the number of students below levels 11&12 who plan to take ESL instruction on the UMW campus, upon which UMW will invoice ILA for the facilities fee. ILA shall then collect those fees from the students and pay those to UMW.
 - a. In order to use the facilities, the non-bridge students would need to be issued a UMW student ID through the EagleOne Card Office: <http://adminfinance.umw.edu/eagleone/>.

V. Support Services:

- A. UMW will provide support services to those international students fully admitted to the University upon successful completion of the Bridge Program.
- B. Support Services provided include workshops and advising, tutoring, the math lab, writing center, and speaking center.

VI. Housing/Meals Requirements:

- A. Students participating in the Bridge Program must reside in on-campus housing for the duration of a semester or two, depending on the length of time required for the student to successfully complete the Bridge Program requirements.
1. An exception shall be made to this housing requirement for those Bridge Program students who are married or have families. Students younger than 17 years of age will have to find alternate housing options as well. In this case, ILA shall work with those students to secure housing in the Fredericksburg area.
 2. Housing assignments for the students will vary based on availability and the number of students in the Bridge Program.
 3. ILA shall request the number of beds needed no later than 2 weeks prior to the beginning of the semester for eligible bridge students.
 4. UMW will provide room and board for the Bridge Program students at rates mutually agreed upon each fiscal year for the Academic year beginning in August. The Program student shall only be required to pay the rates for the duration of their on-campus housing stay.
 5. UMW will clean each dormitory room immediately following the departure of each Bridge Program student, prior to the scheduled arrival of a new occupant. The cleaning fee is included in the fees listed in Exhibit A Example.
- B. Meals Services will be made available to the Bridge Program students by the University throughout the academic year, excluding periods during which the University is not in session. Students will need to make alternative arrangements for meals if they remain on campus during University breaks when the dining services are closed. Some residential halls may have kitchens available which may be used when campus dining is not available.
1. Fees for meal services are outlined in Exhibit A Example.

VII. Scholarships:

- A. The University will offer merit scholarships to international students in the amount of \$5,000. Upon admission, international students are automatically considered for a \$5,000 USD scholarship based on a high school GPA of 3.0 or higher on a 4.0 scale. This scholarship is renewable for up to three additional years of undergraduate study at UMW.

VIII. Student Responsibilities: Bridge Program students are expected and are required to follow all UMW policies.

- A. Bridge Program students who live in UMW housing AND/OR who are taking any classes at the UMW campus must follow all UMW policies and procedures as outlined in the Student Handbook <http://publications.umw.edu/files/2011/10/Text-for-Stu-Hndbk-2016-v2.pdf>. Students in this program shall be held to the same standards as UMW students.
- B. Any violation of UMW policies by a Bridge Program Student shall be dealt with by UMW through the Judicial Process as outlined starting on Page 47 of the Student Handbook.
- C. Any damages to University housing or other University property caused by the Bridge Program Student shall be charged back to ILA. The collection of these damage fees shall be the responsibility of ILA.

IX. Fees:

- A. ILA shall collect all fees due to UMW for room and board, facility fee, tuition, and any miscellaneous fees directly from the Program students upon their enrollment. Current rates can be found here: <http://adminfinance.umw.edu/studentaccounts/tuition-and-fees/fredericksburg-campus/>. All fees are

non-refundable. Payment shall be accompanied by a listing of all Bridge Program students utilizing UMW services during that session. Office space will be provided free of charge.

- B. ILA shall charge its own fees and tuition for ESL classes the students enroll in, which will be published on ILA's website periodically and provided to UMW prior of the start of the academic year as the rates are determined by ILA's Board of Directors. The current rate and fees can be found at the website www.ila.edu.
- C. All required fees are outlined in Exhibit A Example.

X. Staffing:

- A. ILA shall employ such staff as it may determine, in its sole judgment, is necessary to provide instruction and operate the Bridge Program. Staff names and contact information shall be given to the University before the commencement of the Bridge Program.

XI. Office/ Instructional Space:

- A. UMW will provide office space for ILA instructors. Office space is likely to be non-adjacent to the provided instructional spaces. Office space will include network and technology accessibility hookups, but will only include the necessary office furniture needed for use. ILA shall provide their own computers and printers.
- B. Instructional spaces will be scheduled by the University for the Bridge Program based on existing curriculum needs and available classroom vacancies, which may change from semester to semester. The schedule and location of instructional spaces will be discussed between ILA and UMW before the beginning of each semester term.

XII. Printing/Internet Access:

- A. Students in the Bridge Program will have access to the UMW network through their UMW credentials to access the internet.
- B. ILA Instructors and Non-Bridge ESL Program students will only have access to the UMW Guest account network to access the internet.
- C. All ESL students taking instruction on the UMW campus shall use the pay-to-print option as all non-ESL students at UMW use. Pay-to-print locations can be found on the UMW website.

XIII. Parking:

- A. Allowable parking areas will be designated before the commencement of the full Bridge Program curriculum.
- B. Bridge Program Student parking fees shall be in accordance with the upcoming semester decal prices as indicated on the Parking Management website <http://adminfinance.umw.edu/parking/>.

Exhibit A: Student Fees at UMW - Academic Year 2016-17 Example

Fees will be discussed and provided to ILA prior to the next Academic Year as the rates are determined at the BOV meeting. This Exhibit is provided only as an example of the fee structure that may be given to ILA to pass along to the students for informational purposes as the appropriate fees shall be collected from the students by ILA and paid to UMW. Tuition fees for international students are indicated by the out-of-state tuition rates.

Current rates can be found at: <http://adminfinance.umw.edu/studentaccounts/tuition-and-fees/fredericksburg-campus/>

Room and Board Fee Structure:

Lodging Locations	Cost Per Week
Residence Hall	\$225.00
UMW Apartments	\$305.00
Eagle Landing	\$325.00
Available Room Configurations	
Single: One bed per bedroom	Twice the Double rate
Double: Two beds per bedroom	Normal Rate Above
NOTE: Alvey, Arrington, Willard, Randolph and Mason shall not be available for room reservations. Rates include cleaning of the room after each session. Linen services shall not be included in the lodging rate and is not available at all through the University.	

Fall/Spring Academic Year Tuition Fees:

Fall/Spring Tuition: Intensive Course	\$1,790.00
Fall/Spring Tuition: Semi-Intensive Course	\$1,410.00

Dining/Meals Service Fee Structure:

University Center Dining	Cost Per Meal
Breakfast	\$6.65
Lunch/Brunch	\$8.90
Dinner	\$11.50
Saturday Brunch	\$11.50
Sunday Brunch	\$12.15
NOTE: Each student may place funds on their University-issued EagleOne Student ID Card and the cost will be deducted from the balance by "swiping" the card for each meal purchase. All other food venues on campus are retail and the student may use the EagleOne card, money, or cash. No credit cards are accepted at the retail dining locations.	

Facility Fee: \$20.00 per semester (non-refundable). The Facility Fee shall entitle each student to use UMW's library, gymnasium, swimming pool, computer center, and other student recreational, social, and health facilities, which are subject to reasonable restrictions of UMW.

Parking Decal Fee: Parking Decals must be purchased if using a personal vehicle to remain on campus as a residential student. Residential Student parking decals (yellow decal) are \$225 for the 2016-2017 Academic Year. If only attending UMW for one semester rather than a whole Academic Year, the decal may be returned to Parking Management for a refund of ½ of the total amount paid. Decal fees may change each Academic Year but are detailed on the Parking Management website: <http://adminfinance.umw.edu/parking/>.

Invoicing: UMW will issue an invoice for any and all fees to be collected (Room and Board, Meals, Tuition, etc.) no later than a week prior to the beginning of the upcoming semester for eligible Bridge Program Students. ILA shall pay all invoices Net 30 days from the issue date of the invoice.

Exhibit B: Sample Letter of Conditional Admission



May 29, 2015

First Name, Last Name
c/o Program Contractor Name
Program Contractor Address

Dear First Name,

Congratulations! I am pleased to offer you conditional admission to the University of Mary Washington for the fall 2016 semester. With your high level of academic achievement, we feel that UMW is the right place for you to achieve your academic goals in the United States. We look forward to having you join us as one of the "great minds" working at the University of Mary Washington. This letter is a conditional offer of admission pending fulfillment of UMW's English proficiency requirement.

The University of Mary Washington is pleased to partner with Program Contractor Name to make this opportunity possible. Successful completion of the Program Level English Class will fulfill the UMW English requirement. While studying at the Program, you can experience life as a UMW student when you live on campus, eat in our dining areas, study at Simpson Library, and use our state of the art fitness center. The University of Mary Washington and the greater Fredericksburg area provide a rich array of academic, research, internship, leadership, and recreational opportunities. On the weekends you can also visit Washington, DC, our nation's capital, only 85 kilometers from campus and accessible by a short train ride.

Your official offer of admission will be sent once you have documented English proficiency and have met all other conditions listed in the agreement. If you have any questions, contact admit@umw.edu

Sincerely,

Melissa Yakabouski
Director of Undergraduate Admissions

(Conditional Letter of Admission Agreement Enclosed)

Conditional Letter of Admission Agreement

The University of Mary Washington is pleased to offer the opportunity for academically strong students to pursue a bachelor's degree at UMW. A student may be conditionally accepted for the fall or spring term. UMW is a primarily residential University and we strongly recommend that first-year students live on campus.

The following are conditions for admission:

- A. Demonstrate English proficiency through the successful completion of the Program Level English class.
- B. Send proof of English proficiency to the Office of Admissions 2 weeks prior to fall or spring term.
- C. Return the acceptance form and submit the enrollment deposit by the deadline.
- D. Attend the International Student Orientation in either the spring or fall semester.

I understand and agree to meet all of the conditions outlined above. I further understand that failure to meet these conditions will result in the offer of admission to UMW being rescinded.

Name (Print)	Signature	Date
Name: Last Name, First Name		
ID: Banner ID #		

CONTRACT ADMINISTRATION: The Vice President for Enrollment Management, 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. In addition, the Director for the Center for International Education shall be identified to act as the Program Administrator to oversee the day-to-day functions of the program.

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>

SPECIAL TERMS AND CONDITIONS:

1. **ADDITIONAL GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Such additional Goods and 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.
2. **ADVERTISING TO THE GENERAL PUBLIC:** In the event a contract is awarded for services resulting from this solicitation, 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. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
4. **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.
5. **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.
6. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. 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 sixty (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 all outstanding orders issued prior to the effective date of cancellation.
7. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, 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.
8. **CONTINUITY OF SERVICES:**
 - a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency 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 Agency 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

- iii. That the Agency 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 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 Offeror's 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.

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. **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.
12. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
13. **OFFEROR'S REPRESENTATION:** Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract
 14. **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.
 15. **RELATIONSHIP OF PARTIES:** No Program staff member shall be an employee of the University, but shall be an independent contractor. Nothing in any resulting agreements shall be construed as authority for the Program

Contractor to make commitments which shall bind the University or to otherwise act on Behalf of the University, except as the University may expressly authorize in writing. The Contractor is not an agent, franchisee, partner or joint venture of the University for any purpose, and the Contractor shall refrain from representing itself to be anything other than an independent contractor. The Contractor shall be responsible for deducting all federal, state, and local income taxes, FICA and/or other taxes or charges required to be deducted from the Contractor's employees' compensation.

The Contractor is engaged in an independent business and the University shall have no right to direct or control in any way or to any degree the manner in which the Contractor conducts the Program. The Contractor shall not be authorized and shall not make any agreement, contract, or representation on behalf of the University or create any obligation, express or implied, on the part of the University.

The University shall not have any obligation to insure the Contractor's property. All charges for miscellaneous services (including but not limited to telephone, printing, bookstore) supplies to the Contractor shall be payable by the Contractor either directly to the supplier of such service or to the University. The Contractor shall comply fully with all provisions of applicable workers' compensation insurance laws and shall carry and pay for workers' compensation insurance, public liability insurance, property damage insurance, and insurance for Contractor's assets in such amounts and such coverage as required by the Commonwealth of Virginia at minimum.

16. RENEWAL OF CONTRACT: This contract may be renewed by the University for two (2) successive two-year periods under the terms and conditions of the original contract. Prices are subject to change with each academic year following the final decision of the BOV. 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.

17. 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 bidders/offers are required to submit a Small Business Subcontracting Plan. Unless the bidder/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 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 Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the Procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement office at a minimum the following information:

1. Name of firm with the DSBSD certification number

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

Tel: (540) 654-1127
Fax: (540) 654-1168
procure@umw.edu

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.

- c. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not 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.

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

19. 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.

20. USE OF PREMISES AND REMOVAL OF DEBRIS: The contractor shall

- a. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
- b. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
- c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- e. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval from the Contract Administrator for parking in other areas.

21. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

METHOD OF PAYMENT: To be considered eligible for payment, all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers. The Contract Administrator should be sent a duplicate invoice for approval.

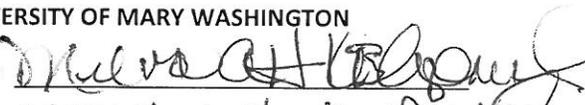
University of Mary Washington
Attention: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401

- A. The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:
1. P-card (Charge Card): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by P-card, 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. 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, and reserves the right to pay invoiced amounts exceeding \$50,000.00 at the sole discretion of the University.
 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.

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

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

CONTRACTOR
Signature: 
Printed Name: Dana Saif
Title: Executive Director
Date: 06/15/17
FEI/FIN#: 35-2422047
Phone: 703-712-8002
Email: dana.saif@ila.eu

UNIVERSITY OF MARY WASHINGTON
Signature: 
Printed: MELVA A.H. KISHPAUGH
Title: INTERIM DIRECTOR, PRIC SEA
Date: 6/15/2017