

REQUEST FOR PROPOSALS

<u>ISSUE DATE:</u>	February 7, 2014	<u>RFP NUMBER</u>	14-34, Police Dept. CAD/RMS
<u>COMMODITY CODE(S):</u>	83845, 20854, 92014, 91829	<u>& TITLE:</u>	Systems & Services
<u>ISSUING AGENCY & ADDRESS:</u>	University of Mary Washington, 1125 Jefferson Davis Hwy., Eagle Village Executive Offices, 4 th Floor, Suite 480, Procurement Services Office, Fredericksburg, VA 22401	<u>WORK</u>	Fredericksburg, Virginia
<u>PROPOSAL DUE DATE & TIME:</u>	Feb. 27, 2014; 3:00 PM	<u>LOCATION:</u>	
<u>MANDATORY PRE-PROPOSAL CONFERENCE</u>	Located at address above	<u>DATE & TIME:</u>	Feb. 17, 2014; 2:00 PM
<u>CONTRACT OFFICER:</u>	Melva A. H. Kishpau, VCO	<u>EMAIL:</u>	mkishpau@umw.edu

PERIOD OF CONTRACT: Date of Award through one year, with option for four (4) one-year renewal options or as negotiated

QUESTIONS/INQUIRIES: All inquiries for information should be directed via email to the contract officer listed above, referencing solicitation name and number. No questions will be accepted after (DATE/TIME).

PROPOSALS: Sealed Proposals must reach the above address and department by the deadline stated in order to be considered. It is the responsibility of the offeror to ensure that the proposal is submitted in an envelope or container that clearly identifies the contents as a proposal submission in response to this Request for Proposals. Also reference section V herein. *UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information. (Reference Section V.A.3 stipulations) All contracts will be made available through UMW's Public Contracts Gateway, <http://adminfinance.umw.edu/procurement/umw-policies-and-procedures-2/>*

** If special ADA accommodations are needed in order to attend a pre-proposal conference, please contact Melva A. H. Kishpau, VCO, mkishpau@umw.edu, 540/654-1084, no later than 24 hours prior to conference date/time.*

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

VA CONTR. LIC. #	CLASS	eVA VENDOR # or DUNS#
	SPEC. CODE	FEIN #
OFFEROR PRINTED NAME:		SCC #
ADDRESS LINE 1:		DATE:
ADDRESS LINE 2:		SIGNATURE:
CITY/STATE/ZIP		TITLE:
PHONE #	FAX #	EMAIL:
DSBSD CERT.#	EXP. DATE:	SMALL BUSINESS:
WOMAN OWNED:	MINORITY OWNED:	OTHER DESIGNATION:

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

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I. PURPOSE:

The Intent and Purpose of this Request for Proposals is to solicit sealed proposals from highly qualified sources to establish a contract through competitive negotiation for a locally or externally hosted Computer Aided Dispatch (CAD) system with option for mobile client capability, a Records Management System (RMS), including Evidence Bar-coding System, and to configure, install, implement, train staff and to provide the necessary ongoing support and maintenance of stated systems for the Police Department with the University of Mary Washington (hereinafter referred to as "UMW" or "the University."

II. ORGANIZATIONAL OVERVIEW:

The University of Mary Washington is a coeducational, state-supported institution of the Commonwealth of Virginia enrolling a total of approximately 5,000 undergraduate and graduate students. The institution currently consists of three academic campuses and three colleges – Arts and Sciences, Business and Education.

The primary undergraduate campus, located in the historic city of Fredericksburg, was founded in 1908. The Stafford campus opened in 1999, and primarily serves the needs of graduate students and students in nontraditional programs in this rapidly growing regional population center. A third campus in Dahlgren, Va., opened in early 2012.

The University of Mary Washington's Fredericksburg campus is largely residential and enrolls approximately 4,500 undergraduate students from throughout Virginia, the nation, and the world.

The Stafford campus attracts many working professionals who are committed to completing an undergraduate degree, attaining professional certifications, or continuing their education in the areas of teaching and business. All of the approximately 1,000 students at the Stafford campus are commuters and most attend classes part time in the evenings.

The Dahlgren campus serves as an anchor for development of educational and research partnerships among Naval Support Facility Dahlgren, the business community, and state higher education institutions.

III. BACKGROUND/CURRENT SYSTEMS:

A. General

1. The UMW Police Department has 22 full-time, and 3 part time employees with 5 full time and 3 part time employees assigned to the Emergency Communications Center, as well as one Business Manager. The UMW Police Department has 16 sworn personnel.
2. During year to date calendar 2013, the department completed 795 incident reports. The department currently is not capable of tracking emergency and non-emergency related calls through any existing system. The CAD/RMS must provide this capability.
3. There is no CAD system presently in operation in the UMW Police Department; nor is there mobile client capability. Currently, police records and mandated reports must be manually compiled by officers and police department staff. University police dispatchers are also required to manually enter information during an ongoing incident.
4. The University police department currently utilizes XRMS Archonix for Records Management which was obtained through a regional grant. This system requires much manual entry on the part of the police department dispatch.
5. The UMW police department maintains a physical presence on the Fredericksburg campus, where the department headquarters is located, as well as on the Stafford campus. There is currently no University police presence at the Dahlgren campus. However, the University contracts with an unarmed security firm which maintains a presence on all three campuses. University police officers occasionally make unscheduled trips to the Dahlgren campus as well as to other locations which currently

include Belmont, Gari Melcher's Home and Studio, as well as the James Monroe Museum and Memorial Library, which are located in Stafford County and the City of Fredericksburg, respectively.

6. The existing University police radio system is not integrated with any other system. It is a standalone system consisting of one base station and a repeater located on George Washington Hall roof (Kenwood VHF FM Repeater TK-75)
7. There is no existing Geographic Information System (GIS) capability within any current UMW system.
8. There is no mobile client capability currently in operation for the University police department.

B. Dispatch Equipment and Systems List:

1. Primary dispatch system is a Dell Vostro 230 running MS Windows XP
2. Base station is a Kenwood VHF FM Repeater TK-75
3. Security Systems
 - a. AMAG Symmetry access control system version 7.0.1 (120400)
 - b. Ocularis 2.0 video surveillance
 - i. Running on a Dell Poweredge T410, Service Tag &HPOQM1 operating system Server 2008
4. ADT Giant voice area warning system
 - a. Running on a Dell Optiplex 990 operating system Windows 7
5. Gai-Tronics Telephone Management Application version 2.11
 - a. Running on a Dell Vostro 220 operating system Windows XP with touch screen
 - b. Supports 171 emergency phones (as of 7/29/2013)
6. Fireworks fire support system version 1.60.64
 - a. Running on a Dell Optiplex 990 operating system Windows XP
7. VCIN Terminal
 - a. Juniper connection to VSP
8. Comlinc state run RIOS
9. Phone lines in dispatch are ISDN (Not VOIP as are others on campus, with exception of analog fax lines)

IV. SCOPE OF SERVICES (STATEMENT OF WORK):

A. GENERAL: The awarded contractor shall perform the installation, configuration, implementation, necessary training and continued support (including system upgrades) of a Public Safety Records Management System (RMS) which includes an Evidence Barcoding System, and a Computer Aided Dispatch (CAD) System. Specifications for the requested/required hardware are to be included with the quote response, clearly marked for each system. "CAD Server Specifications and Requirements", "Terminal Configuration and Required Software", etc.) The University's intent is to contract with a supplier that is capable of working with the University throughout the life of the contract to implement and integrate new technology as it is made available and when it supports the mission of the Police Department and Emergency Communication Center.

1. All network connectivity is assumed to be established and operational by the University.
2. Offered systems must be compliant and continuously kept current with respect to The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (20 USC § 1092(f)), the landmark federal law originally known as the Campus Security Act,

that requires colleges and universities across the United States to disclose information about crime on and around their campuses.

3. Annual support and maintenance as well as anticipated upgrade costs and any necessary supplies (labels, etc.) are expected to be included in the quote response. Please review and complete the Project Pricing Form, Attachment F.
4. The desired solution should improve the efficiency and effectiveness of receiving calls for emergency services from the campus community and dispatching (or relaying to, as necessary) the appropriate law enforcement, fire, and emergency services in response.
5. The University desires to implement an enterprise solution, with licensing purchases and implementations occurring in a phased approach over an extended period of time. The University encourages Offerors to provide an enterprise solution package; however, the University will consider solutions that address individual component requirements.
6. Project must be viable within the University's FY 14 budget allocation and it is expected that the overall project can be supported without any supplemental appropriation. The total project budget is slightly less than \$100,000 and will include software, hardware project services, and data conversion. FY 14 funding is allocated to support the acquisition of CAD, and RMS, however, the intent of the University is to implement the Mobile Client during a subsequent budget year. Other additional upgrades or systems will be subject to Fiscal Year budget availability during the life of the contract.

B. SPECIFICATIONS FOR CAD SYSTEM :

1. Shall allow full featured dispatching that supports the University Community in compliance with Department of Justice (DoJ) and National Information Exchange Model (NIEM) standards.
2. Shall be scalable to support call volume peaks, the University's Emergency Communications Center, and Automatic Notification Systems
3. Shall support Call Taking or Dispatching Positions
 - a. Generate and archive incidents that begin with a community member call or originate from field personnel (officers)
 - b. Generate a case number for incidents that require an investigation
 - c. Information shall be inputted into a call template for future search-ability
4. Shall maintain comprehensive Premise Information and Historical Database
 - a. Updating incident data and logging the updates
 - b. Time-stamping every action taken by the dispatcher at the terminal
5. Should Offer Unit recommendations and SOP's using (various systems – Zone, AVL- Automatic Vehicle Location, GIS-Geographic Information System, or other) for potential future upgrade of University system.
 - a. Display status of field personnel
 - b. Assign logical field personnel to an incident
6. Shall enable entry of Watch Orders, BOLO, and Hot Sheets
7. Shall capture Unit Activity and Vehicle Logs
 - a. Log On/Off times of Police Personnel
8. Shall support Future Calls and Held/Stacked Calls
 - a. Including failure notification
9. Shall offer flexibility for future integration with Mobile Data Terminal (MDT) solutions for silent dispatching.
10. Should offer flexibility for current or future integration with SMS text messaging service
11. Shall offer easy customization and modification of the dispatch key layout through a PC-based application

- a. Offer ease of data entry by using native Windows-based user interface capabilities such as but not limited to dropdown menus, radio buttons, autocomplete, shortcuts, checkboxes, toolbars and on-screen buttons.
12. Shall offer interoperability technology (EDI) to bridge communications with other local jurisdictions.
13. Shall provide improved response time calculations
14. Shall support model which includes periodic software updates included as part of the maintenance support agreement.
15. System must be able to add features and expand capacity as necessary or requested by the University.
16. Shall offer improved ProQA Functionality
17. Shall offer true multi agent/multi user CAD environment
18. Shall offer improved standards based data sharing/data exchange
19. Shall offer improved real time query and reporting capabilities
20. Mapping, ProQA and other applications should operate within the CAD environment

C. RECORDS MANAGEMENT SYSTEM REQUIREMENTS SHALL:

1. Include Incident Based Reporting
2. Integrate with Master Name File and all other Incident Based Reporting (IBR) modules
3. Capture warrant/booking/arrest information
4. Store Known associates and Gang/Terrorist data
5. Offer digital imaging functionality for mug-shots/line-up s/crime scene photos/etc.
6. Include comprehensive evidence system (chain of custody, inventory, disposition, etc.) with available barcode interface (Evidence Barcoding System)
 - a. Handheld scanner
7. Record property information
8. Include Personnel Records management
9. Store summons/traffic/citations for local, state and federal violations
10. Track Case Management data
11. Support Clery Act reporting to include Annual Security Report and Daily Crime Logs
12. Include an Officer's Activity Report to record and store daily activities such as patrol area assignments, provide for reports and an accurate picture of time spent by personnel
13. Be searchable by a variety of different criteria such as but not limited to radio logs, call logs, time frame, type codes, etc.
14. Integrate/Archive current records from Archonix Records Management System as well as manually kept records.

D. OFFEROR RESPONSE TO SCOPE OF SERVICES:

The scope of services is to provide and implement a Computer Aided Dispatch (CAD), law enforcement records management system (RMS), and mobile client and field reporting solution for receiving calls for emergency services from the public and dispatching the appropriate law enforcement or emergency response. A number of requirements and desires are noted below. Offerors must fill out the matrices included in Attachments H, I, and J of this RFP using the numeric code ratings noted below. Provide comments as appropriate.

5	= Requirement is met in the existing product as a delivered feature
4	= Requirement is met via a minor vendor-supplied modification (specify cost, under \$1,000)

3	= Requirement is under development for a future release. Indicate when this feature will be available.
2	= Requirement is met using a third party tool, such as an API or a report writer. Specify the tool(s) required.
1	= Requirement is met via a major vendor-supplied customization (specify cost, over \$1,000)
0	= Requirement is not met by the solution

COMPUTER AIDED DISPATCH (CAD) REQUIREMENTS: Refer to Attachment H and complete the provided matrix for CAD requirements.

LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM (RMS) REQUIREMENTS: Refer to Attachment I and complete the provided matrix for Law Enforcement RMS requirements.

MOBILE CLIENT AND MOBILE FIELD REPORTING REQUIREMENTS: Refer to Attachment J and complete the provided matrix for Mobile Client and Mobile Field Reporting requirements.

E. TECHNOLOGY BACKGROUND AND REQUIREMENTS:

1. Security
 - a. The Contractor will not disclose any network or hardware information without the written consent of UMW.
 - b. Any approved data that is removed by the contractor (with prior written permission) remains property of UMW and will be properly destroyed in a manner that meets or exceeds the University standard, or shall be returned to UMW.
 - c. The Contractor shall contact the UMW Contract Administrator if Contractor has been breached within 24 hours of the occurrence.
 - d. Contractor shall follow and adhere to UMW Network and Computer Use Policy when connecting to any UMW system or network.
2. Remote Access: The Contractor shall comply with the University of Mary Washington Remote Access Standard and any amendments during the term of the contract.
 - a. If externally hosted; privacy and security safeguards that store data independently, secured by a firewall, accessed only by password and protected in transit by SSL encryption, vendor shall provide a completed UMW Interoperability Security Agreement (Attachment C) prior to award.
 - b. If externally hosted, the contractor shall provide an annual report providing UMW with documentation describing the current state of Contractor's security program and controls. Documentation could take the form of an SSAE16 report or similar security audit documentation acceptable to UMW.
 - c. If externally hosted, Contractor agrees to comply with all provisions of the then-current Commonwealth of Virginia Security Policy (SEC500-02) and Standards (SEC501-01), published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs> or a successor URL(s), as are pertinent to Contractor's operation.
3. Information:
 - a. Informational data shall not be removed or modified from computers or devices unless UMW has approved such removal in advance. This includes, but is not limited to, portable computer hard disks, portable memory devices (including USB drives), floppy disks, CD-ROMs, magnetic tape cartridges, and paper documents.
4. Authorized Tools and Programs:

- a. Except as authorized in writing by UMW Information Technology ISO, the Contractor shall not download, install or run security programs or utilities that reveal weaknesses in the security of a system. For example, Contractor shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, port scanners or any other non-approved programs while connected in any manner to the UMW network infrastructure.
5. Maintenance and Support: The Contractor shall describe their software solution technical support options, including options and costs for the following:
 - a. Cost for tiers of service
 - b. Application support shall be designed to achieve a 100% operational rate
 - c. Support for the CAD and mobile client systems (including all modules and extensions) shall be on a 24x7x365 basis.
 - d. Detail other support options, including information as to how these coverages will be provided; such as but not limited to;
 - i. Staff support (on-site, remote technical support)
 - ii. Help desk/hot-lines (business hours and off-hours, toll-free)
 - e. Guaranteed response time objectives (RTOs), along with the escalation process if RTOs are not met.
6. Implementation Services:
 - a. Product Configuration: The Contractor shall describe the process for configuring the software solution, including multiple user environments, internal and external interfaces, telecommunication links, and security.
 - b. Redundancy and Support: If the solution is locally hosted, the Contractor shall describe the physical and virtual platforms supported and redundancy requirements to achieve the necessary 24/7 uptime. UMW has standardized on the VMWare Virtual platform for servers.
 - c. Consulting Services: The Contractor shall describe consulting service offerings and shall include titles and hourly billing rates of typical positions that provide this support, including third party providers. The Contractor shall describe any data conversion services provided and cost of those services.
 - d. Training: The Contractor shall describe its training offerings for implementation and ongoing support of their software solution. The training program should include offerings for the following: 1) project implementation team (system architecture, interface configuration, data import/export, etc.); 2) application administrators (configure, monitor, and administer the system and reporting capabilities); and 3) end users.
 - e. Project Management Services:
 - i. The Contractor shall describe its project management services. These services should include: a timeline and schedule for implementation, resource management; project monitoring; configuration management; quality assurance; test planning; post-implementation support; and documentation.
 - ii. The Contractor shall provide a Project Manager for the project, who should be prepared to draft and submit project plans and project status reports, and attend regular status meetings.
 - iii. The contractor shall provide the following documentation to the University of Mary Washington, or their designee, for approval by the agency:
 - a) A weekly progress report outlining the following:
 - The specific tasks completed pursuant to the provisions of the contract and the completion dates of tasks.

- The projected completion dates for the remaining specific tasks required by the contract.

7. Operating Environment

- a. General Background: The University of Mary Washington operates on a Windows client based and Windows and Linux Server based environment running on Intel architecture. Software solutions run in a 64-bit architecture physical server or virtual (VmWare) environment. The University uses open architecture and Open Database Compliant (ODBC) compatibility. The University runs Oracle RDBMS and Microsoft SQL Server as its database. The University runs its Enterprise Network on a switched Ethernet environment.
- b. Hardware and Software: The Contractor shall describe the hardware and software platform and database required for the software solution, including support for high availability and site resiliency and any elevated user permissions required to run the software solution. The Contractor shall describe in detail bandwidth and transport requirements, any special firewall or NAT requirements, current level of IPv6 support or if not currently supported the timeline to implement IPv6.
- c. Multiple Environments: The Contractor shall describe its system architecture using written and graphic means, including if the software solution supports multiple environments, with the ability to run concurrently for development, testing, training, and production. The Contractor shall allow UMW to have multiple instances of the software solution installed without incurring additional costs (i.e. for development, testing, training, and production).
- d. Standards and Interfaces: The Contractor shall describe their method(s) for data and application integration and interfaces, such as support for web services and various XML protocols.

8. Advanced Technology

- a. Automated Vehicle Location (AVL): The Contractor shall detail how their software solution integrates with AVL technology, including installation, maintenance requirements (include specifically what vendor supports and does not support), program updates, account management, GPS signal capture/dissemination, historical log files, and integration to CAD, mobile, and GIS. In addition, information shall be provided on hardware and software requirements, including server and network (router), GPS receivers supported (identify recommended GPS device), antennae, and wireless connections. Additional costs associated with implementing AVL technology shall be provided.
- b. Geographic Information System (GIS)
 - i. General: *The University currently does not have the ability to support GIS, however, it does have intent to add the functionality at some point in the future.*
 - ii. Integration: The Contractor shall describe how their software solution integrates to GIS, including ESRI software version compatibility, data formats (including if data must be converted from the enterprise Sql database), issues that are anticipated based on the street centerline and address data models, ability to integrate Pictometry (oblique aerials), support for routing functions, and geocoding services used (and hierarchy of services). The Contractor shall describe how their software solution validates location records assigned in the CAD to authoritative street and address data in GIS. The Contractor shall describe support for service oriented architecture (web, map, and data).
- c. National Information Exchange Model (NIEM) based standards: The contractor shall describe how their software solutions conform to NIEM based standards such as

what is found in the LEITSC's guidelines for CAD to CAD and CAD to RMS interoperability which can be found at: <http://www.theiacp.org/technology/operationaltechnologies/CAD RMS/tabid/831/Default.aspx>.

9. Disaster Recovery: The Contractor should describe their experience with drafting and implementing disaster recovery plans and programs, including details on any disaster recovery solutions that are available from the Contractor.
10. Tablets, Smartphones, Browsers: The Contractor should describe if their software solution operates at any level on tablets or smart phones using the iOS, Android, or Windows operating system. If the software solution has a browser-based or app component the Contractor should describe what browsers are supported (IE, Safari, Firefox, Chrome).
11. Software and Hardware Acceptance:
 - a. General: All hardware and software shall be fully installed, configured, optimized, and tested prior to acceptance by the University. The Contractor shall describe their quality assurance procedures and user acceptance testing processes.
 - b. Acceptance Test Plan: The Contractor shall develop an Acceptance Test Plan in coordination with the University, which shall provide details for the acceptance testing process. The Acceptance Test Plan shall be approved by both the Contractor and the University. The Acceptance Test Plan shall address testing of all software, hardware, network, interfaces, and data conversion that the Contractor may provide or utilize as part of their solution. The Contractor shall describe their acceptance testing program, including forms, approvals, functionality testing, stress testing, disaster recovery, and response time elements for testing the performance of the product.
 - c. *If UMW hosted, the University will provide its own hardware in conjunction with recommendations from the awarded contractor and the University equipment standards.*
12. Software Upgrades and Patches:
 - a. General: The Contractor shall describe their post-implementation software support, including how upgrades and patches are installed (test, production, quality control) and a summary of what their software maintenance agreement covers (responders should not simply attach their software maintenance service contracts).
 - b. Any software product(s) provided under the contract shall be the latest version available to the general public. The University shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available.
 - c. Third Party Software Requirements: The Contractor shall fully document all third party software requirements, including those that must be pre-installed or are installed as part of the Contractor's software package. The Contractor shall describe how it coordinates with third party software providers to ensure that the third party software is kept current and that security related releases are current for all required third party software. If Java is required, the Contractor shall describe how their software remains compatible with the latest major release of Java and how minor Java upgrades are incorporated.
 - d. Product Roadmap: The Contractor shall describe the product roadmap for the next two (2) planned releases of the proposed software solution.
 - e. The Contractor shall provide information regarding frequency of all software upgrades and patches, including the amount of time required for such upgrades and patches for systems and University staff involvement. The University may prefer to install operating system patches with the Contractor's review on a quarterly basis

but would require contractor involvement or assistance with product and database updates and patches.

13. Documentation Requirements: The Contractor shall provide a list and description of all documentation provided as part of the implementation of their software solution, including overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. The description shall include the format of the documentation (website, hard copy, or electronic), the currency of the documentation, and any restrictions on the University's reproducing the documentation for its own use.

14. Source Code Escrow

- a. General: The Contractor shall furnish the University with Source Code for the Licensed Software. The Contractor shall describe its solution for meeting this requirement, but solutions may include depositing the software source code with a vendor approved by University of Mary Washington, naming the University as a beneficiary.
- b. Escrow Updates: The Contractor shall provide details on the format of the source code, if instructions for use are provided for the source code, and currency of the source code.
- c. Release of Source Code to UMW: The Source Code deposited in escrow pursuant to this Contract shall be released to UMW only upon the occurrence of any of the following events:
 - i. If the Contractor dissolves or otherwise goes out of business;
 - ii. If the Contractor makes a general assignment for the benefit of creditors or voluntarily or involuntarily becomes bankrupt and does not cure such bankruptcy within ninety (90) calendar days; or
 - iii. If the Contractor decides to discontinue maintenance and/or support services for its latest version of the Licensed Software.

15. Reporting and Auditing

- a. Auditing: The Contractor shall describe its auditing capabilities, including details on tracking attempts to login, access, create, delete, or change accounts, permissions, or audit logs. Details on what information is captured and stored in audit files and how long that information is retained shall be provided.
- b. Reporting: The Contractor shall describe how auditing information is retrieved by authorized users, including formats, timing, and any automated reporting capabilities within the software solution.
- c. Reporting and Auditing principles must comply with University Police Department and Virginia State Police (VSP) standards.

F. CONTRACTOR OBLIGATIONS:

1. Training: Contractor shall provide comprehensive training of users and administration in the correct use of the systems and pricing shall include the cost of all travel and per diem (per Commonwealth of Virginia travel rates/per diem), and shall be scheduled as necessary and convenient for University of Mary Washington Police Employees and Police Communications Staff. Contractor shall work with staff to determine data standards for inputted information.
2. The names and contact information for dedicated critical support staff shall be provided to the University within one week of award.
3. A project kick-off meeting shall be scheduled with the awarded contractor and necessary University staff who will be involved in the installation project, including IT staff, within two weeks of award and contract execution.

4. The Evidence Bar-coding System shall fully integrate with RMS and consist of a label printer, barcode scanner, application software and labels
5. Initial 12 month support and maintenance shall be included with the purchase of the software products. This package must include software maintenance, enhancements and updates, system administration and user manual documentation updates for the life of the contract.
6. Technical Support services shall cover 24/7/365 days per year.
7. The Project Pricing Form shall be completed with all costs for maintenance, upgrades and support of systems for the life of the contract.
8. New software versions, updates and releases for all modules shall be provided at no additional charge to the University.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS FOR PROPOSAL PREPARATION:

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

5. Proposals should be as thorough and detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following information/items as part of a complete proposal:
 - a. The RFP Cover sheet, and any addenda, must be completed and signed by an authorized representative (able to be contractually obligated) of the offering vendor and returned with the RFP package.
 - b. A brief background statement describing the company should be enclosed.
 - c. Specific Format: Proposals, in accordance with the university's sustainability initiatives, must be prepared simply, economically, and with the ability to be recycled. A simple staple, a binder clip, or if necessary, a re-usable 3-ring binder are all university-preferred methods to hold dual-side printed proposal documents. Only send the quantity of copies requested in the RFP. It is preferable that semi-permanent bindings made of non-recyclable materials (i.e. plastic combs, spiral wire) are not used to bind documents. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. Emphasis should be on completeness and clarity of content; providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP.
6. Include any other information which the vendor feels the university should consider in evaluating its proposal.
7. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the university. This will provide an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. Oral presentations are an option of the university and may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC SUBMISSION REQUIREMENTS FOR THE RFP PACKAGE: The Offeror should provide the following information tabbed as follows:

1. Completed and Signed RFP cover page.
2. Any and all RFP Addenda, acknowledged by signature.
3. *All required Attachments*, completed (leaving no blanks), and signed if required.
4. General statement regarding Offeror's operational expertise, describing the firm's capability to provide successful services if awarded that include but are not limited to the following:
 - a. Provide a brief description and history of the firm including whether it is a corporation, partnership, or sole proprietorship. Describe the Offeror's background and the nature and scope of its operation.
 - b. Provide general information regarding the individuals who will be assigned to provide the required service to the University. Include a description of their experience in providing similar services for institutions of higher education, state agencies or other governmental entities.
 - c. References and Client History: The Offeror must provide a list of current higher education, state agencies or other governmental client accounts to include contact name, phone number and email, length of service of the account, and sales volumes. Additionally, the Offeror must also provide a list of lost accounts during the previous three years; to include contact name, phone number and email, length of service, and reasons for the loss of the account.
5. Quality of Proposal: Describe the firm's specific plan to meet the requirements in the scope of work. The Plan must include the following:

- a. Provide a detailed description of the firm's specific plans for providing the required services outlined in the Scope of Work and Requirements Attachments.
 - b. Any other products or services that the firm is capable of offering in addition to the required services that would add value to the contract.
6. Project Pricing Form:
 - a. Provide a detailed response (using Attachment F) addressing the specific needs of the UMW Police Department for each area per the Scope of Services, as well as any additional costs not addressed, in order to be inclusive of all contract costs.
7. Provide all required documentation as part of the Proposal Package to include:
 - a. Necessary hardware and software required to operate the system in the existing environment
 - b. Data back-up and recovery plan
 - c. COOP plan
 - d. Reporting capabilities for each module, and a sample of all reports available
 - e. Demonstration of how product will meet or exceed desired capabilities described within the scope of services (ref. Attachments H-J)
 - f. User Manual/System(s) documentation in written and digital formats.
8. Provide any additional information that should be considered in evaluating the firm's proposal.
 - a. Design, capability, and functionality of the proposed application software.
 - b. The level of integration between modules.
 - c. The Offeror's ability to interface with any existing or external systems.
 - d. The Offeror's current technological position and future direction.
 - e. References from customers of a similar size and scope to UMW that have installed the proposed solution(s). Higher Education clients are preferred.
 - f. A statement of the offering company's financial stability, capacity and resources.
 - g. Describe installed base of customers in the U.S.
 - h. Describe professional staffing available for development, training, implementation, and support services.
 - i. Specific plans for providing the proposed services

VI. TIME LINES AND KEY DATES:

- A.** Mandatory Pre-Proposal Conference: **February 17, 2014; 2:00 PM, Eagle Village Conf. Room**
- B.** Questions from Offerors accepted only through **February 21, 2014; 2:00 PM**
- C.** Proposals are Due: **February 27, 2014; 3:00 PM**
- D.** Initial Evaluations complete & Score Sheets due: March 13, 2014
- E.** Proposal Clarification questions to Procurement Services: March 18, 2014
- F.** Tentative Proposal Clarifications complete and/or presentations (save the date): **March 24-27, 2014**
- G.** Tentative Negotiations to be complete: April 9, 2014
- H.** Award consensus recommendation: April 11, 2014
- I.** Tentative Intent to Award: April 14, 2014
- J.** Tentative Commencement of Contract (signed): April 15-23, 2014
- K.** Tentative Post-Award Conference: week of April 28, 2014
- L.** Installation, testing, fully operational by May 19, 2014
- M.** System "Go Live" Date: June 1, 2014
- N.** Acceptance by University: per terms, reference Section IV.E.11.

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

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

Criteria	Point Value
Solution Functionality (meets functional requirements in Statement of Work/Scope of Services section)	30
Experience in providing the described services to similar agencies/institutions, particularly in higher education, Offeror's Financial Stability	20
Project Implementation Methodology	15
Total Cost of Ownership, including maintenance, upgrades, options and continuing support.	15
Small Business Subcontracting Plan	20
Total	100

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

VIII. CONTRACT ADMINISTRATION:

- A.** The University's Police Lieutenant, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Purchasing Department.
- B.** The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services.
- C.** 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.
- D.** Any modifications made to the contract must be authorized by the University Purchasing Department through a written two-party modification to the contract.

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

X. SPECIAL TERMS AND CONDITIONS:

- A. ACCEPTANCE:** The University's definition of acceptance shall be construed as completed installation, testing, training and 30 days of "Live" usage by the UMW Police Department, Dispatch and Safety offices and support staff. Please reference Section IV.E.11 for further criteria defining University Acceptance.
- B. ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).
In every contract over \$10,000 the provisions in 1. and 2. below apply:
1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. 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 (an agency of the Commonwealth of Virginia), its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor.

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

however, the participating entity and the contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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

- E. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which hereafter become available for the purpose of this agreement.
- F. **AWARD:** 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 which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- G. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- H. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the contract officer whose name appears on the face of the solicitation no later than five (5) days prior to the due date for receipt of proposals. Any revisions to the solicitation and any answers to questions posed by offerors will be made only by written addendum issued by the contract officer and posted on eVA (VBO).
- I. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients 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 University 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.

- J. CONTINUITY OF SERVICES:** 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: To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; 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 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.

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. 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.

- K. DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing any materials or equipment 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.

- L. DELIVERY NOTIFICATION:** The Agency shall be notified 48 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to:

NAME: Michael Hall

Phone: 540/654-1635

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

- N. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one or more purchase orders with the eVA transaction fee specified below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.

d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- O. EXTRA CHARGES PROHIBITED:** Submitted pricing for products and services shall be complete; and must include but not be limited to the following: applicable freight, installation, credit card use fees, and any other charges; all shall be identified by line item. Any other charges invoked by the contractor shall not be honored or paid. These charges, for example, shall include but not be limited to, any associated eVA fees. The Commonwealth 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 credit card for invoices \$50,000.00 or less.
- P. FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners' representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- Q. IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package). The envelope or package should be addressed as directed on Page 1 of the solicitation. If a proposal is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing 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

- R. INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- S. INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- T. LATE PROPOSALS:** To be considered for selection, proposals must be received in the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal service, private couriers, or the intradepartmental University mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.
- U. MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment or type of software, an operations and maintenance manual or other documentation (including electronic version) with wiring diagrams, parts list, and a copy of all warranties as applicable.
- V. MANDATORY PREPROPOSAL CONFERENCE:** A mandatory pre-proposal conference will be held on February 17, 2014, 2:00 PM, located at Eagle Village Executive Offices, 1125 Jefferson Davis Hwy., 4th Floor, Suite 480, Conference Room, Fredericksburg, Virginia 22401. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any

facet of this solicitation. Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors that are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 2:10 PM. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Any statement made in the conference is considered unofficial unless addressed in the written and posted solicitation addendum.

- W. PROTECTION OF PERSONS AND PROPERTY:** The Contractor undertakes to take every precaution at all times for the protection of persons and property, including the Commonwealth's employees, students and property and its own. Any damage, including damages to finished surfaces, resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- X. OFFEROR'S REPRESENTATION:** 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.
- Y. 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.
- Z. PRODUCT INFORMATION:** The bidder/offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
- AA. PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- BB. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for five (5) successive one year periods (or as negotiated) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth 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 all services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the all services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- CC. ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:**
1. By submitting their proposal, Offerors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.
 2. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.

3. In the event of any third party shall claim that the manufacture, use and sales of these goods or services offered hereby constitutes an infringement of any copyright, trademark or patent, the Contractor shall indemnify and hold harmless the University from any cost, expense, damage, or loss incurred in any manner by the University on account of such alleged infringement.
- DD. SEVERABILITY:** Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.
- EE. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- FF. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-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 DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE 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 agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

GG. STANDARDS OF CONDUCT IN THE WORKPLACE:

The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace*, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party* who either complains about harassment or who participates in any investigation concerning harassment.

The Commonwealth expressly prohibits workplace violence*. Prohibited conduct includes but is not limited to:

injuring another person physically;
engaging in behavior that creates a reasonable fear of injury to another person;
engaging in behavior that subjects another individual to extreme emotional distress;
possessing, brandishing, or using a weapon that is not required by the individual's position while on state premises or engaged in state business;
intentionally damaging property;
threatening to injure an individual or to damage property;
committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and
retaliating against any employee who, in good faith, reports a violation of this policy

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

***Definitions**

Workplace: Any location, either permanent or temporary, where an employee or third party performs any work-related duty. This includes, but is not limited to, the buildings and the surrounding perimeters, including the parking lots, field locations, alternate work locations, and travel to and from work assignments.

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

Customers, including applicants for state employment or services

Vendors

Contractors

Volunteers

Relatives

Unknown parties

Workplace Violence: Any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees or third parties. It includes, but is not limited to, beating, stabbing, suicide, shooting, rape, attempted suicide, psychological trauma such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as stalking, shouting or swearing.

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

HH. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

For assistance in complying with the above requirement please read the following:

The link below takes you to the SCC document which provides information for foreign firms pertaining to exclusions to the requirement to register with the SCC. Note that a foreign firm is defined as *"organized or existing under the laws of a state or jurisdiction other than Virginia"*.

<http://www.scc.virginia.gov/clk/befaq/forinva.aspx#a1>

II. TESTING AND INSPECTION: The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.

JJ. VIABILITY OF CONTRACTOR: Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

KK. WORK SITE USE: The Contractor expressly undertakes, either directly or through its Subcontractor(s):
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 the 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 his operations, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.
- LL. 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.

XI. IT SPECIAL TERMS AND CONDITIONS:

- A. SOFTWARE LICENSE:** Software purchased by the University as part of a resulting contract awarded from this solicitation shall be a fully paid, perpetual, worldwide, non-exclusive, transferrable, irrevocable object code license to use, copy, modify, transmit the software and documentation including any subsequent revisions in accordance with the terms and conditions set forth herein and subject only to the limitations and or restrictions explicitly set forth in this contract. The University may transfer its license to another Commonwealth agency due to legislative action or if such transfer is in the best interest of the University. Agents of the University or third party suppliers shall only have access in order to conduct business authorized by and for the University.
- B. ESCROW (SOURCE CODE):** Please reference Section IV.E.14.
- C. WARRANTIES (SPECIFIC TO)**
1. **Privacy & Security:** Contractor warrants that it and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the application, licensed services, supplier product, and any related deliverables do not include any degradation, known security vulnerabilities, or breach of privacy or security. Contractor agrees to notify the University of any such occurrence as soon as possible after discovery and provide the University with fixes or upgrades for security vulnerabilities within 90 days of discovery.
 2. **Operating System and Software Supportability:** Contractor warrants that is and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the application, licensed services, supplier product and any deliverables do not have dependencies on other operating systems or software that are no longer supported by the Contractor or its subcontractors, partners and third-party providers.
 3. **Access to Product or Passwords:** The Contractor warrants that the application and licensed services do not contain disabling code or any program device or other undisclosed feature, including but not limited to, viruses, worms, Trojan horses, or other code which is designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the application, licensed services or the hardware or software of any application users. In addition, the Contractor warrants application users will be provided commercially reasonable uninterrupted access to the application. Contractor also warrants that it will not cancel or otherwise terminate access to the application by disabling passwords, keys or tokens that enable continuous use of the application by application users during the term of the contract. Contractor further warrants that the application and licensed services are compatible with and will operate successfully on the equipment provided/selected/identified.
 4. **Failure to Meet Service Level Commitments:** In the event that such Application fails to meet the Service Levels specified herein, Contractor will: (i) repair the Application, at Contractor's expense, so that it conforms to this Contract and such specifications; or (iii) refund to UMW all fees paid for the Application and the Licensed Services after the failure of the Application to meet the Service Levels. In the event Contractor fails to comply with these remedies, UMW may exercise all available rights and remedies under law and equity.
 5. **Contractor's failure to make the Licensed Services Available to UMW and its Application Users at least 99% of the time in any given month during the term of UMW's order, excluding scheduled**

maintenance, shall be deemed a service level default ("Service Level Default") and UMW may obtain the non-exclusive remedies set forth below. For purposes of this Contract, "Available" means that UMW and its Application Users are able to access all features and functions of the Application and Licensed Services required by UMW, including but not limited to the Application and Contractor Product.

Service Level (Monthly)	Service Level Credit (Prorated Fees – Monthly)
Above 99%	0
98.99 – 97%	10%
96.99 – 95%	25%
94.99 – 93%	50%
Below 93%	100% and, UMW's sole discretion, termination of UMW's order

6. In the event UMW is eligible for a 100% Service Level Credit under this Section during any given month of the term of UMW's order, UMW may terminate such order without penalty upon written notice to Supplier and, in addition to the remedies available under this Section, receive any additional remedies set forth in the Contract.
7. Credits shall be applied against the next invoice. In the event a Service Level Default occurs after UMW has given notice of termination pursuant to the Term and Termination section of this Contract or due to non-appropriation of funds, or UMW has made final payment to Supplier for the Application and Licensed Services and no further invoices shall issue as a result, Contractor shall refund to UMW the amount of the appropriate Service Level Credit due for the period of default.

D. 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:

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. 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;
3. Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

E. OPEN SOURCE CODE: Supplier will notify UMW if the Application contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

F. OWNERSHIP OF DATA and INTELLECTUAL PROPERTY: (If externally hosted) The University shall retain sole ownership and rights to all University data stored on Offeror's system. All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the University. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the University to evidence the University's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

XII. PROJECT PRICING: The Contractor agrees to provide the services herein described in compliance with the scope of work and all terms and conditions of this Request for Proposals at the costs submitted in Attachment F, Project Pricing Form.

It is important that the Project Pricing Form states clearly and concisely all costs and charges and their descriptions. Cost Category Headings are supplied - detailed entries are expected to be listed, described with associated cost under the headings. A separate attachment for further explanation is acceptable, as long as it corresponds to the items in the Project Pricing Form.

The University wants to understand all costs. If the vendor knows costs or expenses that would be the responsibility of UMW other than what is listed below, it is imperative that the vendor identify and include those costs in the proposal submission. The University will not be responsible to the vendor for unstated costs.

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

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 credit 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, please view <http://www.bankofamerica.com/epayablesvendors> or contact UMW's Accounts Payables department at payables@umw.edu.

C. Payment (by check or ACH) will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984

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

University of Mary Washington
Attn.: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401.

XIV. ATTACHMENTS:

Attachment A: SCC Form

Attachment B: Small Business Subcontracting Plan

Attachment C: Interoperability Services Agreement (ISA)

Attachment D: SWaM Initiative Letter

Attachment E: SWaM Subcontracting Reporting Instructions

Attachment F: Project Pricing Form

Attachment G: Computer Aided Dispatch (CAD) Requirements

Attachment H: Law Enforcement Records Management System (RMS) Requirements

Attachment I: Mobile Client and Mobile Field Reporting Requirements

Attachment J: Standard UMW Contract Template

State Corporation Commission Form

STATE CORPORATION COMMISSION FORM: Required of all bidders pursuant to Title 13.1 or Title 50 (See Appendix B, Section II, 64.). Include SCC Form, Annex 6-J, in Invitation for Bids.

Virginia State Corporation Commission (SCC) registration information. The bidder:

☐ is a corporation or other business entity with the following SCC identification number:

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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

OR-

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

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

Small Business Subcontracting Plan – ATTACHMENT B
MUST be completed and returned with Proposal Package

DEFINITIONS:

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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 citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals 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 and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not a DMBE-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 DMBE-certified small business in Section B.

Section A

If your vendor is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business _____ Small and Minority-owned Business _____ Small and Women-owned Business

Certification# _____ Date: _____

Section B

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

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

University of Mary Washington
Attachment C
Interoperability Security Agreement (ISA)
Memorandum of Understanding

TO BE COMPLETED AT TIME OF AWARD
DO NOT SUBMIT WITH BID

Date: **DATE**

This Memorandum of Understanding comprises an Interoperability Security Agreement (ISA) between the System Owners of the __[Contractor System Name]__ “owned” by __[Contractor Company Name]__ and the __data__ “owned” by the **University of Mary Washington**. The interoperability between __[Contractor Company Name]__ and the **University of Mary Washington** provides __[short description of service]__. The table below outlines the nature of the sensitive data shared between the systems:

Type of Data	Sensitivity Ratings			Data Flow To/from/both
	Confidentiality	Integrity	Availability	

The Contractor System Owner of the IT system above agrees to the following:

- Annually provide UMW, at their request, with documentation describing the current state of __[Contractor Company's]__ security program and controls. Documentation could take the form of a SAS70 report or similar security audit documentation.
- To inform UMW, in a timely and deliberate manner, of any security breaches that affect UMW data.

This ISA shall remain in force until Contract Termination unless jointly re-accomplished by the ISOs.

Contractor Contacts:

Printed Name and Signature

Date

Email

Phone