

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: **30 April 2017** **COMMODITY CODE(S):** 97741, 96234, 98172, 98143, 98136, 97732, 96260

RFP NUMBER & TITLE: RFP UCPUMW 18-661 SPECIAL EVENT EQUIPMENT RENTAL

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

WORK LOCATION: ALL UMW CAMPUSES AND PROPERTIES, FREDERICKSBURG, DAHLGREN, STAFFORD

PROPOSAL DUE DATE & TIME: **05 JUNE 2017 2PM**

**OPTIONAL PRE-PROPOSAL
CONFERENCE:** **WEDNESDAY, 17 MAY 2017 10AM**
HURLEY CONVERGENCE CENTER,
ROOM 111
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

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

PERIOD OF CONTRACT: 1 August 2017 through 31 July 2018 with five one year renewable options that if exercised will extend the term of the contract through 31 July 2023.

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 **22 May 2017**.

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

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Firm Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation and the Undersigned Firm hereby certifies that all information provided below and in schedule or attachment of this document is true, correct and complete.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL.

Name of Offering Firm: _____

Address of Offering Firm: _____

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

RFP Notification received via: ☐ eVA ☐ Newspaper ☐ Other: _____

DSBSD Certification No.: _____ Expiration Date: _____

Virginia Contractor License No. : _____ Class: _____

Specialty Codes: _____ SCC No.: _____

eVA Vendor ID or DUNS No.: _____ FEIN: _____

Submitted By (Print Name & Title): _____

Email: _____ Telephone: _____

Website: _____ Fax: _____

Signature (In Ink): _____ Date: _____

PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on **May 17, 2017** at **10:00AM** in the Hurley Convergence Center, Room 111, 1301 College Avenue, Fredericksburg, VA 22401.

- a. Bring a copy of the RFP with you to the conference
- b. Parking is available in the Parking Deck on Alvey Drive which can be accessed from Route 1, Jefferson Davis Highway. Limited on-street parking is also available along College Avenue. The Campus is located on College Avenue between William Street and Jefferson Davis Highway. The Hurley Convergence Center is closest to the Jefferson Davis Highway entrance.

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 proposal are mailed, send directly to issuing agency and buyer 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.

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 an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The objective of this solicitation is to establish contract(s) with pricing agreements with multiple qualified contractors to provide for furniture, shelters, platforms and various other items required for Special Events. Resulting contracts will be issued to provide for UMW requirements for furniture, equipment (such as heaters, generators, fans, etc.), portable shelters (tents, arches, etc.), temporary platforms (staging), sundry associated rentals (linens, props, etc.) and other items that may be required for a variety of events. Current annual key events include Commencement, Family Weekend, Chappell Great Lives Series, Alumni Reunions, Multi-cultural Fair, Orientation, to name a few. In addition, resulting contracts will provide for Presidential Events; Public and Private Events such as weddings; and for any other events that require similar types of equipment, structures, furniture, sundry rentals and services. Events covered by this contract will include both inside and outside events. The resulting contract will be awarded to those qualified contractors who present the best overall value to UMW in terms of types and availability of required equipment, structures, supplies, and services; available capacity to meet UMW scheduling requirements for annual key events; those offerors who have a demonstrated past performance in this industry and who can present the best overall pricing options considering rental prices, discounts, rebates, sponsorships and any associated delivery and add-on pricing. **The University makes no guaranteed minimum amount of purchase or future business with Award of Contract.**
- II. **ORGANIZATIONAL OVERVIEW:** The University of Mary Washington is a coeducational, state-supported institution of the Commonwealth of Virginia enrolling a total of approximately 5,000 undergraduate and graduate students. The institution currently consists of three academic campuses and three colleges – Arts and Sciences, Business and Education, as well as a Center for Economic Development, which connects faculty and students with regional initiatives and businesses seeking their assistance. Additional information is available at <http://www.umw.edu/about/>
- III. **BACKGROUND:** The UMW Office of Events and Conferencing promotes the brand of UMW and extends its overall mission of service, by treating various constituencies and individuals – both public and university-related – as clients, who are entitled to the office’s resources and professionalism in connection with planning and pursuing presentations that require one-stop management, facilitation, and completion. The Office of Events plans and coordinates logistics for Presidential (inaugurations and presidential addresses) and Major Institutional Events (Family Weekend, the Chappell Great Lives Series, and Commencement). In addition, the Office of Events provides consultation services for other UMW and Community Events (Multi-Cultural Fairs, Alumni Weekend, to name a few), including internal and external groups planning to host an event at the University.

UMW properties include the Fredericksburg Campus (William Anderson Center, Dodd Auditorium, University Campus Center, Tennis Center, Academic Buildings, and Athletic Fields); the Jepson Alumni Executive Center and Kalnen Inn; the Stafford Campus; the Dahlgren Campus; University Galleries (Ridderhof Martin Gallery, Gari Melchers Home and Studio at Belmont, and James Monroe Museum).

- IV. **SCOPE OF SERVICES (STATEMENT OF WORK):** UMW desires to secure the services of professional special event rental firms with direct experience and expertise in convention, event, or hospitality industry. The Contractor shall furnish all furniture, equipment, staging, temporary structures, services, labor, insurance, supervision and incidentals necessary to provide special event rental services to the University. The contractors shall develop clear, concise, and professional quality written proposal quotes for each event for review and acceptance by UMW.

The contractor will implement and adhere to proper safety and health precautions to protect, at a minimum, all of its work, employees, the public and University personnel, students, and guests.

The contractor will be certified by the manufacturer or have established experience on all equipment, systems and supplies on which the firm will provide. The Contractor will provide documentation on manufacturer certification and/or references (for previous customers with similar equipment) upon request by the end-user department with their original proposal (reference attachment xx) and as requested during the life of the contract.

The contractor will provide an event site diagram which includes rental equipment layouts, if needed.

The contractor will provide verbal and written instructions for the use of equipment.

The contractor will provide an answering service available for emergencies 24-hours a day, seven days a week.

The contractor will deliver in-stock equipment in accordance with delivery expectations of the end user. Delivery time on any non-stock equipment will be detailed to the end-user prior to order placement.

Failure of the Contractor to deliver in the timeframe indicated may result in the University cancelling any order (or part of any order) without payment to the Contractor, and the University will not be held responsible for any restocking fee or penalty.

Quoted prices are to include any and all additional costs/fees associated with product procurement (such as, but not limited to, freight/shipping cost, crating fee, eVA transaction fee, processing fee, etc.).

Site visit will be provided prior to delivery of rental equipment at no additional charge.

All equipment shall conform to any and all established manufacturer or industry standards and/or legally required laws, ordinances, and/or codes and shall be uniform, clean, superior quality, operable with no broken parts, and the same color within each ceremony/location. UMW will at its sole discretion determine if equipment is acceptable for use.

All rentals will include set-up, break-down, and return of the site to its original condition unless the University requests otherwise.

The contractor shall be responsible at all times for the actions and work of its employees. The contractor shall enforce strict discipline and good order among event personnel. UMW reserves the right to require the contractor to remove any employee whose behavior is deemed as unprofessional or objectionable.

Contractor employees are required to wear uniforms to designate their affiliation at all times while on University property. Uniforms will contain the Contractor's name and the person's name designated on the upper portion of the shirt. Uniforms must remain consistent for proper identification purposes. The Selected Firm's personnel must have a photo ID with their name, company name, and be worn above the waist at all times. The University requires such identification for security precautions and access will be prohibited if University personnel do not recognize the identification.

UMW reserves the right to obtain other costs estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. UMW reserves the right to request a quotation from one or more contractors with which the University has a contract. Upon approval of the quotation received by the University, an Agency Purchase Order will be issued as authority to proceed with work. **NO WORK WILL BE UNDERTAKEN BY THE CONTRACTOR UNTIL A WRITTEN PURCHASE ORDER HAS BEEN RECEIVED.** Contractor shall not perform work or include additional equipment which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the University.

As required by the University, the Contractor shall provide the goods/services to provide equipment rental such as outdoor tents, chairs, staging, tables, linens, generators, heaters, props and other related supplies/services/furniture/equipment on an as needed basis for UMW.

Contractors will be required to meet any/all license requirements stated within the contract at such time as the University has a project that needs to be fulfilled. Although resulting contracts may be assigned under the Contract Administration to the Special Assistant to the President/University Events or her designee, other University departments shall have the authority to utilize any resulting contracts.

Contractor must have personnel that are knowledgeable of "temporary structure permits" through the Commonwealth of Virginia and shall be trained and qualified to handle work of this type.

All persons working under the contract shall abide by the Commonwealth of Virginia Standard of Conduct and Performance.

V. SPECIFIC REQUIREMENTS

- The Contractor shall designate a single company representative as the contact person for all rental requests. The designated representative shall advise UMW of equipment availability and shall confirm each rental.
- The Contractor shall identify and provide a contact person and a day and evening telephone number for emergency communications resulting from severe weather, faulty equipment, and all problems associated with the rental. If a change in the company representative occurs, the Contractor shall immediately notify the UMW representative ordering the equipment and/or UMW's Contract Administrator.
- Request for rentals may be made by telephone, fax, or letter against a valid UMW Purchase Order Agreement.
- Failure to provide equipment that has been scheduled and confirmed in advance shall be considered a failure to perform and may result in cancellation of the contract. All requests are understood by the Contractor to be dependent on availability. If the Contractor is unable to provide the scheduled equipment more than three (3) times during each contract year, the contract may be cancelled.
- The Contractor shall have in current stock, or available for rental at the required time, all equipment in sizes bid. Tents larger than 30' x 30' may be either framed or center pole.
- The quantities shown in the Pricing Schedule are for the purposes of evaluation only; the one day event rental prices (unit price) will set the baseline for pricing for future purchase orders.
- The Contractor is responsible for damages resulting from equipment failure that may cause personal injury to an Individual or to University facilities or equipment. The Contractor agrees to purchase such insurance over and above the University's stated minimum commercial general liability coverage that they consider necessary to protect their equipment from damage or destruction during the term of this contract. The Contractor also agrees that the University shall have no obligation for payment of damages of any nature to equipment provided. Contractor further understands and agrees that no employee of UMW, other than the Chief Procurement Officer, is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation or in a purchase order issued against this solicitation, and that any signature of a University employee shall be interpreted as the University's acknowledgement of delivery only.
- In addition to the above, the Contractor shall provide to the Purchasing Agent (Procurement Services) a Certificate of Insurance indicating that the Contractor has in force the coverage specified in the Terms and Conditions of this Solicitation/Contract.
- Repeated failure to furnish materials on time, poor quality or unacceptable performance on the part of the contractor shall be deemed sufficient cause for cancellation of the agreement by the University.
- The Contractor's Service Center must be located within a 50-mile radius of the UMW's Main Campus, 1301 College Avenue, Fredericksburg, VA 22401.
- The University shall be responsible for obtaining permits for temporary structure through the Bureau of Capital Outlay Management (BCOM). However, the Contractor may be required to assist the requesting Department with the following supporting documents for tents and other amusement devices:
 - Site Plan, showing tent location and adjacent structures
 - Floor Plans, with Exits shown
 - Floor Plans, with Furnishing Layouts/Setups shown (e.g., tables, chairs, stages, food service, dance floor, etc.)
 - Certificate of Conformance with NFPA 701 for Flame Resistance, if applicable

Additional requirements regarding Site Plans include, but are not limited to:

- Temporary Structure Site Plans shall indicate distances from other occupied Buildings and Structures and the Use Group of these structures, if within 40 feet of the permit requested Temporary Structure.
- Indicate on Site Plan(s) other site occurring/affecting items, such as: general site slope(s) and ground cover, sidewalks, paths, stairs, ramps, wheelchair egress/access, roadways, drives, trees, bushes, landscaping, bodies of water, other temporary structures and site improvements.

- For further information and for information on other temporary structures, the Contractor may be required to contact the BCOM Lead Reviewer assigned to UMW to discuss the specific data and supporting documents which will be required.
- The Contractors shall adhere to all manufacturer, University and Commonwealth of Virginia requirements related to an anchoring systems, side panels, lighting, exits, locations of heaters, generators, etc. Additionally, contractor vehicles must avoid driving on grass, flower beds, walkways, fountains and University seal.
- The Contractor shall be responsible for monitoring weather conditions and may be required to cancel the erection/use of the structure should wind speed exceed manufacturer and Commonwealth requirements.
- Upon receipt of a written request from UMW, the contractor shall furnish a written description of the scope of services to be provided, ensuring mutual understanding and agreement of the services/work to be performed. The written description shall also include an estimate of the costs to complete the service, a set-up and pick-up date, expressed as either a definite date or the number of days after receipt of UMW's eVA purchase order.
- Upon approval of the quote by the Events Office, an eVA purchase order will be issued as authority to proceed with the work. The eVA purchase order shall incorporate the contractor's quote as a "not to exceed" cost and the agreed upon delivery and pick-up time.
- The Contractor shall perform no work which would result in exceeding the dollar limitation of the eVA purchase order without first having obtained written approval from the Agency.
- The University will make every effort to provide the Contractor notice of such events no later than one (1) month prior to the event date.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS FOR PROPOSAL PREPARATION:

1. All information requested must be submitted. Failure to submit all information requested may result in the purchasing vendor requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Offerors may be given an opportunity to correct a deficiency in their proposals, within an appropriate period of time, as determined by the purchasing office. Offerors who fail to submit required documentation or meet mandatory requirements, in such time for evaluation purposes may be eliminated from further consideration.
2. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses. The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal. The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor informalities, or to negotiate with all responsible vendors in any manner necessary to serve the best interests of the University. However, the University has the right to accept the best proposal as submitted, without negotiation, and may do so; therefore, vendors should not rely on having a chance to negotiate and adjust their proposals.
3. Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. *However, the classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.*
 - a. *Please note that UMW's Public Contract Gateway will publish contract documents, in their redacted digital version as provided by the contractor. No contractor-indicated proprietary data, in compliance with the stipulations detailed above, will be made publically available by UMW.*
4. In order to be considered for selection, Offerors must submit a complete response to the RFP. If proposal is submitted in person, one (1) original and six (6) copies plus one electronic media version (DVD, CD, Flash Drive) of each proposal must be submitted to the university. If your proposal includes proprietary information and you are invoking protection from disclosure under § 2.2-4342F of the Code of Virginia, *you must submit one (1) redacted copy of the proposal clearly marked with the words "REDACTED COPY" on the cover. No other distribution of the proposals shall be made by the offeror.*

5. Proposals should be as thorough and detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following information/items as part of a complete proposal:
 - a. The RFP Cover sheet, and any addenda, must be completed and signed by an authorized representative (able to be contractually obligated) of the offering vendor and returned with the RFP package.
 - b. A brief background statement describing the company should be enclosed.
 - c. Specific Format: Proposals, in accordance with the university's sustainability initiatives, must be prepared simply, economically, and with the ability to be recycled. A simple staple, a binder clip, or if necessary, a re-usable 3-ring binder are all university-preferred methods to hold dual-side printed proposal documents. Only send the quantity of copies requested in the RFP. It is preferable that semi-permanent bindings made of non-recyclable materials (i.e. plastic combs, spiral wire) are not used to bind documents. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. Emphasis should be on completeness and clarity of content; providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP.
 6. Include any other information which the vendor feels the university should consider in evaluating its proposal.
 7. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the university. This will provide an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. Oral presentations are an option of the university and may not be conducted. Therefore, proposals should be complete.
- B. SPECIFIC SUBMISSION REQUIREMENTS FOR THE RFP PACKAGE:** The Offeror should provide the following information tabbed as follows:
1. **Mandatory Requirements:**
 - a. Identify the amount of sales your company has had (if any) during the last twelve months with each public Higher Education Institution within the Commonwealth of Virginia.
 - b. Identify the location of your business indicating it is within 50-mile radius of UMW.
 - c. Provide documentation to substantiate proposed insurance is adequate to meet requirements of "Insurance" Special Term and Condition contained herein and to protect contractor's equipment from damage/destruction.
 - d. Provide evidence of your authorization to conduct business in the Commonwealth of Virginia (reference Attachment 1).
 - e. Provide understanding of "Requirement for Criminal Background Check of Personnel Assigned by Contractor to perform work on UMW Property" and "Drug Free Workplace" Special Term and Condition contained herein.
 2. **Offeror's Qualifications, Experience and Past Performance:**
 - a. Describe your understanding and any experience with temporary structure permits through the Commonwealth of Virginia, Bureau of Capital Outlay Management.
 - b. Identify your proposed single point of contact, emergency point of contact and business (invoicing) point of contact (reference attachment 2) for all UMW special event rental services.
 - c. Provide three references for contracts with similar size, scope, capabilities. Include the contract number, the agency name, the point of contact (Contracts and/or actual Customer), phone

number, and email address, along with date of service and value of the order (reference Attachment 3, Contractor Data Sheet).

- d. Identify your direct experience and expertise in convention, event, or hospitality industry.
- e. Describe ability to provide special event rental services for small or large, multi-location events. Be specific in detailing the event from beginning to end including ability to provide set-up and take-down services.
- f. Describe in detail warranty given on all equipment and service.
- g. Identify any certifications and licenses that you the contractor and/or employee(s) may currently hold.
- h. Describe the training, expertise, and supervision of personnel employed by the contractor that will be assigned to service this contract.
- i. Provide resumes of key personnel that will be assigned to this tasking.

3. Offeror's Ability to Provide Types of Products/Services identified and the Quality of the Products/Services Offered (based on product list, descriptive literature, on-line capability, etc.

- a. Provide a link to your firm's online special event rental catalog, if available, or promotional material that provides photographs, descriptions, quantities available and pricing for offered items.
- b. Describe seating options including the maximum number of uniform chairs that can be accommodated with one order. Include seating specifications, colors, etc. Provide descriptive literature, specifications and pictures of seating options being offered.
- c. Describe staging options to include various sizes, styles, skirting, etc. Provide descriptive literature, specifications, and pictures of staging being offered.
- d. Describe table options to include various sizes and styles. Provide descriptive literature, specifications and pictures of tables being offered.
- e. Describe tent options to include various sizes and styles and associated cost. Provide descriptive literature, specifications and pictures of tents being offered.
- f. Describe portable sanitation unit options to include various sizes and styles and associated cost. Provide descriptive literature, specifications, and pictures of comfort stations being offered.
- g. Describe portable generator options to include various sizes and power capabilities. Provide descriptive literature, specifications, and pictures of generators being offered.
- h. Provide information on other items your firm provides for special event rental.

4. Offeror's Specific Plans or Methodology to be used in performing services (including capability and plan of action to meet UMW demand signal for regularly scheduled key events, for short-fuse events, to address inclement weather alterations, etc.

- a. Describe timeframe for set-up and take-down of equipment.
- b. Describe consultation and guidance that may be provided to UMW in determining exact needs for specific events and locations. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needed.

- c. Describe in detail cancellation requirements.
- d. Describe invoicing procedure and timelines. Provide sample invoice with proposal.
- e. Unanticipated events may be held with little to no notice. Describe the expected turnaround time for events at UMW and how tight deadlines are met.
- f. Provide any documented standard operating procedures that would mitigate risk to UMW.
- g. Describe your staffing plan for delivery, set-up, operation, take-down and removal of equipment (numbers of employees, types of employees, responsibilities of employees).
- h. Understanding Commonwealth of Virginia Higher Education requirements for Commencement Support for the same or similar timeframes, describe your capacity to meet that demand signal.
- i. Describe any proposed subcontracting arrangements and expectations.
- j. Describe your inclement weather procedures.

5. Pricing (prices, rebates, discounts, internships, sponsorships, etc.

- a. Complete pricing schedule attached (attachment 4) filling in pricing for all items that your company can provide.
- b. Identify any offered discounts, rebates, opportunities for internships, sponsorships.
- c. Identify any add-on charges proposed in complete detail (shipping by order, by load; by delivery; split order add-on charges; cancellation fees; credit card fees). Any add-on charges that are not identified in your original proposal will not be permitted under a resulting contract. It is imperative that you identify all potential add-on charges for consideration.
- d.

6. **Small Business Subcontracting Plan.** If you are a SWAM vendor registered with the Department of Small Business and Supplier Diversity, provide your SWAM Registration Number and expiration. If you are not current a SWAM Vendor, but you meet the following conditions (250 or fewer employees or less than \$10 Million in annual sales) please contact Pat Canciglia, Buyer Specialist, at (540-654-1237) who can provide documentation to get your company appropriately identified as SWAM. In addition, complete attachment 5 to identify proposed subcontracting and percentage proposed to SWAM (reference Small Business Subcontracting and Evidence of Compliance Special Term and Condition).

VII. TIME LINES AND KEY DATES:

- A. Questions from Offerors accepted only through **22 May 2017**
- B. Proposals are Due: **5 June 2017 @ 2PM**
- C. Initial Evaluations complete & Score Sheets due: **19 June 2017**
- D. Proposal Clarification questions to Procurement Services: **19 June 2017**
- E. Tentative Proposal Clarifications complete and/or presentations (save the date): **30 June 2017**
- F. Tentative Negotiations to be complete: **10 July 2017**
- G. Award consensus recommendation: **17 July 2017**
- H. Tentative Award: **1 August 2017**
- I. Tentative Commencement of Contract (signed): **1 August 2017**
- J. Tentative Post-Award Conference: **7 August 2017**

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

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

Criteria	Point Value
Offeror's Qualifications and Experience in Providing Goods/Services (including experience with BCOM, commitment of key personnel with qualifications and experience, past performance).	20
Offeror's Ability to Provide Types of Products/Services identified and the Quality of the Products/Services Offered (based on product list, descriptive literature, on-line capability, etc.).	20
Offeror's Specific Plans or Methodology to be used in performing services (including capability and plan of action to meet UMW demand signal for regularly scheduled key events, for short-fuse events, to address inclement weather alterations, etc.).	20
Pricing (prices, rebates, discounts, internships, sponsorships, etc.)	20
Small Business Subcontracting Plan	20
Total	100

- B.** Award of Contract: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the vendor shall select the Offeror(s) which, in its opinion, has presented the best proposal(s), and shall award the contract(s) to those Offeror(s). **The University reserves the right to make multiple awards as a result of this solicitation.** The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

IX. CONTRACT ADMINISTRATION:

- A.** The Special Assistant to President/University Events shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Purchasing Department.
- B.** The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University Purchasing Department through a written two-party modification to the contract.

- X. GENERAL TERMS AND CONDITIONS:** Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: <http://adminfinance.umw.edu/procurement/files/2014/11/UMW-General-Terms-and-Conditions-Nov14.pdf>

XI. SPECIAL TERMS AND CONDITIONS:

ACCESS TO WORK: The University, the University's inspectors and other test personnel, and inspectors from Department of Labor and Industry, BCOM, or other agencies as appropriate, shall have access to the work at all times. The Contractor shall provide proper facilities for access and inspection.

ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms and conditions.

ADVERTISING TO THE GENERAL PUBLIC: In the event a contract is awarded for services resulting from this proposal, 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.

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

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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.

CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

COMPLIANCE: Failure to comply with any of the specifications contained in the scope of work provided herein may result in cancellation of contract.

CONTRACTOR RESPONSIBILITIES:

1. The contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor or supervise the Contractor's employees, ensuring adherence to the work schedule and quality of work.
 - a. One supervisor shall be appointed as main contact for the University's Contract Administrator.
 - b. The supervisor shall be able to speak and read English fluently.
 - c. It is expected that this person will report to the Contract Administrator or his/her designee daily when work is being performed under this contract.
 - d. Contractor shall assign a coordinator to review all billings to assure complete and accurate information and to act as contact person for the University.
2. Employee Conduct: The supervisor shall be responsible for the conduct and performance of the Contractor's employees, in addition to compliance with the following rules:

- a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on University premises.
 - b. No loud, boisterous or rude conduct shall be permitted.
 - c. Contractor's employees shall not use or tamper with office machines nor use University telephones at any time.
 - d. No smoking or vaping on UMW premises.
 - e. No radios, no portable music sources, nor the use of residence hall televisions shall be permitted.
 - f. No unauthorized personnel: The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract.
 - g. Uniforms: Contractor's employees shall be uniformed in readily identifiable clothing at all times when performing work under this contract. Uniforms shall be provided by the Contractor at no cost to the University.
3. Damages to listed equipment caused by the Contractor's negligence or nonfeasance shall be repaired at no cost to the University.

CONTRACTOR DATA SHEET: The bidder shall complete the Contractor Data Sheet being sure to include three (3) recent references for whom the bidder has done a similar job of comparable size. Reference Attachment 3.

CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is seven hundred and fifty thousand (\$750,00) or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one-thousand dollars (\$1,000) or more, but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR". The board shall require a master tradesman license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
 Licensed Class B Virginia Contractor No. _____ Specialty _____

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of §54.1-1115 of the Code of Virginias (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private

health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor.

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

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Bidder/Offeror's bid or proposal package. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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

CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY 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 the responsibility for confirming to the University Contract Administrator that the background checks have been completed prior to the work being performed by their employees or subcontractors. The Contractor shall only assign to work on University properties those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision 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 UMW will solely apply to UMW property and should have no bearing on the Contractor's employment of an individual outside of UMW.

DRUG FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations for advertisements for employees place by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

E-VERIFY PROGRAM: Effective 12/1/2013, and pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. *If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.*

ENVIRONMENTAL LIABILITY: Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

EXCLUSIVITY: The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.

EXTRA CHARGES NOT ALLOWED: The bid price shall be for the product and delivery, and shall include all applicable freight and transportation charges; extra charges will not be allowed.

FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and code. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

FISCAL YEAR PROCESSING: The University of Mary Washington's fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

FORMAL SOLICITATION COMMUNICATIONS/DISQUALIFICATION OF OFFERORS:

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

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

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

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

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

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.

IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package):

FROM: _____

_____	_____	_____
Name of Offeror	Due Date	Time
_____	_____	_____
Street or Box No.	RFP No.	
_____	_____	
City, State, Zip	RFP Title	

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

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.

INSPECTION: All work and materials in each project shall be subject to final inspection by an authorized representative of the University. Any omission or failure on the part of such representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

INSPECTION OF JOB SITE: Contractor certifies that they have inspected the job site and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

INSURANCE: By signing this contract, the Contractor certifies it will have the following insurance coverage at the time the contract is awarded and through the term of each contract renewal period. For construction contracts, if any subcontractors are involved, the subcontractor will have worker's compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et. Seq. of the Code of Virginia. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage's 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. Worker's 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

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

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

employees that change their worker's 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. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The University must be named as an additional insurer and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence (Only used if motor vehicle is to be used in the contract.)

KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

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

LIQUIDATED DAMAGES, FURNISH AND INSTALL: Work shall begin at the designated date and time requested by the contract administrator and all work shall be completed by the date and time stated on the purchase order. It is hereby understood and agreed by the offeror that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, the contractor will be responsible for re-procurement costs including, but not limited to, contracting with a new vendor to complete the necessary services; except that if the delivery be delayed by act, negligence or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified at the purchasing office's sole discretion for good cause shown.

MISS UTILITIES: As required, it shall be the Contractor's responsibility to contact Miss Utilities a minimum of forty eight (48) hours prior to installation to have all existing underground utilities located, and shall be responsible for any damage to the underground utilities during the performance of this contract.

OPERATING VEHICLES ON UMW CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. The safety of our students, faculty and staff is of paramount important to us. Accordingly, violators may be charged.

ORDERING PROCEDURES: The awardee of a contract under this solicitation shall be issued one (1) master contract (UCP UMW 18-661) which will be valid for the term of the contract. Individual purchase orders will be issued on a per occurrence basis when goods are required. Each purchase order will reference the particular goods to be provide and the master contract number.

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.

PRICE ESCALATION/DE-ESCALATION:

- a. Price adjustments may be permitted for changes in the contractor's cost of materials and are only authorized at time of renewal (exercise of option periods) and only if formally documented in a corresponding contract modification. 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 ninety (90) days advance notice of any price increase to the Procurement office. Any approved price changes will be effective only at the beginning of the term of the next option 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.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directly 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. Reference Attachment 6.

PROPOSAL ACCEPTANCE PERIOD: Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 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.

PUBLIC POSTING OF COOPERATIVE CONTRACTS: UMW maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

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.

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

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

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offers are required to submit a Small Business Subcontracting Plan. Unless the bidder/offers is registered as a Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offers or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- A. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly or quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information:
1. Name of firm with the DSBSD certification number
 2. Phone number
 3. Total dollar amount subcontracted
 4. Category type (small, women-owned, or minority-owned)
 5. Type of product or service provided

Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

UMW, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace*, or 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: Injuring another person physically; Engaging in behavior that creates a reasonable fear of injury to another person; Engaging in behavior that subjects another individual to extreme emotional distress; Possessing, brandishing, or using a weapon that is not required by the individual's position while on state premises or engaged in state business; Intentionally damaging property; Threatening to injure an individual or to damage property; Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and 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:

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, alternative work locations, and travel to and from work assignments.

Third parties: Individuals who are not state employees, but who have business interactions with state employees. Such individuals include, but are not limited to:

- Customers, including applicants for state employment or services
- Vendors
- Contractors
- Volunteers
- Relatives
- Unknown parties

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

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 Section B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the Identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Title 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and is not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. Reference Attachment 1.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

SUBMISSION OF INVOICES: All invoices shall be submitted within thirty (30) days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the thirty (30) day period will not be processed for payment.

UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least fourteen (14) days prior to the time set for receipt of proposals. A copy of all queries and the respective response will be provided in the form of an addendum. Your signature on your Offer certifies that you fully understand all facets of this solicitation.

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.

WARRANTY OF MATERIALS AND WORKMANSHIP: The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this contract.

WORK SITE DAMAGES: Any damage to existing utilities, equipment or furnished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

WORK SITE USE: The Contractor expressly undertakes, either directly or through its Subcontractor(s):

- a. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
- b. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
- c. To 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 operation, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.

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

1. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale. *If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via credit card for invoices \$50,000.00 or less.*
2. "ePayables" through Bank of America: All payments under ePayables will have a *net 16* payment term. For more information about this payment option, please view <http://www.bankofamerica.com/epayablesvendors> or contact UMW's Accounts Payables department at payables@umw.edu.
3. Payment (by check or ACH) will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984
4. *To be considered eligible for payment, all invoices must be received at the following address and should reference the eVA purchase order and UMW contract numbers:*
University of Mary Washington
Attn.: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401.

XIII. ATTACHMENTS:

- 1. State Corporation Commission Form**
- 2. Single, Emergency and Administrative Point of Contact Identification Sheet**
- 3. Contractor Data Sheet**
- 4. Pricing Schedule**
- 5. SWAM Subcontracting Plan**
- 6. Proposed Subcontractors**
- 7. Sample Master Agreement**
- 8. UMW Letter—SWAM Initiative**

ATTACHMENT 1 -- STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) Registration Information. The bidder:

_____ is a corporation or other business entity with the following SCC identification number _____ -

OR-

_____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **—OR—**

_____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped in Virginia from bidder's out-of-state location) **—OR—**

_____ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Title 13.1 or 50 of the Code of Virginia.

***NOTE*>>** Initial in the following space if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): _____

RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE

ATTACHMENT 2 POINT OF CONTACT INFORMATION

SINGLE POINT OF CONTACT

CONTACT PERSON'S NAME	
CELL PHONE NUMBER	
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	
BEEPER/PAGER NUMBER	
TELEPHONE NUMBER – NORMAL WORKING HOURS	
TELEPHONE NUMBER – AFTER WORKING HOURS	
FAX NUMBER	
EMAIL ADDRESS	

EMERGENCY POINT OF CONTACT

CONTACT PERSON'S NAME	
CELL PHONE NUMBER	
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	
BEEPER/PAGER NUMBER	
TELEPHONE NUMBER – NORMAL WORKING HOURS	
TELEPHONE NUMBER – AFTER WORKING HOURS	
FAX NUMBER	
EMAIL ADDRESS	

RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE

ADMINISTRATIVE POINT OF CONTACT

CONTACT PERSON'S NAME	
CELL PHONE NUMBER	
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	
BEEPER/PAGER NUMBER	
TELEPHONE NUMBER – NORMAL WORKING HOURS	
TELEPHONE NUMBER – AFTER WORKING HOURS	
FAX NUMBER	
EMAIL ADDRESS	

INVOICING/PAYMENT POINT OF CONTACT

CONTACT PERSON'S NAME	
CELL PHONE NUMBER	
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	
BEEPER/PAGER NUMBER	
TELEPHONE NUMBER – NORMAL WORKING HOURS	
TELEPHONE NUMBER – AFTER WORKING HOURS	
FAX NUMBER	
EMAIL ADDRESS	

RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE

ATTACHMENT 3

CONTRACTOR DATA SHEET

QUALIFICATION OF CONTRACTOR: The Contractor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

- **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of service.

_____ Years _____ Months.

- **REFERENCES:** Indicate below a list of at least four (4) recent references, either commercial or governmental, for which this type of service has been provided. Include the date the service was furnished, and the name and address of the person the University has permission to contact, date of service, value or order, and contract number:

NAME AND ADDRESS	CONTACT PERSON	EMAIL ADDRESS	TELEPHONE NUMBER	DESCRIPTION OF WORK COMPLETED AND DATE OF COMPLETION

RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE

ATTACHMENT 4-- PRICING SCHEDULE

RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE

The Contractor agrees to provide the services in compliance with the scope of work for each specific line item/services at a firm fixed price for the period of this agreement as follows.

In any instance where the contractor cannot provide the required services within an acceptable timeframe, the University reserves the right to purchase these services on the open market.

The quantities are estimated quantities used for evaluation purposes only. The University reserves the right to purchase those services actually needed and in quantities as required by the University regardless of whether such total quantities are more or less than those shown.

Item No	Description	Daily Rental	Quantity	Unit	Total
TENTS and Canopies (Provide, Install, and Remove)	To include poles and concrete anchors, courtyard tents (all require concrete anchors)				
1	Tents, 10' x 10', Standard Tent	\$		Each	\$
2	Tents, 10' x 10', High Peaked	\$		Each	\$
3	Tents, 15' x 15'	\$		Each	\$
4	Tents, 15' x 30'	\$		Each	\$
5	Tents, 20' x 20'	\$		Each	\$
6	Tents, 30' x 30'	\$		Each	\$
7	Tents, 30' x 40'	\$		Each	\$
8	Tents, 30' x 45'	\$		Each	\$
9	Tents, 30' x 50'	\$		Each	\$
10	Tents, 30' x 60'	\$		Each	\$
11	Tents, 30' x 75'	\$		Each	\$
12	Tents, 40' x 80'	\$		Each	\$
13	Tents, 60' x 100'	\$		Each	\$
14	Tents, 80' x 100'	\$		Each	\$
TENT Accessories (Provide, Install, and Remove)					
15	Concrete Anchors	\$		Each	\$
16	Concrete Covers	\$		Each	\$
17	Tent Pole Covers	\$		Each	\$
18	Tent Liner for Each Size Tent	\$		Each	\$
19	Tent Lights, Twinkle	\$		Each	\$
20	Tent Lights, Bistro	\$		Each	\$
21	Tent Lights, Lanterns, Japanese 12", 16", 20" and 24"	\$		Each	\$
22	Tent Fan	\$		Each	\$
23	Tent Gutter	\$		Each	\$
TABLES (Rental, Set-up, Breakdown)					
24	Banquet Rectangular 4' x 30"	\$		Each	\$
25	Banquet Rectangular 6' x 30"	\$		Each	\$

26	Banquet Rectangular 8' x 30"	\$		Each	\$
27	Banquet Rectangular 6' x 18"	\$		Each	\$
28	Banquet Rectangular 8' x 18"	\$		Each	\$
29	Banquet Rectangular 8' x 30" Children's Table	\$		Each	\$
30	Banquet Round 3'	\$		Each	\$
31	Banquet Round 4'	\$		Each	\$
32	Banquet Round 5'	\$		Each	\$
33	Banquet Round 6'	\$		Each	\$
34	Banquet Round ¼ Round	\$		Each	\$
35	Banquet Round ½ Round	\$		Each	\$
36	Cocktail Rounds Tall and Standard Heights 2'	\$		Each	\$
37	Cocktail Rounds Tall and Standard Heights 3'	\$		Each	\$
38	Cocktail Rounds Tall and Standard Heights 2' Lighted	\$		Each	\$
39	Square 2'	\$		Each	\$
40	Square 4'	\$		Each	\$
41	Square 5'	\$		Each	\$
42	Serpentine 8'	\$		Each	\$
CHAIRS (Rental, Set-up, Breakdown)					
43	Padded Garden, White, Black and Natural	\$		Each	\$
44	Folding Black, White, and Tan	\$		Each	\$
45	Chivari Barstool, Black and Natural	\$		Each	\$
46	Chivari Black, Gold, Silver, Mahogany, and ICE	\$		Each	\$
STAGE SECTIONS, 4' X 8' (PROVIDE, INSTALL, AND REMOVE)					
47	Stage, 12" High	\$		Each	\$
48	Stage, 32" High	\$		Each	\$
STAGE EQUIPMENT (PROVIDE, INSTALL AND REMOVE)					
49	Staging (Risers 4 x 4)	\$		Each	\$
50	Staging Steps	\$		Each	\$
51	Black Astroturf Covering for Stage	\$		Each	\$

52	4' Guard Rails for Staging	\$		Each	\$
53	ADA Access Ramps by the Foot	\$		Each	\$
STAIRS (PROVIDE, INSTALL AND REMOVE)					
54	Stairs, 12" High	\$		Each	\$
55	Stairs, 32" High	\$		Each	\$
PIPES AND DRAGES (RENTAL ONLY)					
56	10' High Black, Navy Blue and Royal Blue	\$		Each	\$
57	12' High Black, Navy Blue and Royal Blue	\$		Each	\$
58	20' High Black, Navy Blue and Royal Blue	\$		Each	\$
STANCHIONS (RENTAL ONLY)					
59	36" High, without Rope	\$		Each	\$
STANCHIONS CHROME PORTA POST					
60	6' Section Red Velour Rope	\$		Each	\$
	8' Section Red Velour Rope	\$		Each	\$
ARCHES (PROVIDE, INSTALL AND REMOVE)					
61	Brass	\$		Each	\$
62	Wood	\$		Each	\$
COLUMN (PROVIDE, INSTALL AND REMOVE)					
63	33"	\$		Each	\$
64	46"	\$		Each	\$
65	56"	\$		Each	\$
66	76"	\$		Each	\$
SCREEN (PROVIDE, INSTALL AND REMOVE)					
67	6 Panel Bi-Fold Screen, White	\$		Each	\$
CHUPPAH (PROVIDE, INSTALL AND REMOVE)					
68	5' X 7' White Lattice	\$		Each	\$
UMBRELLA (PROVIDE, INSTALL AND REMOVE)					
69	7' White Umbrellas for Outdoor Tables	\$		Each	\$
70	Market Umbrella, Hunter Green	\$		Each	\$
LOUNGE FURNITURE (PROVIDE, INSTALL AND REMOVE)					
71	Sectional Full Sofa	\$		Each	\$

72	Sectional Love Seat	\$		Each	\$
73	Sectional Arm Chair	\$		Each	\$
74	Sectional Ottoman	\$		Each	\$
FLOORING (PROVIDE, INSTALL AND REMOVE)					
75	Deck Flooring	\$		Each	\$
76	Dance Floor	\$		Each	\$
77	White Marble Dance Floor	\$		Each	\$
78	Black Marble Dance Floor	\$		Each	\$
79	25' Red Carpet	\$		Each	\$
80	50' Red Carpet	\$		Each	\$
MISCELLANEOUS (PROVIDE, INSTALL AND REMOVE)					
81	6' Bar Tops for Rectangular Tables	\$		Each	\$
82	Portable Bar	\$		Each	\$
83	Table Wheels	\$		Each	\$
84	Table Extenders	\$		Each	\$
BAR					
	Portable Acrylic Bar	\$		Each	\$
COMMENCEMENT STAGING	See requirements for staging along with diagrams	\$		Each	\$
DELIVERY		(Per Order)	(Flat Rate)		
85	Delivery and Pickup Charge, Flat Rate, for Chairs, Tables, Pipe and Drapes, Stanchions, and other items as Required.	\$	\$	Events	\$
TOTAL NET PRICING:					\$
	Informational Pricing: The Contractor offers to the University the following discount from the contractor's standard published list price in effect at the time of the rental for all items not listed above _____ % - Listed Price				

ATTACHMENT 5 -- SMALL BUSINESS SUBCONTRACTING PLAN
MUST BE COMPLETED AND RETURNED WITH PROPOSAL

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 <https://www.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.

Section A

If your vendor is 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 vendor's 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 Certificate #	Indicate if also: Women (W) or Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Total Planned Subcontracting Spend (\$)					

ATTACHMENT 6

SUBCONTRACTOR APPROVAL REQUEST

No portion of the work (including equipment) shall be subcontracted to another firm or individual **without prior written consent** of the University of Mary Washington. In the event that the contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University with the names, qualifications and experience of their proposed subcontractors for agency approval. The primary contractor shall, however, remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the contract.

List proposed subcontractor(s), including name, address, contact person, and type of work to be performed under this contract below:

Company and Individual Name and Address	Contact Person and Phone Number	Type of Work to be Performed	Type of Equipment Proposed Subcontractor will Provide	Qualifications of Proposed Subcontractor

ATTACHMENT 7-- SAMPLE ONLY
Contract #XX-XX
UNIVERSITY OF MARY WASHINGTON
Commonwealth of Virginia
Standard Contract/Master Agreement

=====

This contract entered into this XX day of Month 2017 by CONTRACTOR NAME, hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington called the "Purchasing Agency", or UMW.

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

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

PERIOD OF CONTRACT: DATE; through DATE with an option to renew for an additional (OPTIONAL RENEWALS IF ANY) additional TERM periods.

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

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

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FEI/FIN# _____

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

ATTACHMENT 8--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,

A handwritten signature in black ink, appearing to read "Richard R. Pearce". The signature is fluid and cursive, with a large initial "R" and a stylized "P".

Richard R. Pearce

Vice President for Administration and Finance and CFO

