



SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: February 10, 2019
RFP NUMBER & TITLE: RFP UCPUMW 19-986, TERM CONTRACT TO ACQUIRE THIRD PARTY SUPPORT TO COORDINATE THE ACQUISITION AND MANAGEMENT OF TEMPORARY OFF-CAMPUS RESIDENTIAL HOUSING ON AN AS-NEEDED BASIS
PROPOSAL DUE DATE & TIME: March 6, 2019 NO LATER THAN 4PM
NOTE: Proposals received after the due date and time cannot be accepted.
PROPOSAL DELIVERY ADDRESS: University of Mary Washington
Procurement Services /Reference RFP UCPUMW 19-986
Eagle Village Executive Offices, Suite 480
1125 Jefferson Davis Hwy., Fredericksburg, VA 22401
WORK LOCATION: [X] All Campuses [] Fredericksburg [] Stafford [] Dahlgren
COMMODITY CODE(S): 97100, 95800
CONTRACT OFFICER: Patricia A. Canciglia EMAIL: pcancigl@umw.edu
PERIOD OF CONTRACT: Date of Award for one year with five (5) one-year renewal periods

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. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: _____
Address of Offering Firm: _____
DSBSD 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 **21 February 2019, 4PM**.
- 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.



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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 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 sealed proposals in order to establish a contract with one or more qualified contractors to provide Third Party Support to coordinate the acquisition and management of Temporary Residential Off-Campus Housing on an as-needed basis at any of the eleven (11) institutions of higher education known as the Virginia Association of State and College and University Purchasing Professionals (VASCUPP). The location of each VASCUPP institution of higher education is identified on the zone map provided in Attachment A. The University of Mary Washington (UMW) is sponsoring this solicitation on behalf of the VASCUPP institutions.

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 BACKGROUND

UMW's Fredericksburg campus has capacity to house an estimated 2,600 students. UMW's six-year plan provides for a multi-year approach to the renovation of residence halls, and residence halls have occasionally entered into offline status for renovations, requiring the acquisition of offsite housing for students. This solicitation is intended to provide for multiple awards to provide for third party support to coordinate the acquisition and management of future temporary off-campus residential housing requirements 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.**

VASCUPP BACKGROUND

The mission of the Virginia Association of State College and University Purchasing Professionals (VASCUPP) is to:

- Recognize and use effectively the common procurement principles, knowledge, experience, challenges, support and resources of all decentralized higher education member institutions;
- To be a united group with common goals of addressing the complexities of the Commonwealth of Virginia procurement process;
- Through ongoing cooperation and cohesion, better the ability of each individual member institution to effectively provide efficient and responsive customer service in facilitating the purchase of goods and services for their Institution; and
- To support diversified vendor advocacy to enhance the capability of each member institution in seeking open competition for the highest valued product and services.

More information about each VASCUPP member university can be located at the following website:
<https://vascupp.org>.

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, three (3) copies 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 required services on an as-needed basis, such as number of years in business providing similar services to similar entities, preferably in higher education.
 3. Submit a complete response to the RFP, in detail, to include the following:
 - a. Key Personnel Resumes;
 - b. References
 - c. RFP Checklist with supporting documentation
 - d. Certificate of Insurance
 - e. Financial Details to document responsibility
 - f. Scenario Response
 - g. Subcontracting Plan
 4. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
 5. Submit acknowledgement that Attachment E, Contractor Form Addendum must be incorporated in any agreements on behalf of the University.
 6. Submit acknowledgement that neither the Contractor nor any housing provider shall require any student to execute a separate agreement, contract, addendum, or other paperwork as a condition of housing acquired under this RFP.
 7. Any other information the Offeror believes will help the University evaluate its proposal.

VII. STATEMENT OF NEEDS:

It is the University's intent to enter into multiple contracts to provide Third-Party Support to coordinate the acquisition and management of temporary off-campus residential housing on an as-needed basis as outlined in this RFP. Specific job requirements will be identified by the University when/if a specific need is identified and will be incorporated into a Purchase Order for execution.

Once a requirement is identified, the Contractor will be asked to conduct market research to identify temporary short-term (less than one year) off-campus residential housing options to meet University requirements and shall present available options to the University for consideration. If accepted by the University, the Contractor shall coordinate with the selected properties to process required application packages, make associated deposit payments, establish utility accounts (electric, cable, internet, etc.) and services (trash pick-up, etc.) and any other activities (i.e., insurance, etc.) required to establish agreements between the Contractor and the Property on behalf of the University. The Contractor will assist with preparation of units for move-in, to include, but not be limited to, furnishing, if required, either by renting furniture to meet University specifications or by assisting with movement and placement of University property (i.e., dormitory furnishings, etc.). The Contractor will be the lessee for all units and customer for all utilities and services. The Contractor will be the point of contact for daily interaction between the University student/employee/guest and the selected property to address any issues presented during the associated lease/rental period. The Contractor will make scheduled and on-time payments to the selected properties and associated utilities and service providers. The Contractor will be responsible for final disposition of agreement to include managing security deposits and damage assessments at the conclusion of the rental/lease period. The Contractor will coordinate with University Security, Housing, Residence Life and others to assure that associated University concerns are adequately addressed in any agreements on behalf of the University.

Anticipated participants that may require short-term housing include, but are not limited to, under-age students (ages 17-21), to include international participants.

Following are minimum requirements for third-party support to coordinate the acquisition and management of temporary residential off-campus housing on an as-needed basis:

- The Contractor shall coordinate a site-visit for University inspection of properties identified to meet University requirements.
- The Contractor shall provide required leasing documents in preparation for a seamless participant arrival.
- The Contractor shall pay deposits, rent, utilities and services on time.
- The Contractor shall provide minimum required liability insurance as specified by Commonwealth of Virginia.
- The Contractor shall provide 24/7 Customer Service, 365 days a year to address concerns of residents.
- The Contractor shall bill a fully-loaded daily rate which will include rent, apartment set-up, securing the property, utilities, application fees, initial deposits and any other related charges.
- The Contractor shall take all required steps to transform a rental unit to a vacant unit including giving the required notice to vacate, removal of all furniture and housewares, if required, disconnecting utilities, and settling securing deposits.
- The Contractor shall identify and make subsequent arrangements for resolving housing issues within a 24-hour period.
- The Contractor shall ensure that response time to return emergency calls is within two hours.
- The Contractor shall identify an on-site housing liaison to work directly with participants.
- The Contractor shall assure that any agreements are consistent with the Contractor Form Addendum found in Attachment E.

Following are minimum requirements for housing options for temporary residential off-campus housing on an as-needed basis:

- The Contractor shall identify affordable and conveniently located short-term off-campus housing options in compliance with Federal, State, Local Laws, Ordinances, Rules and Regulations including, but not limited to: safety, fire and public welfare, accessibility by disabled, free of asbestos that is not under a management plan by an Asbestos Management Planner licensed by DPOR, etc.
- The unit shall have adequate natural and/or electrical light source in each room. Lighting shall be locally switched for each room/area.
- Doors shall be compliant with 2010 ADA for new construction.
- Units shall have climate controlled HVAC and ventilation systems that provide minimum temperature capacities with a norm of 68 degrees Fahrenheit in Fall and Winter and 74 degrees Fahrenheit in Spring and Summer.
- Units shall have an acceptable level of fire protection to include, but not be limited to, fire alarm system, sprinkler system, fire/smoke detection, and exit lighting and/or signage to comply with all state and local codes. Fire protection systems shall comply with all requirements set forth in state and local codes for current or proposed occupancy classifications. Fire protection systems shall be in complete working condition and be maintained in accordance with the current state and local codes. Required testing, inspection, and maintenance documents shall be reviewed by the Contractor and reports provided to the University to indicate consistency with Commonwealth of Virginia and Local Ordinance mandates.
- Preference will be given to spaces with front-desk security 24 hours/day.
- Bedrooms must be lockable.
- Bathrooms shared by no more than four occupants.
- Each unit shall be equipped with telecom, cable and wireless internet capability supplied by the landlord.

- Each unit shall have window coverings on all windows.
- Common areas shall be maintained in good, clean and safe conditions. This includes, but is not limited to, all common areas and common facilities, including all hallways, walkways, and all related interior and exterior lighting, to be used by Tenant in common with other tenants.
- Every guestroom must have AC-powered smoke alarms, commonly called hard-wired smoke alarms. The alarms must be installed in accordance with National Fire Protection Association (NFPA) Standard. An alarm that is solely battery-operated is not acceptable. An AC-powered alarm with battery back-up is desired. If the building is more than three stories in height, it must also have a full automatic sprinkler system. Systems installed before October 25, 1992, and meeting the local code in effect at the time are acceptable provided there is at least one sprinkler head in every guestroom. Sprinkler systems installed on or after that date must meet Uniform Building Code for the Commonwealth of Virginia.
- All properties must be safe and sanitary which is defined as meeting the standards of a typical local housing or occupancy code. Properties must be structurally sound, weather-tight and in good repair. The units must include wiring that is safe and adequate for lighting and other devices, contain a cooling/heating system capable of sustaining a healthful temperature; have a separate, well-ventilated bath with sink, bathtub and shower, and toilet in good working order and properly connected; a kitchen area with sink, potable water, sewage drainage, and space and connections for appliances and be free of lead-based paint or comply with lead-based requirements of 24 CFR Part 35 (i.e., no cracking, peeling, chipping, scaling paint).

Following are minimum requirements for Key Personnel (those individuals proposed to manage the contracted services with priority assignment to this contract):

- Contractor personnel used for the performance of this work shall be properly trained and qualified for work of this type. Personnel shall have the minimum ability and experience for their classification. All personnel shall comply with the rules and regulations of the University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University, that employee shall be removed by the Contractor from the University grounds and shall not again be employed by the Contractor on University grounds until approved by the University. The University has the right to refuse to accept services from any personnel deemed to be unqualified, disorderly, or otherwise unable to perform assigned work.

VIII. CONTRACT ADMINISTRATION:

- A. The Assistant Dean of Residence Life 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 services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

IX. EVALUATION AND AWARD CRITERIA

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

Criteria	Point Value
Documented Experience Providing Similar Services (highly desired that similar services include, but not limited to, higher education in Commonwealth of Virginia, students ages 17-21, experience with government leases, and familiarity with Commonwealth of Virginia non-negotiable terms and conditions), including references.	40
Personnel: Adequate number and types of personnel assigned to this contract with resumes that demonstrate appropriate knowledge, skills, abilities and education levels.	20
Scenario: The contractor shall provide a Project Plan for the Scenario identified and will be assessed based on demonstrated understanding of the requirements.	20
Pricing (competitive pricing and any discounts, scholarships, sponsorships, rebates offered). Reference Price Schedule.	10
Small Business Subcontracting (Current Registered SWAM Vendors in the Commonwealth of Virginia will receive highest points; If not SWAM Registered, points will be assigned based on proposed Subcontracting Spend).	10
Total	100

Mandatory Criteria for Award: Proposals will be evaluated and, if a firm is to be selected, selection of the firm will be made on the basis of:

- Selected Firm(s) must provide adequate staffing with qualified personnel to be able to meet requirements of the contract.
- Selected Firm(s) must submit a bid price for each zone that they are interested in participating in and address unique known requirements of the agencies in each zone.
- Selected Firm(s) must be registered as a SWAM Vendor with the Commonwealth of Virginia or submit a Subcontracting Plan (Attachment F).
- Selected Firm(s) shall be registered in eVA (electronic Virginia).
- Selected Firms(s) shall agree to accept non-negotiables as identified in Attachment E, Contractor’s Form Addendum.

Desired Criteria for Award: Proposals will be evaluated and, if a firm is to be selected, selection of the firm will be made on those proposals that offer the best overall proposal based on the criteria outlined above and the following:

- Selected Firm(s) relevant experience, qualification and success in providing the services outlined in this RFP.
- Selected Firm(s) experience with institutions of higher education and clients which are comparable to the requirements of this RFP (i.e., higher education, off-campus temporary housing, student housing, furnished/unfurnished, etc.).
- Selected Firm’s experience with government leases and agreement to accept non-negotiables as identified in Attachment E, Contractor’s Form Addendum.

- Selected Firm's quality of proposal, specifically, responsive to requirements and relevance of information provided.
- Selected Firm's resumes for assigned Key Personnel will be assessed based on staffing levels, relevancy of labor classifications, knowledge skills and abilities of individuals presented as demonstrated by resume submissions.
- Selected Firms will be assessed based on their documented Project Plan to address the following scenario:

You are notified late June that a University requires placement for 50 students commencing mid-August. Provide a project plan and demonstrated approach, including commitment of personnel, key considerations, coordination and options to execute to meet University schedule.

- Selected Firm will offer competitive pricing, and available discounts, rebates, scholarships or sponsorships.

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:

SOLICITATION RELATED TERMS AND CONDITIONS:

ACCEPTANCE PERIOD:

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

ADVERTISING:

In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the University will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the University has purchased or uses any of its products/services, and the Contractor shall not include the University in any client list in advertising promotional materials.

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

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

LATE 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.

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.

QUALIFICATION OF OFFERORS: UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy UMW that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated herein.

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 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

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.

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.

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.

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

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/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 _____

DELIVERY POINT:

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

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.

Under no condition shall an individual who is listed on any Sex Offender Registry database be permitted to work on campus or associated properties. It is the responsibility of the contractor to verify this information before assigning any individual to work on a UMW property.

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.

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 1st through June 30th. 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.

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.

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.

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.

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:
Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor:
Attn:
ADDRESS LINE 1
ADDRESS LINE 2

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 will remain property of the University once the contract is closed.

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.

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.

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

A term contract may not be renewed unless a renewal clause is included in the solicitation. Select one of the following clauses if an option to renew the contract beyond the original period of the contract is desired. Complete the blank; indicating the number of "successive one (or other) year periods" the contract may be renewed.

RENEWAL OF CONTRACT:

This contract may be renewed by the University upon written agreement of both parties for five successive one year 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.

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 CPI-Other Services 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-Other Services 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. 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.

When Used: In solicitations to furnish and install or specialty services when subcontracting will be permitted only upon

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>.

When Used: Include in all contracts.

USE OF RECYCLED MATERIALS:

Notwithstanding the prohibition against used, damaged, or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. Use of recycled materials may be part of the basis for evaluation of bids/offers. Please provide the following information in this regard:

Do any of the goods offered contain recycled materials?

If so, please qualify the recycled material content. (i.e., percentage of post-consumer waste used in the manufacture of new goods; Forest Stewardship Council (FSC) certification, etc.)

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:

1. 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.
2. 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.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
5. 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.
6. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

XII. METHOD OF PAYMENT:

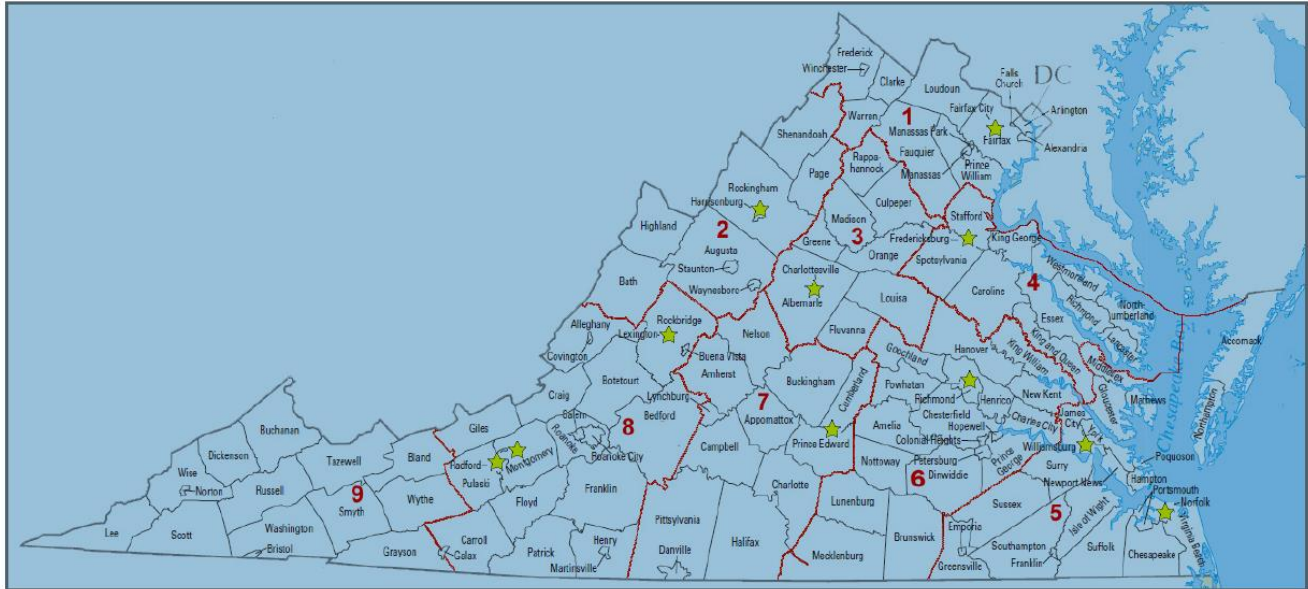
The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

- A. Small Purchase Charge Card (SPCC): 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 the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. 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 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
- 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 – ZONE MAP



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u>

ATTACHMENT B - 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 C

RFP UCPUMW 19-986 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 **2/21/2019 4PM**. All Questions must be directed toward the Procurement Officer for this solicitation: [Patricia A. Canciglia, pcancigl@umw.edu](mailto:pcancigl@umw.edu) , and 540-654-1237.
- Proposal Due Date: **3/6/2019 NO LATER THAN 4PM** - Proposals submitted after 4PM on 3/6/2019 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)
- Description of the Offering firm's history and expertise.
- Completed Attachment D, Pricing Sheet.
- Completed Attachment F, Small Business Subcontracting Plan.
- Any exceptions taken to University's Terms and Conditions (including Contractor Form Addendum, Attachment E).
- Financials adequate to document responsibility of Offeror
- Current Certificate of Liability Insurance

ATTACHMENT D- PRICING SHEET

Fill in and submit the following pricing table assuming off-campus housing for designated zones and periods for third party support and furnished apartments, all utilities (electric, water, internet, heat/ac) and services (trash pickup, etc.) and security deposits:

Description	3 months/price per month	9 months/price per month	6 months/price per month	12 months/price per month
Zone 1 George Mason University, Fairfax, VA	\$	\$	\$	\$
Zone 2, James Madison University, Harrisonburg, VA	\$	\$	\$	\$
Zone 3, University of Virginia, Charlottesville, VA	\$	\$	\$	\$
Zone 4, University of Mary Washington, Fredericksburg, VA	\$	\$	\$	\$
Zone 5, College of William and Mary (Williamsburg, VA) and Old Dominion University (Norfolk, VA)	\$	\$	\$	\$
Zone 6, Virginia Commonwealth University, Richmond, VA	\$	\$	\$	\$
Zone 7, Longwood University, Farmville, VA	\$	\$	\$	\$
Zone 8, Virginia Military Institute (Lexington, VA), Virginia Tech (Blacksburg, VA) Radford (Radford, VA)	\$	\$	\$	\$

Identify any available rebates, sponsorships, scholarships or other available pricing considerations:

1. Available Rebates:

2. Available Sponsorships:

3. Available Scholarships:

4. Other Pricing Considerations:

ATTACHMENT E

**COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: UNIVERSITY OF MARY WASHINGTON

CONTRACTOR NAME: _____

TITLE OF CONTRACTOR'S FORM: _____

DATE: _____

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) individual proprietorship association partnership corporation governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Accounts Payable. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the Commonwealth:

1. Requiring the Commonwealth to maintain any type of insurance; either for the Commonwealth's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;

6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Immigration: Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
18. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
 - (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
 - (iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - (iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

19. The following terms are hereby incorporated by reference: a) The provisions required by Va. Code §2.2-4354 obligating Contractor to make prompt payment to all subcontractors and provide University with a valid taxpayer identification number; b) the provisions required by Va. Code §2.2-4311.2 obligating Contractor to comply if Contractor is required by law to be authorized to transact business in the Commonwealth; and c) if the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by Va. Code 2.2-4311 prohibiting Contractor from discriminating in employment and Va. Code §2.2-4312 obligating Contractor to provide a drug-free workplace.

The Agency does not discriminate against faith-based organizations.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

CONTRACTOR
(Contractor Name)

AGENCY
University of Mary Washington

SIGNATURE:

SIGNATURE:

PRINTED NAME:

PRINTED NAME:

TITLE:

TITLE:

DATE:

DATE:

ATTACHMENT F - 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 F (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 (\$)					

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

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

Agency Reports
Use UMW's Expenses >

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

Upload Document - Excel or Word only

Manual Input

Manually type information for each sub-contractor