



SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: October 9, 2018
RFP NUMBER & TITLE: RFP 19-915; Piano Replacement Program
PROPOSAL DUE DATE & TIME: Friday, November 9, 2018 at 2:00PM EST
NOTE: Proposals received after the due date and time cannot be accepted.
PROPOSAL DELIVERY ADDRESS: University of Mary Washington
WORK LOCATION: [] All Campuses [x] Fredericksburg [] Stafford [] Dahlgren
COMMODITY CODE(S): 58060, 96263, 58025, 58053
PRE-PROPOSAL CONFERENCE: [] Optional [] Mandatory [x] N/A DATE & TIME: N/A
CONTRACT OFFICER: Michelle Pickham EMAIL: mmiller8@umw.edu
PERIOD OF CONTRACT: Date of Award through 5 years, with 5, one-year renewal options (or as negotiated)

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 attached signed proposal or as mutually agreed upon by subsequent negotiation.

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 have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: _____
Address of Offering Firm: _____
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)

- I. QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after **5:00PM on October 30, 2018**.
- II. PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the goods/services described herein must reach the Proposal Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. **It is the responsibility of the offeror to ensure that the proposal is received on time.**
- A. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
 - B. 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.
 - C. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal 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 Offeror to check for all changes to the RFP prior to submission.
- IV. INCLEMENT WEATHER/SUSPENDED SCHEDULE:** Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or (540) 654-2424.
- V. PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. 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 offeror's proposal.
- VI. TENTATIVE TIMELINE:**
- Issue Solicitation: October 9, 2018
 - Solicitation Due Date/Time: November 9, 2018 at 2PM
 - Anticipated Award: December 2018/January 2019



TABLE OF CONTENTS

I.	PURPOSE	4
II.	ORGANIZATIONAL OVERVIEW	4
III.	BACKGROUND	4
IV.	CONTRACT PARTICIPATION (COOPERATIVE CONTRACT)	6
V.	SMALL, WOMAN-OWNED, AND MINORITY-OWNED (SWAM) PARTICIPATION	6
VI.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	6
VII.	STATEMENT OF NEEDS	8
VIII.	CONTRACT ADMINISTRATION	8
IX.	EVALUATION AND AWARD CRITERIA	9
X.	GENERAL TERMS AND CONDITIONS	9
XI.	SPECIAL TERMS AND CONDITIONS	9
XII.	METHOD OF PAYMENT	14
 ATTACHMENTS		
A.	REFERENCES	16
B.	SMALL BUSINESS SUBCONTRACTING PLAN (MUST BE SUBMITTED W/ PROPOSAL)	17
C.	SWAM SPEND REPORTING	19
D.	SWAM INITIATIVE LETTER	20
E.	PROPOSAL SUBMISSION CHECKLIST	21

Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules 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 intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations with one or more qualified contractors to provide a creative solution to replace the entire University piano inventory for the Music Department as outlined herein to the University of Mary Washington ('UMW' or 'the University'), an agency of the Commonwealth of Virginia.

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:

In April 2018, the University of Mary Washington had an impartial fleet study performed by Kawai America Corporation to analyze the current state and condition of the existing piano inventory on the University premises. Through that study, of the 23 pianos in the University's inventory, and on a scale of 1 to 5 with 1 being the worst condition and 5 being the highest, 22 ranked as a 1. The average condition of all 23 pianos was a 1.1 on the 5 point scale. The average age of the pianos is 48.3 years, with actual manufacturer years spanning from 1901 to 1991. Understanding the condition of the pianos, the University does not have the available funds to replace the 23 pianos, nor does it have the funds to provide the complete and necessary maintenance or repairs necessary to improve the quality of the instruments. The University currently spends an estimated \$9,000-\$10,000 on piano tuning and maintenance services annually.

The University will also be looking to purchase a new concert instrument for the lecture/recital hall in the future-renovated Seacobeck Hall and will be procuring a new Kawai Novus NV-10 Hybrid Piano using the 2018-2019 Equipment Trust Fund allocation provided by the State Council of Higher Education for Virginia (SCHEV). This ETF purchased piano must remain property of the University and asset-tagged appropriately for 20 years, so this piano will not be part of the piano replacement list.

Below includes additional information about the pianos and their use.

Number	Make	Model	Serial #	Year	Use
1	Baldwin	L	302619	1991	Faculty
2	Kawai	42" Console	770191	1974	Practice
3	Steinway	Model	150420	1911	Practice
4	Kawai	42" Console	290036	1967	Practice
5	Steinway	42" Console	299144	1968	Practice
6	Baldwin	Hamilton	437334	1991	Practice
7	Kawai	KG-1	604752	1972	Practice
8	Yamaha	MX100x	5016664	1991	Practice
9	Baldwin	Hamilton	437513	1991	Practice

10	Kawai	42" Console	770208	1974	Practice
11	Kawai	No. 600	359991	1968	Faculty
12	Baldwin	Hamilton	435309	1991	Practice
13	Kawai	KG-1	604765	1972	Faculty
14	Steinway	M	336058	1951	Faculty
15	Steinway	O	101583	1901	Faculty
16	Steinway	M	220484	1923	Faculty
17	Baldwin	L	302736	1991	Faculty
18	Kawai	42" Console	290035	1967	Faculty
19	Baldwin	L	302679	1991	Classroom
20	Kawai	No. 600	359989	1968	Faculty
21	Baldwin	SD-10	267944	1986	Performance
22	Kawai	42" Console	763991	1974	Faculty
23	Baldwin	L	302616	1991	Faculty

Use and Age of Pianos

Hours Played per Day	Number of Pianos
0	0
1-2	1
3-5	12
6-9	10
10+	0

Age	# of Pianos
0-10 Years	0
11-20 Years	0
21-30 Years	8
31-40 Years	1
41+ Years	14

Piano	Avg. Age
Grand	55.2 Years
Upright	39.2 Years
Entire Fleet	48.3 Years

Condition

Grade	Description of Piano Condition	# of Pianos
5	New or consistently maintained on a regular basis according to the guidelines for institutions	0
4	Some reconditioning required; piano has received maintenance on a regular basis according to the guidelines for institutions.	0
3	The minimum quality level recommended for institutional use; major reconditioning strongly recommended; optimum time to sell based on value versus remaining institutional life.	1
2	Over 1500 hours past rebuilding state; value diminishing at a rapid pace, any repairs made to these pianos at this time would not necessarily extend the piano's life.	0
1	Sell/Discard.	22
0 or NIQ		0

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. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Proposal Requirements - 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,
 - waive minor informalities,
 - issue a lowered evaluation of the proposal for failure to submit all information requested,
 - negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.

2. Protection of Trade Secrets/Proprietary Information: The Virginia Freedom of Information Act “FOIA” requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below.

If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content, but blacks out any protected information not appropriate for public release. ***If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.***

The designating 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 the entire proposal designation as redacted, the proposal will be rejected.

3. **Oral Presentations:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. *Oral presentations are an option of the university and may not be conducted. Therefore, proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise that proposal after submission.*
 4. **Number of Proposals Required:** One (1) printed original and one (1) electronic media version (DVD, CD, Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (DVD, CD, Flash Drive) clearly marked redacted copy must be submitted if required by the vendor.
 5. **Proposal Formatting and Content:** Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be:
 - Prepared simply and economically, with the ability to be recycled
 - Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
 - Dual-side printed where practical
 - Bound in a single volume where practical
 - Straightforward and concise
 6. **Limited Contact:** To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.
- B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible. 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. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
3. Submit a complete response to the RFP, in detail.
4. Complete and return Attachment A: References. References may be checked.
5. Complete and return Attachment B: Small Business Subcontracting Plan.
6. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
7. Any other information the Offeror believes will help the University evaluate its proposal.

Please review the Proposal Submission Checklist attached to this RFP prior to submission.

VII. STATEMENT OF NEEDS: Contractor shall:

- A. Design a creative solution to restore and/or replace the University piano inventory.
 1. Replacement of pianos.
 - a. Replacement need not be a 1:1 match of piano type/make (ex. In some cases, replacement of acoustic piano with digital instrument may be considered).
 - b. Piano replacements shall be of appropriate quality for their specific intended use:
 - i. piano faculty studio - 2 grand pianos
 - ii. other faculty studios - 2 grand, 3 upright pianos
 - iii. practice rooms - 3 grand, 8 upright pianos
 - iv. rehearsal spaces - 2 grand pianos
 - v. public performance spaces/classrooms - 3 grand pianos
 - c. Replacement pianos should be of the following industry standard brands: Yamaha, Kawai, Steinway, or Boston.
 - d. Proposal may include digital and hybrid instruments.
 2. Describe the following in the proposal:
 - a. Details regarding the disposal of the existing pianos (ex. selling, discarding, exchange, etc.) given the constraints on the disposal of Virginia state property.
 - b. The terms under which University would house or acquire the new pianos (ex. Lease, Rent-to-own, etc.).
 - c. Pricing structure: include a pricing structure and plan for total overhaul of the piano inventory within 5-10 years, with an intent to be serviceable instruments for the next 15-20 years.
 - d. Details of how and by whom the new pianos would be maintained and serviced, if included by the Contractor.
 - e. The proposal may also include a new keyboard lab (for class piano) with 16-20 stations; proposals without such a plan will still be considered.

VIII. CONTRACT ADMINISTRATION:

- A. The Chair of the Music Department, 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.

IX. EVALUATION AND AWARD CRITERIA

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

Criteria	Point Value
Plan & Methodology: Specific plan for piano replacement	45
Pricing: The total cost of the solution (considering the number of years proposed)	35
Capability: Experience and qualifications for providing similar solutions	15
Small Business Subcontracting Plan	5
Total	100

X. GENERAL TERMS AND CONDITIONS:

Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: <http://adminfinance.umw.edu/procurement/umw-policies-and-procedures-2/>

XI. SPECIAL TERMS AND CONDITIONS:

A. SOLICITATION:

- 1. ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 180 days. At the end of the 180 days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the offer shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.
- 2. AWARD - RFP:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency’s need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). 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, or if in the sole opinion of the University it is in the University’s best interest to award to only one offeror, 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. 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

3. 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.

4. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed 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 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 proposal to be disqualified. Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or proposals should be placed in the envelope.

Name of Offeror	Proposal Due Date & Time
UMW RFP Number	UMW RFP Title
Street #/Name or P.O. Box #	City, State and Zip Code

5. LATE PROPOSALS: To be considered for selection, 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 RFP is that time on the automatic time stamp machine in the location listed on Page 1 of the solicitation. 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 Offeror to ensure that its proposal reaches the designated receipt location no later than the assigned date and hour.

6. 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.

7. PRECEDENCE OF TERMS: The General Terms and Conditions of this solicitation and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8. QUALIFICATION OF OFFERORS: UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/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.

9. **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.
10. **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 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 proposal certifies that you fully understand the requirements of this solicitation.

A. **CONTRACT:**

1. **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.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **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.
4. **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.

5. DELIVERY POINT: All items shall be delivered F.O.B. destination point, or as directed by the University.
6. 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.
7. EXTRA CHARGES PROHIBITED: The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.
8. FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
9. INDEPENDENT CONTRACTOR RELATIONSHIP: In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.
10. 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.
11. 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.
12. NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service, or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:

If to the Contractor:

Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

Attn:
ADDRESS LINE 1
ADDRESS LINE 2

13. 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>.
14. 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.
15. RENEWAL OF CONTRACT: This contract may be renewed by the University upon written agreement of both parties for five (5), one-year successive periods under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term.
16. 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.
17. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
 - a. 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.
 - b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University 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.

- c. 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.

18. 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.

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

20. 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 proposal.

XII. 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 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 - REFERENCES

Provide at LEAST 3 references of current or recent past clients, preferably from higher education.

Reference #1	
Agency Name	
Contact Name	
Email	
Phone #	
# Years w/ Agency	
Solution Provided	

Reference #2	
Agency Name	
Contact Name	
Email	
Phone #	
# Years w/ Agency	
Solution Provided	

Reference #3	
Agency Name	
Contact Name	
Email	
Phone #	
# Years w/ Agency	
Solution Provided	

ATTACHMENT B - SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

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

DEFINITIONS:

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

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

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

Bidder Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

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

ATTACHMENT B (CONT'D)

Section A

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

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

DSBSD Certification No.: _____ Expiration Date: _____

Section B

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

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

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

ATTACHMENT C - SWAM SUBCONTRACTING SPEND REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE
<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

UNIVERSITY OF MARY WASHINGTON

Students | Faculty & Staff | Alumni | Give | GO

Administration and Finance

Procurement Services

Laws, Policies and Procedures | Buyer Resources | SPCC | Technology Purchases | **Vendors** | UMW Supplier Expo

- Forms
- DSBSD - SWaM
- Contracts
- Contact Us

QUICK LINKS

- Vendor Resources
- Vendor Policies and Guidelines
- Current Bids & Proposals
- SWaM and Non-SWaM Reporting**
- Vendor Feedback

SWaM Subcontractor Reporting

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

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

Upload Document - Excel or Word only

Manually type information for each sub-contractor

ATTACHMENT D - SWAM INITIATIVE LETTER



TO: University of Mary Washington Supplier Community
FROM: Lynne Richardson *Lynne Richardson* 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

RFP 19-915 Proposal Submission Checklist

It is important that the Offeror carefully read through the RFP and provide all required documentation. The proposal MUST be submitted and received on time to qualify for a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

IMPORTANT DATES & REMINDERS

- No Questions Accepted after **5:00PM EST on October 30, 2018**. All Questions must be directed toward the Procurement Officer for this solicitation: Michelle Pickham, mmiller8@umw.edu, and 540-654-2260.
- Proposal Due Date: **November 9, 2018 at 2:00PM EST** - Proposals submitted after 2PM as indicated by the official Procurement clock will NOT be accepted.
- All proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum. If sending the proposal by mail, the address to send the proposal to is located on the RFP Cover Page.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

Acknowledgement:

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.

Documents to Submit:

- Completed and signed RFP cover page.
- Any/All signed addenda.
- Electronic Copy of Proposal (Original and Redacted)
- A complete response to the RFP detailing the Offeror's plan to replace the University's piano inventory
- Description of the Offering firm's history and expertise.
- Completed Attachment A; References
- Completed Attachment B; Small Business Subcontracting Plan.
- Any exceptions taken to University's Terms and Conditions.
- Current Certificate of Liability Insurance