



SEALED REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: 26 January 2018

RFP NUMBER & TITLE: RFP UCPUMW 18-774 -- Golf Carts (Rental, Lease, Purchase, Maintenance and Repair)

PROPOSAL DUE DATE & TIME: 26 February 2018, No Later than 3PM

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

WORK LOCATION: University of Mary Washington, All Campuses

COMMODITY CODE(S): 97538, 92962, 07153

CONTRACT OFFICER: Patricia A. Canciglia, Sr. Contract Officer
PHONE: 540-654-1237
EMAIL: pcancigl@umw.edu

PERIOD OF CONTRACT: Date of Award (no later than 4/1/2018) for one year with five (5) one-year renewal options that if exercised will extend the term of the contract to 2024.

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided below and in schedule or attachment of this document is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm’s principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.



THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: _____

Address of Offering Firm: _____

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

DSBSD Certification No.: _____ Expiration Date: _____

eVA ID: _____ Tax ID: _____

Email: _____ Telephone: _____

Website: _____ Fax: _____

Submitted By (Print Name & Title): _____

Signature (In Ink): _____ Date: _____

SEALED REQUEST FOR PROPOSALS (RFP)

QUESTIONS/INQUIRIES: All inquiries for information should be directed via email to the contract officer listed above, referencing the solicitation by name and number. No questions will be accepted after **16 February 2018**.

PROPOSALS: Sealed Proposals for furnishing the goods/services described herein must reach the listed contract officer by the deadline stated above 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 either by traditional mail or in person in an envelope or container that clearly identifies the contents as a response to this RFP.
- b. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.
- c. If proposal is mailed, send directly to issuing agency and Contract Officer shown above. If proposals are hand delivered, deliver directly to Procurement Services.
- d. All contracts will be published on UMW's Public Contracts Portal
<https://umw.cobblestonesystems.com/public/>.

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

TENTATIVE TIMELINE AND KEY DATES (subject to change):

- a. Questions from Offerors accepted only through 16 February 2018
- b. Proposals are Due: 26 February 2018 no later than 3PM
- c. Initial Evaluations complete: 9 March 2018
- d. Proposal Clarifications: 16 March 2018
- e. Negotiations to be complete: 19 March 2018
- f. Award/Intent to Award: 21 March 2018
- g. Commencement of Contract (signed): 01 April 2018

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 the Offeror’s responsibility to check UMW’s website or call for closing information: www.umw.edu or (540) 654-2424.

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

- I. **PURPOSE:** The objective of this solicitation is to establish contract(s) with pricing agreements with qualified contractor(s) to provide for lease, rental and purchase of golf carts; and parts, repair and maintenance of agency-owned golf carts. This solicitation includes cooperative language which will permit other agencies to use the contract (reference **CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES** found in the terms and conditions #9).
- II. **ORGANIZATIONAL OVERVIEW:** UMW is a coeducational, state-supported institution of the Commonwealth of Virginia enrolling a total of approximately 4,500 undergraduate and graduate students. The institution currently consists of three academic campuses and three colleges – Arts and Sciences, Business and Education. Additional information is available at: <http://www.umw.edu/about/>
- III. **BACKGROUND:** UMW hosts various events throughout the year to support the student population; including, but not limited to “Student Move-In,” “Family Weekend,” “Alumni Weekends,” and “Commencement.” UMW last contracted for these services through Quick Quote 14QQ200104. Usage on that contract is nearing the \$50,000 ceiling limitation; therefore, a follow-on contract is being sought through this solicitation. Spend for the last year for golf cart rentals alone was an estimated \$20,000. ***The University will not guarantee any particular usage amount during any period of the resulting contract; nor will it be held responsible in any way if contract usage does not meet this estimate.***
- IV. **SCOPE OF WORK:**

- 1. **General:** The Contractor shall furnish and deliver golf carts when required by UMW. Delivery is to be made to the requesting party’s department and coordination is required to assure that the golf cart assigned is appropriately identified and assigned to the requesting department including identification of assigned UMW individual. For leased and/or rented golf carts, the vendor shall retain title and ownership. **With each delivery, the Contractor shall provide a receipt that same day to the Contract Administrator identifying, at a minimum, the following:**

Date of Request:	
Requested by: (Name of Individual at UMW)	
Purchase Order Number (if available):	
Delivered to: (signature of UMW recipient, date of delivery, and recipient contact information required)	
Golf Cart Identification: Make, Brand, Color, Serial Number, Gas or Electric	
Requested Pick-up Date:	

- 2. **Golf Carts:** Types of golf carts generally requested by UMW are identified below; however, UMW reserves the right to request additional types as needed.
 - a. Eight passenger golf carts (gas or electric);
 - b. Six passenger golf carts (gas or electric);
 - c. Four passenger golf carts (gas or electric);
 - d. Two passenger golf carts (gas or electric); and
 - e. Two passenger golf carts with utility box (gas or electric).

Gasoline powered golf carts are preferred, but electric carts may be requested occasionally. Rental of any electric carts will require close coordination with UMW Contract Administrator in Facilities to

assure adequate and appropriate docking stations are available. Golf Carts shall be covered and equipped with wind shields, and when requested, operable head lights.

3. **Delivery and Pickup:** The Contractor must be capable of delivering multiple golf carts at one time. The Contractor shall deliver the number and types of golf carts as requested by UMW on the date stated. Contractor shall pick-up rented/leased golf carts as requested on date specified and assumes responsibility for equipment that remains at UMW beyond the documented order dates. **Offerors shall identify the maximum number of golf carts that can be delivered at one-time with their proposal submission.**
4. **Maintenance of Rented/Leased Equipment:** The Contractor shall be responsible for all maintenance and repairs to the golf carts while being rented/leased by UMW.
5. **Condition of Rental/Leased Golf Carts:** All Golf Carts supplied by the Contractor shall be in good working order and delivered full of fuel or completely charged if electric golf carts are requested. All Golf Carts shall be clean and in good condition both mechanically and cosmetically, with no fuel or other liquid leaks or drips. Seats and cosmetic items such as fenders must be in place and in good usable condition. Tires must be in good condition and capable of holding air over the rental/lease period. Seat belts and other required safety equipment shall be intact, clean and usable upon delivery. Any carts that fail to operate properly or that require repair shall be replaced immediately by the Contractor upon notification by UMW.
6. **Rental/Lease Period:** The rental/lease period shall begin upon delivery of the golf carts to UMW. The rental/lease period shall end upon notification by UMW to the contractor to pick up the rented golf carts. Notification for newly delivered golf carts will be sent via e-VA purchase order to the vendor specifying exact dates prior to the start of services.
7. **Parts:** UMW may require parts for their internal fleet of golf carts. Contractor shall provide parts, as ordered, at the lowest available prices with discounts/rebates as proposed.
8. **Service and Repair of Agency-Owned Golf Carts:** The Contractor shall provide all supervision, labor, materials, equipment, tools, incidentals, and coordination necessary to service and repair of agency owned golf carts. The maintenance could include, but is not limited to, annual inspection and any resulting repairs; as-needed repairs and services such as, but not limited to: new batteries, battery chargers and wire sets, tire and wheel assemblies, cart enclosures, axle and axle bearings, brake repair, tires, windshield and may include work on internal combustion engines associated with golf carts (most are gas, but diesel capability is anticipated). The work may be performed at UMW or at the Contractor's facility as decided by UMW. If the work is performed at the Contractor's facility, the Contractor shall be responsible for transporting the golf carts to and from the Contractor's facility. UMW reserves the right to make or obtain other repair costs estimates prior to authorizing the Contractor to proceed in order to determine price reasonableness. If the Contractor's cost estimate is considered not to be reasonable, UMW reserves the right to obtain the repairs from another source. Damages to UMW golf carts caused by the Contractor shall be repaired at no cost to UMW.

Contractor employees shall be instructed that prior to any work on UMW golf carts the Contractor's personnel shall coordinate with the Contract Administrator. All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer's rebuilt parts may be authorized by UMW on a case-by-case basis, provided, each part is warranted for the same period and under the same conditions as the new part. Use of used parts is strictly prohibited unless authorized in writing only when new parts are unavailable. All materials used shall comply with all applicable Federal State and Local laws, ordinances, rules, regulations and codes and must be compatible with pre-existing materials and equipment.

Contractor shall maintain a sufficient quantity of repair parts on-hand or have ready access to these parts in order to prevent unnecessary downtime of equipment and to maintain in good working condition. All work performed under this Contract shall be by properly trained and competent mechanics and shall be performed in a good workmanlike manner in accordance with the Codes and Standards incorporated herein. UMW reserves the right to reject the Contractor's service personnel who in UMW's sole judgment, are not adequately qualified or trained to perform the work. UMW reserves the right to advise the Contractor to remove and replace any of their employees whose actions are determined by UMW to be unprofessional. The Contractor shall guarantee all parts and workmanship for a period of sixty (60) days or the manufacturer's warranty period, whichever is longer. Any repeated calls for repairs for the same reason or problem within this period shall be made at no cost to UMW. The Contractor shall be responsible for assuring that all work is accomplished in accordance with all applicable laws, ordinances, rules, regulations, and codes, including NFPA and OSHA.

9. **Maintenance Manuals:** The Contractor shall provide with each piece of purchased equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
10. **Price:** The Offeror shall complete the Pricing Schedule with required pricing information, descriptions, discounts, rebates, etc. for each item proposed and shall identify any add-on costs that are traditionally charged by the Offeror. Contractors will be limited to those add-on costs identified in their initial proposal submission.

V. CONTRACT ADMINISTRATION:

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

VI. PROPOSAL SUBMISSION REQUIREMENTS:

1. General Requirements:

- a. All information requested should be submitted. Failure to submit all information requested may result in rejection of your proposal or a lowered evaluation of your proposal.
- b. 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.
- c. Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the specific data or other

materials to be protected and state the reasons why protection is necessary. *However, the classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.*

- d. Proposals should be as thorough and detailed as possible so that UMW may properly evaluate the Offeror's capabilities to provide the required services.

2. Specific Requirements:

- a. Proposal submission:

1. **One (1) original hard copy** (paper) and **four (4) copies** of the proposal, including all attachments and proprietary information.
2. 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.***

VII. PROPOSAL PREPARATION INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Proposal Evaluation Team can properly evaluate the Offeror's capabilities to provide the required services.

Offerors are required to submit the following items within the proposal:

1. Complete and return signed RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
2. Complete and return signed addenda acknowledgments (if applicable).
3. Company background should be provided to document financial standing, years in business, principals, Dun and Bradstreet rating, if available, and any other documentation to support the fact that your business meets the "responsibility" criteria for the Commonwealth of Virginia.
4. Identify the amount of sales your company has had (if any) during the last twelve months and identify specific experience you have with Commonwealth of Virginia agencies.
5. Identify the primary location of your business for which these services/equipment will be provided.
6. Provide a copy of your latest certificate of insurance.
7. Provide evidence of your authorization to conduct business in the Commonwealth of Virginia.
8. Provide identification of proposed single points of contact, emergency point of contact and business point of contact (Attachment A).
9. Complete Contractor Data Sheet and provide three relevant references, include contract number, agency name, point of contact, phone number, email, along with date of service and value of order). (Attachment B).
10. Describe in detail warranty given on all equipment and services.
11. Provide maintenance history for proposed rental/lease equipment.
12. Provide a list of inventory available for lease and rental including specifications, year, make and model.
13. Provide resumes for key personnel, including those who will be providing maintenance services.
14. Identify any certifications and licenses that you (the contractor) and your employees currently hold.
15. Provide a complete list of maintenance repair services offered.
16. Complete Price Schedule (Attachment C). **Include with your price schedule the maximum number of carts that you can deliver at one time and your one-way and round-trip delivery charge, provide pricing for all proposed offerings, and identify any available discounts, rebates, and discounts on list pricing for parts.**
17. Complete Subcontracting Plan (Attachment D).

VIII. EVALUATION AND AWARD CRITERIA: The selected Offeror(s) must have the ability to successfully provide the equipment/services requested as demonstrated by the evaluation criteria outlined below.

A. **EVALUATION CRITERIA** - Proposals shall be evaluated by UMW Evaluation Committee using the following criteria:

Criteria	Point Value
Capacity (Fleet of Golf Carts Available for Rental/Lease; Capability to provide On-Site and Off-Site Maintenance and Repairs) —This factor will assess quantity and types of Golf Carts available to meet demand signal, capacity to provide maintenance and repair, etc.	25
Pricing – This factor will assess proposed pricing and any offered rebates or discounts, add-on costs (including delivery costs), and number of carts that can be delivered at one time to mitigate excessive delivery charges.	25
Small Business Participation – In order to receive maximum points, you must be DSBSD registered as a Small Vendor at time of submission of your proposal. If you are not a SWAM registered Vendor, you must identify planned SWAM spend in your Subcontracting Plan submission to receive points in this category.	25
Qualifications and Other Relevant Considerations – Past Performance, Location, Years in Business, Assigned Points of Contact, Key Personnel Resumes.	25
Total	100

B. **AWARD OF CONTRACT:** Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Sealed Request for Proposal, including price, if so stated in the Sealed Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. **The University reserves the right to make multiple awards as a result of this solicitation.** The University may cancel this Sealed Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, §2.2-4359D*). Should the University determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

IX. **GENERAL TERMS AND CONDITIONS:** Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract:

<http://adminfinance.umw.edu/procurement/umw-policies-and-procedures-2/>

X. SPECIAL TERMS AND CONDITIONS:

- 1. ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid 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.
- 2. 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.
- 3. ADVERTISING TO THE GENERAL PUBLIC:** In the event a contract is awarded for services resulting from this bid, no indication of such services to the University of Mary Washington will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 4. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is later. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.
- 5. 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.
- 6. 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.
- 7. CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.
- 8. COMPLIANCE:** Failure to comply with any of the specifications contained in the scope of work provided herein may result in cancellation of the contract.
- 9. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:**
 - A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <https://vascupp.org/rules.pdf>), 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 related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.

- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the 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 UMW. 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.

- C. The Contractor shall notify UMW in writing of any such entities accessing the contract. The Contractor shall provide semi-annual usage reports for all entities accessing the contract. UMW 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 UMW 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 contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

10. CONTRACTOR RESPONSIBILITIES:

- a. 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.
 - i. One individual shall be appointed as main contact for UMW's Contract Administrator.
 - ii. The individual shall be able to speak and read English fluently.
 - iii. 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.
 - iv. The Contractor shall assign a coordinator to review all billings to assure complete and accurate information and to act as contact person for the University.
- b. Employee Conduct: The Contractor shall be responsible for the conduct and performance of the Contractor's employees, in addition to compliance with the following rules:
 - i. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on University premises.
 - ii. No loud, boisterous or rude conduct shall be permitted.
 - iii. Contractor's employees shall not use or tamper with office machines nor use University telephones at any time.
 - iv. No smoking or vaping on UMW premises.
 - v. No radios, no portable music sources, nor the use of residence hall televisions shall be permitted.
 - vi. No unauthorized personnel. Contractor 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.

- vii. 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.

11. CONTRACTOR DATA SHEET: The Offeror shall complete the Contractor Data Sheet, Attachment B, being sure to include at a minimum three (3) recent references for whom the Offeror has done similar work.

12. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON UMW PROPERTY: The Contractor shall obtain criminal background checks on all contracted employees (prime and subcontractors) who will be performing services on UMW properties. The results of the background checks will be directed solely to the Contractor. The contractor bears responsibility for confirming to the University Contract Administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University properties those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provisions herein and to ensure the safety of the students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW properties. Disapproval by the University will solely apply to UMW properties and should have no bearing on the Contractor's employment of an individual outside of UMW.

13. 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 placed 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 whom 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.

14. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

- 15. 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 cost of any clean-up 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.
- 16. EXTRA CHARGES NOT ALLOWED:** The pricing for this contract shall be for the product and delivery, and shall include applicable freight and transportation charges; extra charges will not be allowed.
- 17. FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and 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.
- 18. 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.
- 19. IDENTIFICATION ON PROPOSAL ENVELOPE:** The signed proposal shall be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time

Address of Offeror		
UCPUMW18-774/GolfCarts/Canciglia		
RFP Number/RFP Title/Name of Contract Officer		

- 20. 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 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.
- 21. 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.
- 22. LATE PROPOSALS:** To be considered for selection, proposals must be received in the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the

intradepartmental University mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

- 23. MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided for each chemical and/or compound offered.
- 24. NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.
- 25. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 26. 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.
- 27. QUALIFICATION OF OFFERORS:** UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy UMW that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated herein.
- 28. 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.
- 29. RENEWAL OF CONTRACT:** This contract may be renewed by the University for five (5) successive one year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given no later than ninety (90) days prior to the expiration date of each contract period.
 - a. If the University elects to exercise the option to renew the contract for an additional one year period, the contract price(s) for the additional one year shall not exceed the contract prices of the original contract increased/decreased by the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

30. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- A. It is the policy of the Commonwealth of Virginia to contribute to establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts and other contractual opportunities.
- B. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the Procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- C. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement office at a minimum the following information:
 - 1. Name of firm with the DSBSD certification number
 - 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.
- D. Each prime contractor who wins an award shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

31. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

32. STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment,

vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. The Commonwealth expressly prohibits workplace violence. Prohibited conduct includes but is not limited to:

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

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

Definitions:

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

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

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

- 34. 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) days will not be processed for payment.
- 35. 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 Contract Officer in the Procurement Services Office. Offerors must ensure that written inquiries reach the Contract Officer at least ten (10) 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 proposal certifies that you fully understand the requirements of this solicitation.
- 36. 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.
- 37. WARRANTY (COMMERCIAL):** The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to UMW by any other clause of this solicitation.
- 38. WARRANTY OF MATERIALS AND WORKMANSHIP:** The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract to 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.
- 39. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or furnished surfaces resulting from the performance of this contract shall be repaired to UMW's satisfaction at the contractor's expense.

XI. REPORTING AND DELIVERY REQUIREMENTS: The Contractor shall provide a quarterly progress report to the Contract Administrator and Contract Officer outlining the following:

1. Specific tasks completed pursuant to the provisions of the contract and completion dates of such tasks.
2. Cooperative Spend broken down by Agency, Purchase Order, Date, Description and Amount.
3. Quarterly report detailing small business subcontractor spending.

The Contractor shall provide to the Contract Administrator with each golf cart delivered to UMW on that same day a receipt that includes, at a minimum, the following:

Date of Request:	
Requested by: (Name of Individual at UMW)	
Purchase Order Number (if available):	
Delivered to: (signature of UMW recipient, date of delivery, and recipient contact information required)	
Golf Cart Identification: Make, Brand, Color, Serial Number, Gas or Electric	
Requested Pick-up Date:	

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

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

To be considered eligible for payment, **all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers:**

University of Mary Washington
 Attention: Accounts Payable
 1301 College Avenue
 Fredericksburg, VA 2240

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

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

**ATTACHMENT A
POINT OF CONTACT INFORMATION**

SINGLE POINT OF CONTACT

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

EMERGENCY POINT OF CONTACT

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

ADMINISTRATIVE POINT OF CONTACT

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

RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE

ATTACHMENT B

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 the supplies/services requested.
_____Years _____ Months
- References: Indicate below a list of at least three (3) recent references, either commercial or governmental, for which this type of supply/service has been provided. Include the date the service was furnished, and the name, address and point of contact for the person the UMW has permission to contact, along with value of order and contract number and any other relevant information

Name and Address	Contact Person	Email Address	Phone Number	Description of Work Completed

RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE

ATTACHMENT C – PRICING SCHEDULE

PRICING SCHEDULE—Table One
MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

The Contractor agrees to provide the services, to include all labor, services and materials, in compliance with the statement of need and all terms and conditions of this Sealed Request for Proposals, at the following prices. **PLEASE identify the specific equipment you are proposing to provide for each Line Item (Make/Model/Options). Delivery and Pick-up Pricing should be included in Table Four.**

CATEGORY	UNIT	PRICING*	MAKE/MODEL/OPTIONS*
Eight Passenger Golf Cart (gas)	Rental/ <u>Day</u>	\$	
Six Passenger Golf Cart (gas)	Rental/Day	\$	
Four Passenger Golf Cart (gas)	Rental/Day	\$	
Two Passenger Golf Cart (gas)	Rental/Day	\$	
Two Passenger Golf Cart (gas) with utility box	Rental/Day	\$	
Eight Passenger Golf Cart (gas)	Rental/ <u>Week</u>	\$	
Six Passenger Golf Cart (gas)	Rental/Week	\$	
Four Passenger Golf Cart (gas)	Rental/Week	\$	
Two Passenger Golf Cart (gas)	Rental/Week	\$	
Two Passenger Golf Cart (gas) with utility box	Rental/Week	\$	
Eight Passenger Golf Cart (gas)	Rental/ <u>Month</u>	\$	
Six Passenger Golf Cart (gas)	Rental/Month	\$	
Four Passenger Golf Cart (gas)	Rental/Month	\$	
Two Passenger Golf Cart (gas)	Rental/Month	\$	
Two Passenger Golf Cart (gas) with utility box	Rental/Month	\$	

*To Be Completed by Offeror along with the following:

QUANTITY DISCOUNTS: _____

REBATES: _____

ATTACHMENT C – PRICING SCHEDULE (CONTINUED)

PRICING SCHEDULE—Table Two
MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

CATEGORY	UNIT	PRICING*	MAKE/MODEL/OPTIONS*
Eight Passenger Golf Cart (electric)	Rental/ <u>Day</u>	\$	
Six Passenger Golf Cart (electric)	Rental/Day	\$	
Four Passenger Golf Cart (electric)	Rental/Day	\$	
Two Passenger Golf Cart (electric)	Rental/Day	\$	
Two Passenger Golf Cart (electric) with utility box	Rental/Day	\$	
Eight Passenger Golf Cart (electric)	Rental/ <u>Week</u>	\$	
Six Passenger Golf Cart (electric)	Rental/Week	\$	
Four Passenger Golf Cart (electric)	Rental/Week	\$	
Two Passenger Golf Cart (electric)	Rental/Week	\$	
Two Passenger Golf Cart (electric) with utility box	Rental/Week	\$	
Eight Passenger Golf Cart (electric)	Rental/ <u>Month</u>	\$	
Six Passenger Golf Cart (electric)	Rental/Month	\$	
Four Passenger Golf Cart (electric)	Rental/Month	\$	
Two Passenger Golf Cart (electric)	Rental/Month	\$	
Two Passenger Golf Cart (electric) with utility box	Rental/Month	\$	

*To Be Completed by Offeror along with the following:

QUANTITY DISCOUNTS: _____

REBATES: _____

ATTACHMENT C – PRICING SCHEDULE (CONTINUED)

PRICING SCHEDULE—Table 3

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

CATEGORY	LEASING OPTIONS*	PRICING*	MAKE/MODEL/OPTIONS*
Eight Passenger Golf Cart (gas)		\$	
Six Passenger Golf Cart (gas)		\$	
Four Passenger Golf Cart (gas)		\$	
Two Passenger Golf Cart (gas)		\$	
Two Passenger Golf Cart (gas) with utility box		\$	
Eight Passenger Golf Cart (electric)		\$	
Six Passenger Golf Cart (electric)		\$	
Four Passenger Golf Cart (electric)		\$	
Two Passenger Golf Cart (electric)		\$	
Two Passenger Golf Cart (electric) with utility box		\$	

***To Be Completed by Offeror along with the following:**

QUANTITY DISCOUNTS: _____

REBATES: _____

ATTACHMENT C – PRICING SCHEDULE

PRICING SCHEDULE—Table Four

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

Description of Service	Unit	Price*
Annual Inspection	1 Inspection	\$
Batteries	1	\$
Battery Wire Set	1	\$
Tire and Wheel Assembly	1	\$
Labor Rate	Hourly	\$
Trip Fee	Per Trip One Way	\$
	Per Trip Round Trip	\$
Delivery Charge for Golf Carts Rented, Leased, Purchased.	One Way	\$
	Round Trip	\$
Identify all other Add-On Costs, including pricing schedule*		

*To Be Completed by Offeror along with the following:

HOW MANY GOLF CARTS CAN YOU DELIVER AT ONE TIME: _____

QUANTITY DISCOUNTS: _____

REBATES: _____

DISCOUNTS OFF OF LIST PRICE ON PARTS: _____

ATTACHMENT D

SMALL BUSINESS SUBCONTRACTING PLAN
MUST BE COMPLETED AND RETURNED WITH BID OR PROPOSAL PACKAGE

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

DEFINITIONS:

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

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

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

Offeror 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 offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT D (CONT'D)

Section A

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

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

DSBSD Certification No.: _____ Expiration Date: _____

Section B

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

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

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

ATTACHMENT D

SWAM INITIATIVE

VP FOR ADMINISTRATION & FINANCE AND CFO SWAM SUPPORT LETTER

Greetings:

The quality of service the University of Mary Washington is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational mission. An important part of our procurement program involves our commitment to doing business with small, women-owned and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

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

I seek your assistance in two areas. First, I ask that you involve small, women-owned and minority-owned businesses in the delivery of goods/services you provide to UMW. The Procurement Services office is able to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through monthly/quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

As a state agency, this effort is important to us. This is another way that UMW can partner with your company to make things better.

A SWaM reporting template is located on our Procurement Services website at <http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting>.

Sincerely,



Richard R. Pearce

Vice President for Administration and Finance and CFO

ATTACHMENT D

SWaM SUBCONTRACTOR SPEND REPORTING
FORM LOCATED ON PROCUREMENT SERVICES WEBSITE

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

The screenshot shows the 'Business Services' header with 'Procurement Services' as the main title. Below the title is a navigation bar with tabs for 'Technology Purchases', 'Current Bids & Proposals', 'Vendors', 'Green Purchasing', and 'SWaM Reporting'. The 'SWaM Reporting' tab is highlighted with a red box and a red arrow. A dropdown menu is open under 'Vendors', with 'SWaM Reporting' also highlighted by a red box and a red arrow. On the left, there is a sidebar menu with links like 'Central Storeroom/Surplus', 'Contracts', 'Laws, Policies and Procedures', 'Forms', 'Training', 'Small Purchase Credit Card', and 'Directions and Maps'. The main content area shows the start of the 'SWaM Reporting' page, including the text 'The University of Mary...' and 'agency in the Commonwealth of Virginia, is required to report all small business spend...'

The screenshot displays the 'SWaM Subcontractor Reporting' form. At the top left, there is a box for 'Virginia's Total e-Procurement Solution!'. Below it is a 'Purchasing Dates and Deadlines' section with a calendar for July 2013. The main form area includes fields for 'Vendor *' (with a note 'Please enter the name of the COMPANY'), 'Contract Number' (with a note 'Please enter the CONTRACT NUMBER'), 'Name *' (split into 'First' and 'Last' fields, with a note 'Please enter the SUBMITTER'S first and last name'), and 'Email *' (with a note 'Please enter the SUBMITTER'S email address'). The 'Select Reporting Method *' section has two radio buttons: 'Upload Spreadsheet/Document' (selected) and 'Manual Input'. A red box highlights the 'Upload Spreadsheet/Document' option with the text 'Upload document - Excel or Word Only'. Below this is the 'Additional Comments/Information' section with a text area and a note 'Please provide any relevant comments or information'. At the bottom, there is a 'Captcha' section with a 'chromate mwinglan' logo and a 'Type the text' input field. A red box highlights the input field with the text 'Type in info for each sub'.