



SEALED INVITATION FOR BIDS (IFB)

ISSUE DATE: 30 August 2018
IFB NUMBER & TITLE: IFB UCPUMW 19-889
BID DUE DATE & TIME: 1 October 2018, No Later than 4PM
NOTE: Bids received after the due date and time cannot be accepted.
BID DELIVERY ADDRESS: University of Mary Washington
Procurement Services /Reference IFB UCPUMW 19-889
Eagle Village Executive Offices, Suite 480
1125 Jefferson Davis Hwy., Fredericksburg, VA 22401
WORK LOCATION: [X] All Campuses [ ] Fredericksburg [ ] Stafford [ ] Dahlgren
COMMODITY CODE(S): 99245, 92844, 92845, 93648, 93663, 95850, 96878

CONTRACT OFFICER: Patricia A. Canciglia EMAIL: pcancigl@umw.edu
PERIOD OF CONTRACT: Date of Award through 30 June 2019 with five (5) one-year renewal options that if exercised will extend the term to 30 June 2024.

In compliance with this Sealed Invitation for Bids (IFB) 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 attached signed bid. The undersigned firm hereby certifies that all information provided in response to this IFB is true, correct and complete.

By signing this bid, you are certifying that you are an authorized representative of the bidding firm and that the firm's principals or legal counsel have reviewed the Invitation for Bid 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 bid. 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 bid, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID

Name of Bidding Firm: \_\_\_\_\_
Address of Bidding Firm: \_\_\_\_\_
DSBSD Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
eVA ID: \_\_\_\_\_ Tax ID: \_\_\_\_\_
Email: \_\_\_\_\_ Telephone: \_\_\_\_\_
Website: \_\_\_\_\_ Fax: \_\_\_\_\_
Submitted By (Print Name & Title): \_\_\_\_\_
Signature (In Ink): \_\_\_\_\_ Date: \_\_\_\_\_

## SEALED INVITATION FOR BID (IFB) CONT'D

- I. **QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the IFB by title and number. No questions will be accepted after **9/17/18, 4PM**.
- II. **BID RECEIPT REQUIREMENTS:** Sealed Bids for furnishing the goods/services described herein must reach the Bid Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the Bid due date/time in order to be considered. **It is the responsibility of the Bidder to ensure that the Bid is received on time.**
  1. Bids must be submitted in a **sealed** envelope or container that clearly identifies the contents as a response to this IFB.
  2. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
  3. UMW requires the inclusion of a clearly marked redacted Bid if any portion of the Bidder's Bid contains proprietary information.
- III. **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 Bidder to check for all changes to the IFB prior to submission.
- IV. **INCLEMENT WEATHER/SUSPENDED SCHEDULE:** Bid 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](http://www.umw.edu) or (540) 654-2424.
- V. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning Bids. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts.php> will be used to house relevant procurement documents, including winning Bidder's Bid.

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***Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules or against a bidder or Bidder 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 intent and purpose of this Request for Bid (IFB) is to solicit Bids from qualified sources to establish contract(s) through competitive sealed bidding with multiple qualified contractor(s) to provide inspections, maintenance, repair and upgrades to the University of Mary Washington's (UMW) Fuel Site (gas pump and tank) as outlined herein to UMW, an agency of the Commonwealth of Virginia. The UMW Pump is Gasboy Model 9853K – Single Pump – Side Load with a 2,000 gallon fiberglass tank and Veeder Root Distribution System. It is intended for the resulting contract to include cooperative language for the benefit of all public bodies and other entities referenced herein.

## II. ORGANIZATION OVERVIEW:

Founded in 1908, the University of Mary Washington, is a premier, selective, coeducational, public liberal arts institution that offers rigorous academics in small classroom settings, innovative master teachers, a supportive campus community that values honor and integrity, and a civically, socially, and intellectually engaged community. Located within the Commonwealth of Virginia in Fredericksburg, UMW resides within an hour's drive of both the nation's Capital of Washington, D.C. and the State Capital of Richmond, offering students unique opportunities for internships, research excursions, and recreation. The University currently consists of three colleges for Arts and Sciences, Business, and Education, and two additional campuses: one in Stafford, VA and the other in Dahlgren, VA. For more information about the University of Mary Washington: <http://www.umw.edu/about/>.

## III. BACKGROUND:

UMW has solicited for this support sporadically through individual purchase orders. It is UMW's desire to establish a contract for continuity of support for a longer term. Services/Supplies will be ordered on an "as needed" basis. **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 exceeds or does not meet this estimate.**

## IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES: (This clause shall be incorporated into the final Contract.)

- 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. 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.

**V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:**

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.

**VI. SCOPE OF WORK:**

**A.** UMW is seeking vendors with certified technicians and testing and diagnostic equipment to troubleshoot and resolve equipment issues, as well as inventory adequate to meet high priority demand. In addition, UMW is interested in vendors with the capability to provide upgrades to UMW's fuel system as requested.

The Contractor shall provide all services, planning, management, supervision and labor, and all materials, tools, consumables and equipment required to maintain designed level of operation at manufacturer's specifications. Work shall be coordinated with the Facilities Department, UMW.

**B. Periodic Maintenance Inspections** – Contractor shall perform environmental inspection of each site as requested by UMW. Labor to replace all defective hanging hardware will be included in inspection price. The maintenance inspections shall consist of the following:

a. **Electronic Dispensers:**

- i. Check all integral mechanical, electrical and electronic parts and components.
- ii. Inspect for leaks at dispenser, impact valves and unions.
- iii. Inspect condition of all hoses, nozzles, break-a-ways, and swivels.
- iv. Change filters quarterly (parts included).
- v. Check impact valves and unions for leaking joints.
- vi. Verify proper operation of dispenser emergency shut off valve.
- vii. Regular tests of calibration to insure accuracy of fuel dispenser.

b. **Submerged Turbine Pumps:**

- i. Inspect pumps for fuel leaks.
- ii. Check containment sumps for leaks and water intrusion.

c. **Tank Monitoring Equipment:**

- i. Ensure tank monitoring system is working correctly.
- ii. Ensure tank monitoring system has paper, replace if necessary.
- iii. Provide customer with tank testing reports.

d. **Fill and Monitoring Ports and Other:**

- i. Inspect and fill/monitory ports and other access points to ensure covers and caps are tightly sealed and locked.
- ii. Check spill and overfill containment areas for proper operation.
- iii. Provide an on-site technician during any DEQ inspections.
- iv. Check tanks for water/debris.
- v. Check the Oil Dri containers to ensure adequate supply. Refill when level falls to half full.

e. **Semi-Annual Treatment and Analysis:**

- i. Pull fuel samples from diesel tanks and perform analysis twice a year. Contractor shall provide reports to customer.
- ii. Treat diesel tanks with Biocide every six months; Contractor shall coordinate with Facilities Services to ensure a minimum of 10,000 gallons of fuel is in the tank prior to treatment. Price to include one gallon per tank of Biocide.

f. **Annual Testing:**

- i. Perform annual test of TLS.
- ii. Provide annual line and leak detector testing. Contractor shall provide reports to UMW.

**C. Response Time:** Contractor shall provide Owner with set pricing for travel, labor and common maintenance parts such as filters, nozzles, hoses, swivels and breakaways.

The Contractor shall respond to all maintenance queries within 2 hours from the time the call or email is placed in form of an email response or telephone call back to the Contract Administrator. A technician or authorized repair provider must physically be onsite within 24 hours of the call. Failure to respond by either of these means within 24 hours could result in termination of contract at UMW's sole discretion. UMW reserves the right to solicit other agencies for any maintenance issue that is not acknowledged and/or responded to within 24 hours. All non-routine repairs require a written estimate in advance of any work authorization. Estimates should be provided within seven (7) days of UMW's request.

**D. Contractor Responsibilities:** Contractor shall be responsible for all job site safety to include, without limitation, placement of warning boundaries and barricades; personnel protective equipment; and personnel safety trainings. All work shall be performed in a safe manner and in accordance with all applicable Federal, State and Local Health and Safety Codes and Standards.

**E. Maintenance of Job Site:** Contractor shall keep the fuel site clean and accessible to UMW employees while on site. Contractor shall be responsible for removal and disposal of all debris generated by the work, and if the job takes longer than one day, the Contractor shall clean the area and leave it in a secure condition at the end of a work day. Contractor shall, at no cost to UMW, restore to its original condition any property, equipment or materials damaged as a result of the work associated with the maintenance. Contractor shall be responsible for insuring that employees performing work are dressed in appropriate attire or uniform. Shirts must be work at all times.

**F. Quality Assurance:** Contractor shall use skilled workmen who are thoroughly trained and experienced in all aspects of fuel systems maintenance. Contractor shall be responsible for replacing improperly installed or defective Contractor supplied products, at no cost to UMW.

**G. Product Delivery, Storage and Handling and Materials:** Contractor shall be responsible for ordering all products not provided by Owner, and installing all items. Responsibilities shall include, but are not limited to, shipping, receiving, delivering, unloading, unpacking, storage, installation, clean up and removal of trash and packaging materials. Contractor shall inspect all products and materials for condition to verify compliance with contract documents and ensure products are undamaged.

**H. Materials:** All materials are to be new, first quality, and for commercial application.

**VII. CONTRACT ADMINISTRATION:**

- A. The Director of Maintenance Services 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.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University’s Procurement Services Department through a written two-party modification to the contract.

**VIII. BID EVALUATION PROCEDURE**

The University will tabulate bids using the following situation. *This example is for information purposes only. Bidders are not to complete this section.*

	Category	Estimated Hours	Times	Fully Loaded Hourly Rate	Equals	Total (Estimated Hours x Fully Loaded Hourly Rate)
A	Technician Regular Rate	40	x	\$	=	\$
B	Technician After Hour/Weekend Rate	20	x	\$	=	\$
C	Technician Helper Regular Rate	40	x	\$	=	\$
D	Technician Helper After Hour/Weekend Rate	20	x	\$	=	\$
E	Preventative Maintenance Rate	40	x	\$	=	\$
	<b>Total</b>					\$

	Item Description	Estimated Dollars	Offered Discount	Total Cost (Estimated Dollars – Offered Discount)
F	Discount on Parts and Materials	\$1,000	%	\$
G	Discount on New Equipment	\$1,000	%	\$
	<b>Grand Total (A+B+C+D+E+F+G TOTALS)</b>	\$		

BIDDERS SHALL IDENTIFY ANY OTHER ADD-ON COSTS. ONLY THOSE ADD-ON COSTS APPROVED AT TIME OF CONTRACT AWARD WILL BE PERMITTED DURING CONTRACT ADMINISTRATION.

**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:**

**SOLICITATION RELATED TERMS AND CONDITIONS:**

ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for 120 days. At the end of the 120 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the bid shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the bid specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.

AWARD - IFB

An award will be made to the lowest responsive and responsible bidder meeting the requirements of the solicitation. Evaluation will be based on the Bid Evaluation Procedure Provision found in the Solicitation Special Terms and Conditions. Unit prices, extensions and grand total must be shown if requested in the Bid Evaluation Procedure Provision. In the case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The University reserves the right to conduct any test it may deem advisable, and all evaluation and due consideration will be given to price, quality as judged by tests and previous experience, and of the ability of the bidder to render required services/goods. The University reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award whenever it is deemed in the sole opinion of the University to be in its best interest. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:

- a separate award of each item,
- an award of a group of items,
- an award either in whole or in part,
- a single award, or
- a multiple award

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 within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for ten thousand dollars (\$10,000) 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 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 ten thousand dollars (\$10,000), 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 tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air

conditioning contractors. The bidder shall place on the outside of the envelope containing the bid and shall place in the bid 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
Licensed Class C Virginia Contractor No	Specialty

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to the University in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered. If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

**CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:**

By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods/services specified, and shall remain properly licensed during the life of the contract.

**CONTROLLING VERSION OF SOLICITATION:**

The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.

**DEBARMENT STATUS:**

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

**IDENTIFICATION OF BID/PROPOSAL ENVELOPE:**

The signed bid/proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the bidder/offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or bids/proposals should be placed in the envelope.

_____	_____
Name of Bidder	Bid Due Date & Time
_____	_____
UMW IFB Number	UMW IFB Title
_____	_____
Street #/Name or P.O. Box #	City, State and Zip Code

INSPECTION OF JOB SITE:

My signature on this solicitation constitutes certification that I have inspected the job site and am 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.

LATE BIDS/PROPOSALS:

To be considered for selection, bids/proposals must be received at the address listed on Page 1 of the solicitation no later than the designated date and hour. The official time used in the IFB/RFP is that time on the automatic time stamp machine in the location listed on Page 1 of the solicitation. Bids/Proposals received at this location after the date and hour designated are automatically disqualified and will not be considered. It is the sole responsibility of the Bidder/Offeror to ensure that its bid/proposal reaches the designated receipt location no later than the assigned date and hour.

NEGOTIATION WITH THE LOWEST BIDDER:

Unless all bids are cancelled or rejected, the University reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The University shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the University and the lowest responsive, responsible bidder.

OFFEROR'S ACKNOWLEDGEMENT OF UNDERSTANDING:

Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract.

PRECEDENCE OF TERMS: The General Terms and Conditions of this solicitation, the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory use of State Form and Terms and Conditions, Clarification of Terms, Payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

PRODUCT INFORMATION:

The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.

PROCUREMENT MANUAL:

This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendor's and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.

**QUANTITIES:**

Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**SOLICITATION COMMUNICATIONS:** From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.

**UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each bidder/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 by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum. Your signature on your bid/proposal certifies that you fully understand the requirements of this solicitation.

**CONTRACT RELATED TERMS AND CONDITIONS**

**ADDITION AND/OR DELETION OF COVERED BUILDINGS:** Without penalty, during the contract period, buildings may be acquired, and new buildings constructed or renovated; which would necessitate addition or deletion of these buildings from the contract.

**ADDITIONAL (FUTURE) GOODS & SERVICES:**

The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

**ASBESTOS:**

Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

**AS BUILT DRAWINGS:**

The contractor shall provide the University a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the University upon completion of the work and prior to final payment.

**AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

A contractor organized as a stock or nonstock corporation, limited liability corporation, 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 of Virginia, 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.

**BID PRICES:**

Bid shall be in the form of a firm unit price for each item during the contract period.

**CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. 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. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

**CONTINUITY OF SERVICES:**

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

**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. One individual shall be appointed as main contact for UMW's Contract Administrator. The individual shall be able to speak and read English fluently. It is expected that this person will report to the Contractor Administrator or his/her designee daily when work is being performed under this contract. 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 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, or portable music sources, nor the use of residence hall televisions shall be permitted.
- vi. No unauthorized personnel. Contractor employees are not to be accompanied to 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.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:

By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified, and shall remain properly licensed during the life of the contract.

Contractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_

License # \_\_\_\_\_ Type \_\_\_\_\_

CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

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

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 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.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

DELIVERY AND STORAGE:

It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

DELIVERY POINT:

All items shall be delivered F.O.B. destination point, or as directed by the University.

EQUIPMENT ENVIRONMENT:

Environmental specifications for any equipment to be delivered under the resulting contract shall be furnished in writing along with the Bidder's bid, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. *Unless otherwise stated in the solicitation, it will be the University's responsibility to prepare the site at its own expense to meet the environmental specifications provided.*

E-VERIFY PROGRAM:

**EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (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.

EMPLOYEE BACKGROUND CHECKS AND QUALIFICATIONS

The Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this contract, including, but not limited to all terms relating to data and intellectual property protection and physical protection and safety of students, staff and faculty.

The Contractor shall obtain National criminal History background checks (NCHBC) on all of their contracted employees who will be assigned to perform services on any University of Mary Washington (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 any employees (prime or subcontractor) gaining access to the UMW campus or work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus 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 the University will solely apply to UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.

If the Contractor must under this contract create, obtain, transmit, use, maintain, process or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven(7) year felony and misdemeanor criminal records check of federal,

state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

UMW reserves the right to audit a Contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor, which in turn shall notify the designated UMW Contract Administrator within five (5) days. If at any time during the term of the contract, UMW discovers an employee has a conviction which raises concerns about University buildings, property, systems or security, the Contractor shall remove that employee's access to the UMW campus, unless UMW consents to such access in writing. Failure to comply with the terms of this provision may result in termination of the contract and additional remedies.

**ENVIRONMENTAL LIABILITY:**

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or release 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, law, 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 the Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

**EXTRA CHARGES PROHIBITED:**

The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

**FIRE MARSHALL REQUIREMENT:**

Absolutely no items are to be left/stored in hallways, stairways or blocking any egress.

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

**FRATERNIZATION:**

The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.

**INDEMNIFICATION:**

Contractor agrees to indemnify, defend and hold harmless the University as an agency of 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 or nature 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, goods or equipment delivered.

INSPECTION: All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work 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.

INSTALLATION:

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

LABELING OF HAZARDOUS SUBSTANCES:

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

MAINTENANCE MANUALS:

The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

MATERIAL SAFETY DATA SHEETS:

Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid/proposal, in a format requested by the University, for each chemical and/or compound offered. Failure on the part of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as nonresponsive. MSDS must be provided for all chemicals/compounds presented for the life of the contract.

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.

OPERATING VEHICLES ON UMW CAMPUS:

Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.

OWNERSHIP OF MATERIALS:

Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services are to be property of the University once the contract is closed.

PREVENTATIVE MAINTENANCE:

The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

PRICE ESCALATION/DE-ESCALATION:

Price adjustments may be permitted for changes in the contractor's cost of materials/services not to exceed the increase in the following index/indices: CPI-W. Price escalation may be permitted only at the beginning of a new renewal period and must be executed in advance of renewal. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the University; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The purchasing 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 purchasing office.

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.

PRODUCT AVAILABILITY/SUBSTITUTION:

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

PUBLIC POSTING OF CONTRACTS:

UMW maintains a web-based contracts database with a public gateway access. Any resulting contract to this solicitation will be posted to the publicly accessible website. In addition, any contract with cooperative terms will be posted to the VASCUPP website which is also publicly accessible. Contents appropriately marked by the contractor as proprietary information will not be made public\*how are you describing that as prop. And it must be done off the bat, use language from Prep in this sentence.

QUANTITIES:

Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

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, as stated by the University's Sustainability Mission.

#### RENEWAL OF CONTRACT:

This contract may be renewed by the University for five successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 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 the 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.
2. 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 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.

#### SAFETY:

The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

#### SEVERABILITY:

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

#### SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the University that 42% of its purchases are 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 Department of Small Business and Supplier Diversity (DSBSD) -certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by 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.
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category

type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

#### 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.

#### STANDARDS OF CONDUCT IN THE WORKPLACE:

The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. [http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html). Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

#### SUBCONTRACTS:

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

#### 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 may not be processed for payment.

TITLE IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex.

The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

#### WARRANTY (COMMERCIAL):

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

**WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:**

The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense.

**WORK SITE USE:**

The Contractor expressly undertakes, either directly or through its subcontractors:

- 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 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 operations.
- e. To perform 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.
- f. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval from the Contract Administrator for parking in other areas. In no event shall a Contractor park in a Visitor spot.

**WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):**

Under this time and material contract, the contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor categories, the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall maintain an "hours worked" log adequate for the contract administrator to confirm labor hours.

**XI. METHOD OF PAYMENT:**

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

- A. 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.*
- B. 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](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.

- C. 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 Chapter 43, VPPA, Article 4, Code of Virginia.

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 22401

**ATTACHMENT A – BIDDER’S CHECKLIST**

**GENERAL INFORMATION & LICENSE**

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- Completed and signed IFB title page
- Signed addenda (if applicable)
- Copy of Company Certificate of Insurance and License to Operate in Commonwealth of Virginia
- Completion of all relevant Attachments (B-E). Note: All required pricing should be completed in Schedule D.
- Resume of designated technicians for University account along with certificate of school training.

**ATTACHMENT B  
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 BID PACKAGE**

**ATTACHMENT C**

**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 BID PACKAGE**

**ATTACHMENT D**

**PRICING SCHEDULE**

**MUST BE COMPLETED AND RETURNED WITH BID PACKAGE**

The Bidder agrees to provide services in compliance with the Scope of Work and Terms and Conditions of this Invitation for Bid at firm rates as identified below. Failure to complete all of the rates and extended totals highlighted below or submission of a bid of \$0 will be cause for rejection of bid (via a non-responsive determination).

	<b>Category</b>	<b>Estimated Hours</b>	<b>Times</b>	<b>Fully Loaded Hourly Rate</b>	<b>Equals</b>	<b>Total (Estimated Hours x Fully Loaded Hourly Rate)</b>
A	Technician Regular Rate	40	x	\$ _____	=	\$ _____
B	Technician After Hour/Weekend Rate	20	x	\$ _____	=	\$ _____
C	Technician Helper Regular Rate	40	x	\$ _____	=	\$ _____
D	Technician Helper After Hour/Weekend Rate	20	x	\$ _____	=	\$ _____
E	Preventative Maintenance Rate	40	x	\$ _____	=	\$ _____
	<b>Total</b>					\$ _____

	<b>Item Description</b>	<b>Estimated Dollars</b>	<b>Offered Discount</b>	<b>Total Cost (Estimated Dollars – Offered Discount)</b>
F	Discount on Parts and Materials	\$1,000	____ %	\$ _____
G	Discount on New Equipment	\$1,000	____ %	\$ _____
	<b>Grand Total (A+B+C+D+E+F+G TOTALS)</b>	\$ _____		

**BIDDERS SHALL IDENTIFY ANY OTHER ADD-ON COSTS. ONLY THOSE ADD-ON COSTS APPROVED AT TIME OF CONTRACT AWARD WILL BE PERMITTED DURING CONTRACT ADMINISTRATION.**

ATTACHMENT E

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

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

**DEFINITIONS:**

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

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

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

**Bidder Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**INSTRUCTIONS:**

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

**ATTACHMENT E (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: \_\_\_\_\_

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**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 (\$)
<b>Total Planned Subcontracting Spend (\$)</b>					

TO: **University of Mary Washington Supplier Community**

FROM: **Lynne Richardson** *LR* 12/12/17  
**Interim Vice President for Administration and Finance**

RE: **University Supplier Diversity Initiative**

Greetings, University Supplier Community:

In order to achieve the University's mission of "providing a superior education that inspires and enables our students to make positive changes in the world," UMW relies on the support of its supplier community to provide necessary goods and services through its procurement processes.

A vital part of University procurement is its commitment to doing business with Virginia-certified small, women-owned, and minority-owned businesses and developing long-term partnerships in order to support both the mission of the University and the economic growth of the businesses in a fiscally responsible manner.

The University asks its suppliers to certify with the Department of Small Business and Supplier Diversity if qualified, or to show support for these certified businesses by establishing subcontracting alliances with these businesses. If vendors require assistance with small business certification, please contact the University's Small Business Development Center (SBDC) or the University's Procurement Services office.

Large businesses also play an important role in supporting the University's initiative by subcontracting work to Virginia-certified small businesses. If large businesses need assistance in locating small businesses for subcontracting, please visit the DSBSD website, or contact the University's Procurement Services office. Reporting small business subcontracting spend on a monthly or quarterly basis to the University's Procurement Services office is easy; a reporting template is located on Procurement's webpage: <http://adminfinance.umw.edu/procurement/swam-2/swam-reporting/>

As an agency of the Commonwealth of Virginia and as a community of globally minded citizens, this initiative is important to the University.

Again, the University thanks you for your continued support and partnership.

November 15, 2017

ATTACHMENT E

SWaM SUBCONTRACTOR SPEND REPORTING  
FORM LOCATED ON PROCUREMENT SERVICES WEBSITE

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

Business Services

# Procurement Services

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

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

You are here: Home / Vendors

**SWaM Reporting**

SWaM Subcontractor Reporting

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

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

Virginia's Total e-Procurement Solution!

## SWaM Subcontractor Reporting

This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend.

Purchasing Dates and Deadlines

July 2013

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**Vendor \***  
Please enter the name of the COMPANY

**Contract Number**  
Please enter the CONTRACT NUMBER

**Name \***  
First Last  
Please enter the SUBMITTER'S first and last name

**Email \***  
Please enter the SUBMITTER'S email address

**Select Reporting Method \***

- Upload Spreadsheet/Document
- Manual Input

**Additional Comments/Information**  
Please provide any relevant comments or information

Captcha

chromate minglan

Type the text

Privacy & Terms

reCAPTCHA™ stop spam, read books.

Type in info for each sub

Upload document – Excel or Word Only