

University of Mary Washington

Request for Proposal

RFP 23-1521

Temporary Staffing Services

March 28, 2023



<https://vascupp.org/>

A VASCUPP™ Member Institution
Issued by Procurement Services
Fredericksburg, Virginia

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: March 28, 2023

RFP NUMBER & TITLE: RFP 23-1521; Temporary Staffing Services

PROPOSAL DUE DATE & TIME: April 25, 2023 by 2:00 PM
NOTE: Proposals received after the due date and time cannot be accepted.

PROPOSAL DELIVERY ADDRESS: University of Mary Washington
Procurement Services / Reference RFP 23-1521
Eagle Village Executive Offices, Suite 480
1125 Emancipation (formerly Jefferson Davis) Highway
Fredericksburg, VA 22401

WORK LOCATION: ☒ All Campuses ☐ Fredericksburg ☐ Stafford ☐ Dahlgren

COMMODITY CODE(S): 91865, 91885, 96130, 96269

PRE-PROPOSAL CONFERENCE: ☐ Optional ☐ Mandatory ☒ N/A

CONTRACT OFFICER: Lindsay Fare **PHONE:** 540-654-1057 **EMAIL:** lfare@umw.edu

PERIOD OF CONTRACT: Date of award through one year with five (5) additional one-year renewal options or as negotiated.

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

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: _____

Address of Offering Firm: _____

[DSBSD](#) Certification No.: _____ Expiration Date: _____

eVA ID: _____ Tax ID: _____

Email: _____ Telephone: _____

Website: _____ Fax: _____

Submitted By (Print Name & Title): _____

Signature (In Ink): _____ Date: _____

SEALED REQUEST FOR PROPOSALS (RFP)

- I. QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after **2:00 PM on April 11, 2023**.
- II. PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein may be submitted electronically via eVA OR physically delivered to the Procurement Officer.
- A. Electronic Online Response via eVA:**
1. The Offeror may submit their proposal via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).
**If you run into issues submitting your proposal electronically through eVA, please contact eVA Customer Care at 1-866-289-7367.*
- B. Physically delivered to the Procurement Officer:**
1. Sealed Proposals must reach the Proposal Delivery Address shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. It is the responsibility of the offeror to ensure that the proposal is received on time.
 2. The Offeror shall contact the Contract Officer listed on Page 1 to schedule a date/time to hand-deliver the proposal if they intend to submit a response to this proposal.
 3. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP. RFP 23-1521 should be referenced on the front of the package. One electronic copy of the proposal shall also be provided on a USB flash drive.
 4. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
 5. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.
- C. Eligibility of Award:** To be eligible for contract award an Offeror must be self-registered in the Commonwealth of Virginia e-procurement system (eVA). If you are not registered, the link to the registration is provided as follows: <https://eva.virginia.gov/register-now.html>
- D.** The issuance of this solicitation does not guarantee an award of a contract.
- III. ADDENDA:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.
- IV. INCLEMENT WEATHER/SUSPENDED SCHEDULE:** Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or 540-654-2424.
- V. PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts.php> will be used to house relevant procurement documents, including winning offeror's proposal.

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Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a multi-year contract through competitive negotiations with two or more qualified contractors to provide temporary personnel on an as-needed basis as outlined herein to the University of Mary Washington ('UMW' or 'the University'), an agency of the Commonwealth of Virginia. It is intended for the resulting contract to include cooperative language for the benefit of all public bodies and other entities referenced herein.

II. ORGANIZATION OVERVIEW:

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

III. BACKGROUND:

Since 2015, the University has contracted the services of three firms as a result of the prior solicitation. Information regarding the current contracts can be found here: [Cobblestone Public Contract Portal – UCPUMW 15-374](#).

It is the goal of the University to have a sufficient number of temporary staffing agencies with qualified candidates to accommodate our specific and varying needs for services on an as-needed basis. Since 2015, the University has spent approximately \$290,000.00 toward this contract. The University will not guarantee any particular usage amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.

The current contract includes but is not limited to the following locations other than the Fredericksburg Campus: the Stafford Campus, the Dahlgren Campus, Belmont: Gari Melchers Home and Studio, and the James Monroe Museum and Memorial Library. Other locations may be added during the term of this contract. This contract is requirements-based for the services specified in the Statement of Needs. The quantities of service to be ordered under this contract are unknown and no minimums or maximums of services to be ordered will be set forth in the contracts resulting from this Request for Proposal. Other service locations may be added during the initial term or subsequent renewals of the resulting contract.

The University of Mary Washington is located on College Avenue and the James Monroe Museum is located on Charles Street within the city of Fredericksburg. These locations are situated on a (Fredericksburg Regional Transit) FRED public transportation route. The Stafford Campus is located on Route 17 in Stafford, Virginia, Belmont, Gari Melchers Home and Studio, is located on Washington Street, Fredericksburg, VA and none are situated on a public transportation route. The Dahlgren Campus, located in King George, is not located on a public transportation route. All temporary employees shall be expected to furnish their own transportation to the assigned work site. Information regarding FRED Bus routes can be found here: <https://www.fredericksburgva.gov/1683/Routes>.

IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

- A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at

<https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.

- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from UMW. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.
- C. UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

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

It is the policy of the Commonwealth of Virginia to contribute to establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Proposal Requirements - The University reserves the right to:
 - accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
 - waive minor informalities,
 - issue a lowered evaluation of the proposal for failure to submit all information requested,
 - negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

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

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

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

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and

- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content, but blacks out any protected information not appropriate for public release. ***If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.***

The designating of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as redacted, the proposal will be rejected.

3. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. *Oral presentations are an option of the university and may not be conducted. Therefore, proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise that proposal after submission.*
 4. Number of Proposals Required:
 - a. If submitting an electronic response via eVA: One (1) original electronic version of the proposal is required and one (1) separate electronic version clearly marked redacted copy must be submitted if required by vendor.
 - b. If delivering in person: One (1) printed original and one (1) electronic media version (Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (Flash Drive) clearly marked redacted copy must be submitted if required by the vendor.
 5. Proposal Formatting and Content: Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be:
 - Prepared simply and economically, with the ability to be recycled
 - Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
 - Dual-side printed where practical
 - Bound in a single volume where practical
 - Straightforward and concise
 6. Limited Contact: To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.
- B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items within the proposal:
1. Complete and return SIGNED RFP cover page and any addenda. Proposals shall be signed by an authorized representative of the Offeror.

2. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
3. Submit a complete response to the RFP, in detail, to include the following:
 - a. Please identify the amount of sales your company has had (if any) during the last twelve months with each public Higher Education Institution within the Commonwealth of Virginia
 - b. Provide data from the last three (3) years to demonstrate experience in providing the types of staffing necessary to the University.
 - c. Provide typical current procedure for requesting and filling staffing requirements for clients.
 - d. Provide website URL and any other relevant information for software used to request and fill position requirements for clients and/or for timekeeping of temporary personnel.
 - e. Provide sample background check reports (client names or other sensitive data should be redacted for privacy).
 - f. Provide information regarding any other staffing-related services provided by the firm.
4. Complete and return Attachment A: Pricing. Provide regular hourly rates/overtime hourly rates for each position title. Please use additional pages to disclose rates for positions not listed on the attachment.
5. Complete and return Attachment B: References. Provide client references, current and former (please include status of each) for the last three (3) years, preferably in Higher Education.
6. Complete and return Attachment C: Small Business Subcontracting Plan (if applicable)
7. Complete and return Attachment D: SWaM Subcontracting Spend Reporting (if applicable)
8. Complete and return Attachment E: Proposal Submission Checklist
9. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
10. Any other information the Offeror believes will help the University evaluate its proposal.

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

VII. STATEMENT OF NEEDS:

- A. The Contractor shall furnish temporary personnel as required for the job classifications below (under "Temporary Positions")
- B. The Contractor must demonstrate that they have successfully placed employees in all of the job classifications below, or an acceptable alternate, if position descriptions differ from that which is provided below.
- C. Addition of positions: positions, other than those listed below, may be added at any time during the term of the contract, via written contract modification, issued by the procurement department and approved/signed by both parties. All contractors will be given opportunity to provide pricing for all additional positions incorporated into the contract during the life of the contract.
- D. Other service locations may be added at any time during the life of the contract. Additional locations will be added via written contract modification, issued by the procurement department and approved/signed by both parties.
- E. Temporary Positions, identified:
 1. Executive Assistant: Provide high level clerical support to the assigned area within the University.
 - a. Responsibilities: will include, but may not be limited to reception, mail distribution, records management, preparing various correspondence, appointment scheduling, purchasing, event and travel coordination, etc. May be required, as necessitated by the particular position requirements, to participate in training to use various university systems.

- b. Position Qualifications/KSAs: High School graduate or Equivalent, some higher education or Bachelor's degree preferred. Education and/or experience in secretarial, administrative or business-related field. Excellent interpersonal skills and the ability to work effectively with a wide variety of interruptions and external constituencies. Ability to demonstrate a positive and welcoming office environment at all times. Ability to work independently and make decisions necessary to keep the office running efficiently. Ability and willingness to initiate and complete necessary functions without close supervision. Ability to manage multiple and varied projects in unison. Ability to work collaboratively and communicate regularly and effectively, exercising tact, discretion, and diplomacy in dealing with a large number of diverse people from outside the office as well as the campus community. Ability to interpret policies and procedures. PC skills such as Microsoft Office with a high proficiency (Word, Excel, and PowerPoint.) Must have excellent grammar and proofreading skills, typing/data entry and other clerical skills. Must be highly organized in approach to tasks with attention to detail. Preference may be given to those applicants with government or higher education employment experience.

2. Office Associate or Office Manager with Personal Computer skills:

- a. Responsibilities: Performs general office duties for one or more individuals. Processes letters, forms, reports, and serves as office receptionist. This position may require purchasing services for the department it supports. Operates various office equipment including Personal computers, printers and associated software, preferably Microsoft Office, and performs related work as required. Data entry up to 45 words per minute. May be required, as necessitated by the particular position requirements, to participate in training to use various university systems.
- b. Position Qualifications/KSAs: Graduation from high school and two years office-related experience, including extensive experience with Microsoft Office software or close alternate. Preference may be given to those applicants with government employment or higher education experience. Equivalent combination of training and experience will be acceptable.

3. Accountant/Sr. Accountant: Provides high level accounting support to assigned department.

- a. Responsibilities: Candidate may be required in Payroll, Accounts Payable, Accounts Receivable, Student Accounts, or other Finance office within the University community. Includes preparation of journal entries; prepares and documents complex financial reconciliations and schedules; researches reconciling items and prepares correcting entries.
- b. Position Qualifications/KSAs: Bachelor's degree in Accounting or related field or equivalent experience; education and/or experience in a high volume deadline-driven Finance office; ability to work independently, research, and recommend solutions to reconciliations; considerable knowledge of Generally Accepted Accounting Principles (GAAP), regulatory compliance and general financial management; ability to analyze and prepare financial transactions, complex reconciliations and reports; ability to analyze and prepare financial reports and statements; demonstrated ability to train and direct support staff of accountants and fiscal technicians; excellent computer skills, including those of computerized accounting systems, spreadsheets including pivot tables and system interfaces; must be highly organized in approach to tasks Preference may be given to those applicants with government

or higher education employment experience.

4. Housekeeping Worker: Provides general housekeeping duties.
 - a. Responsibilities: Duties to include, but not limited to cleaning and sanitizing, floor maintenance, trash removal, and the ability to perform a variety of other cleaning tasks, involved with maintaining educational classrooms, administrative offices, and residential facilities. Position may be required to participate in training in the use and safe handling of hazardous chemicals and substances.
 - b. Position Qualifications: Preferred experience in residential and/or commercial cleaning, including the safe handling of hazardous chemicals and substances. Must have ability to climb stairs; stand, and work for extended periods of time. Must have ability to lift up to 50 pounds independently or up to 100 pounds with assistance. Must be 18 years of age or older. Must have ability to follow both written and oral instructions.
5. Grounds Worker: Performs a wide variety of general grounds maintenance duties.
 - a. Responsibilities: Duties to include but are not limited to; operating dump trucks, tractors and other vehicular and grounds maintenance equipment as assigned, cleaning of curbs, drains, roadways and parking lots, installation of signs and other hardscape items, leaf removal, weeding, trash and recycling pick-up from grounds and buildings, power washing, assisting and performing plant maintenance of perennial and annual plant material following accepted horticultural practices (including but not limited to weeding, planting, pruning, fertilizing and watering); use of ladder or lift to prune trees and shrubs from other than ground level, using power tools, hand pruning tools; maintaining turf (including but not limited to mowing, trimming, edging, aeration and seeding) using a variety of maintenance equipment; maintaining equipment including but not limited to mowers and other power groundsequipment.
 - b. Position Qualifications: Must have one-year general grounds experience including experience using necessary equipment such as mowers, trimmers, hand tools and other basic grounds equipment. Must be 18 years of age or older. Must be able to lift 50 pounds independently or up to 100 pounds with assistance, and work in climatic extremes. Must have Virginia Driver's license with an acceptable driving record. Must have ability to follow oral and written instructions. Preference given to high school graduates and those with commercial/professional grounds-keeping experience.
6. General Laborers: Provides general support and assistance to trades workers, grounds workers and other University support and maintenance staff.
 - a. Responsibilities: May involve but is not limited to gathering materials and equipment; moving large bulky heavy objects including residential, office and/or classroom furnishings and equipment; set up of chairs, tables, or staging for special events; grounds-work to include digging, shoveling, snow removal, raking, locksmith duties, etc.
 - b. Position Qualifications: Previous experience in one or more construction trades; previous experience in moving residential and/or commercial furniture. Knowledge and skill in use of basic hand tools. Must have the ability to lift up to 50 pounds independently and up to 100 pounds with assistance. Must be 18 years of age or older. Must have the ability to follow

written and oral directions and instructions.

7. Office Associate with IT and A/V skills:

- a. Responsibilities: Candidate shall be responsible for performing general office duties for one or more individuals; which may include but is not limited to processing letters, reports, and acting as a receptionist. Candidate shall be responsible for IT and AV set- up and problem-solving. Candidate must be capable of distributing and collecting exams, homework and other required paperwork and insure prompt return of students' completed papers to the appropriate school or University along with proctoring exams, while keeping all documentation secure. Candidate must have the ability to assist in development of a schedule for classroom usage to include but not be limited to use of automated scheduling software and the quick facilitation of scheduling classrooms per students' requests.
- b. Position Qualifications: Candidate shall possess a HS diploma or equivalent and should have at least 2-years of office-related experience, including extensive experience with MS Office or alternate applications. A combination of training and experience will be considered. Candidate must be capable of performing general office duties using Microsoft office applications, preferably, or an acceptable alternate, and using equipment such as PCs, printers, peripherals and associated software. Should be able to perform data entry at 45 WPM minimum. Sufficient Technical knowledge and ability to establish and/or reconnect IP, satellite video teleconferences, solve technical/equipment problems independently or with telephone support, communicate and document technical/equipment problems in an understandable manner so that the problem can be addressed by other technical support personnel as necessary. Candidate must have customer service skills when interacting with students (e.g. directing students to classrooms, answering questions regarding the facility and associated equipment, providing administrative support related to day-to- day requirements of classes, etc.)

8. IT and A/V Technician: Position serves as initial technical support for classroom technology.

- a. Responsibilities: Candidate shall be responsible for establishing and troubleshooting IP, ISDN, and satellite video teleconferences and provides end-user support, as well as performing regularly scheduled maintenance on Video Tele-communication (VTC) equipment. Candidate shall be able to work with academic and business clients, as well as event and other university staff to determine VTC requirements and ensure that teleconferences are conducted without interruption and all equipment is working properly. Candidate shall be responsible for ability to use, maintain, troubleshoot/repair or escalate issues that are unable to be immediately resolved with the following list including but not limited to Crestron Room Controls, A/V mixers and processors, microphones, projectors, monitors, and other A/V equipment. Candidate shall also serve as onsite technical help desk for IT equipment including but not limited to classroom PCs, laptops, UPS devices, connection cables, VoIP phones, printers and network jacks; and shall have the ability to maintain, troubleshoot, repair or escalate issues concerning these devices and peripherals that are unable to be immediately resolved.
- b. Position Qualifications: Candidate shall possess a HS diploma or equivalent, with preference for a bachelor's degree or some higher education. The Candidate shall possess extensive

experience with IT and Audio/Visual (A/V) equipment and software in a professional services environment, as well as considerable VTC experience with preference being given to candidates who have experience with Crestron Room Control Systems. The Candidate must have some general knowledge of office equipment and commercial telephone systems. The Candidate must have a proficiency in the use and support of Microsoft Office Suite software (Word, Excel, PowerPoint and Outlook, particularly) and the internet in a business environment. The Candidate must have demonstrated abilities in oral and written communications, the ability to work independently and alternately, cooperatively, as a team, as well as demonstrate initiative, and be able to multi-task effectively and adjust priorities while maintaining a courteous and professional demeanor. The Candidate should have experience working in higher education or military environments, providing services to a unique campus community that may include but is not limited to students, faculty, staff, military personnel, political officials, government contractors and the general public. A combination of training and experience will be considered. Candidate must be capable of performing general office duties using Microsoft office applications, preferably, or an acceptable alternate, and using equipment such as PCs, printers, peripherals and associated software. Should be able to perform data entry at 45 WPM minimum. Sufficient Technical knowledge and ability to establish and/or reconnect IP, satellite video teleconferences, solve technical/equipment problems independently or with telephone support, communicate and document technical/equipment problems in an understandable manner so that the problem can be addressed by other technical support personnel as necessary. Candidate must have customer service skills when interacting with students (e.g. directing students to classrooms, answering questions regarding the facility and associated equipment, providing administrative support related to day-to-day requirements of classes, etc.)

9. Application Support Programmer: Candidate works in coordination with the University's IT Enterprise Application Services (EAS) group.
 - a. Responsibilities: Candidate operates closely with University programmer analysts, administrative offices and Database Administrators to support institutional goals of providing and framing informed decision-making within the environment.
 - b. Position Qualifications/KSAs: Requires a bachelor's degree in computer science or a related field and two years' work experience in the IT field OR equivalent combination of education and experience where two years of experience will be substituted for a Bachelor's degree. Candidate should have technical experience with the Ellucian Banner system, with preference for the student module. Candidate should have experience with Microsoft SQL report-writing tools, Oracle tools, SQL, PL/SQL, Linux and shell scripting. Candidate should also possess experience working with data related to students, Advancement, Finance, and interfaces with external systems are preferred. Candidate must have strong communications skills, both oral and written, and an ability to confidently interact with expert end-users and members of a technical team, as well as the ability and commitment to thorough documentation. Candidate must be able to think critically and make decisions to best provide consistent support to customers' issues and concerns, within his or her autonomy, under supervision. Candidate must have demonstrated ability to work with sensitive and confidential information in compliance with federal or state laws, and University policies and procedures.

10. Campus Buyer/Technical Support Staff:

- a. Responsibilities: Candidate shall perform general office duties for one or more individuals which may include but not be limited to the following: process letters, forms, reports and serves as office manager; operates various office equipment including personal computers, laptops, printers, VoIP phone, fax, copier, multi- function device, and associated software including Microsoft Office Suite (Word, Excel, PowerPoint, Outlook, etc.), Agency ERP, and other business software; participate in training to access university systems and software including procurement, financial and other overlapping systems; assist campus users in and/or out of department in the selection of products, sources for purchase, and understand basic rules, regulations, policies and procedures for such; may be required to perform review of analytical data or proposals for consideration, documenting findings and providing supporting analysis; maintain excellent communications with campus departments and provide quality service to a unique campus community including but not limited to faculty, staff, and executive or cabinet members or contractors, and suppliers regarding procurement activities and other projects; and operate ethically within procurement laws, policies and procedures.
- b. Position Qualifications/KSAs: High school diploma or equivalent is required; preference will be given to bachelor's degree or some higher-level education. Candidate must have demonstrated oral and written communication skills, ability to work independently or cooperatively as a team, ability to take initiative, multi-task effectively and adjust priorities while maintaining a courteous and professional demeanor, and have demonstrated efficiency in Microsoft Office Suite, or an acceptable alternate in a business environment, as well as knowledge of generally used office equipment, office practices and use of a commercial telephone system. The Candidate must be able to use various software programs with basic guidance and instruction. Preference will be given to demonstrated experience with MS Office Suite and SharePoint.

F. SOCIAL AND FISCAL RESPONSIBILITY:

1. The University of Mary Washington is an academic community dedicated to the highest standards of scholarship, personal integrity, responsible conduct, and respect for the individual. In keeping with that value, the University has a responsibility to the community to ensure that all its employees, including those who are employed on a temporary basis, are treated fairly and with respect. To that end, a Contractor of the University shall ensure that all temporary employees are paid a living wage.
2. The University reserves the right to audit the books of a University Contractor at any time in relation to temporary University employees' employment records (reference Section X, "Audit" of the contract documents.)

G. REQUIREMENTS OF THE CONTRACTOR:

1. All temporary personnel shall be employed by the Contractor. The Contractor shall be responsible for all payroll taxes, workers' compensation, payroll reports, and any other federal and state mandated employer requirements for temporary personnel.
2. The temporary staff supplied by the Contractor should be available for the length of the

assignment. If the temporary staff is unable to complete the assignment, a one-week notice is required. The Contractor must be willing to fill long term assignments (at least 6-8 weeks).

3. The Contractor shall insure that all temporary personnel sent to the University of Mary Washington are bonded and insured through their agency. Personnel may have access to confidential information such as credit card numbers or other highly sensitive data.
4. The Contractor shall be staffed to conduct business with the University between the hours of 8:00 a.m. and 5:00 p.m.) The Contractor should be within the local calling area of the University, or shall provide a toll-free phone number. Phone messages left with contractor staff should be returned within the same business day unless designated by the University to require a quicker turnaround.
 - a. In the event of an emergency requirement by the University of Mary Washington, the Contractor shall respond to the request as quickly as possible but no more than 3 hours after notification.
5. The Contractor shall assign a coordinator to handle and assist in any and all scheduling, billing, and problem solving for the University. Phone and email contact information shall be provided to the University prior to the commencement of the contract.
6. The Contractor shall provide the University of Mary Washington the option to pre-screen and interview any temporary staff appearing to meet qualifications (prior to that individual being selected for a particular assignment) at no cost to the University. The University of Mary Washington will have the option to request a copy of resume or application as part of the pre-screening process.
7. The University of Mary Washington shall have the right at any time to refuse or determine unacceptable any temporary personnel supplied by the Contractor. Refusal of any temporary personnel shall not be based on race, color, religion, sex, age, national origin, disability or political affiliation in accordance with Equal Opportunity Employment Guidelines. The rejected temporary staff shall be immediately removed and prompt arrangements made for a suitable replacement.
8. All temporary employees considered for UMW, shall require a driving record, Virginia State Police Criminal history, nationwide criminal history or other University-specified types of background check; the cost of which shall be incurred by the Contractor. All criminal conviction information shall be provided to the University by phone call to the Office of Human Resources, 540-654-1214, for review, prior to the temporary staff appearing for work on the first scheduled day. Information from background checks must include, but not be limited to; any and all criminal convictions, the charge(s) and date(s) of occurrence, the disposition/sentence (if any), jurisdiction, and type of court. The University prefers to receive ALL criminal conviction historical information, not just the most recent seven (7) years of data.
9. The normal working hours for temporary personnel are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays, although this may vary. Also, there may be requirements for evening, weekend, and overtime work. Weekend work shall be defined as Saturday and Sunday. Overtime shall be defined as hours worked in excess of 40 per week. Lunch periods will range from 30-60 minutes and will be determined by the University department for which the temporary employee is assigned. No payments will be made for lunch periods.
10. The University will provide the Contractor with an orientation packet to be distributed to each new employee upon assignment to University of Mary Washington. The packet will include

such information as: The University of Mary Washington mission statement, community values, alcohol and drug policy, smoking policy, dress code, respectful workplace policies, IT network and computer use policy, and other relevant University of Mary Washington policies and procedures. Upon receipt of the originals from the Employer, it is desirable that the Contractor be responsible for printing the handouts for each new employee. The contractor must send to the University each temporary employee's written acknowledgement of receipt of the orientation packet prior to the employee's first day of work.

<http://adminfinance.umw.edu/hr/employment-opportunities/welcome-new-employees/temporary-employees/>

11. The University of Mary Washington shall assign, and identify to the contractor, the persons who are authorized to request temporary personnel. An eVA Purchase order (<http://www.eva.virginia.gov>) from University of Mary Washington authorized personnel shall constitute an official job request for service under this contract. This may be followed or preceded by an email or phone call to clarify the order. The awarded contractor shall be expected to receive electronic orders and payment information through the eVA system. (ref. Section IX, General Terms and Conditions)
12. The University will contact all awarded contractors simultaneously with a request for staffing. Contractors shall send qualified resumes to the University's office of Human Resources for review and consideration. Once a selection has been made, the contractor shall coordinate the interview time, (if required), with UMW Office of Human Resources and schedule the background check. The Contractor shall conduct the required background check and the review of the University's Orientation packet (see #10 above) for/with the selected candidate. The Contractor shall notify the University when the background check report is ready for University approval. Once the selected candidate has been approved for hire, the agency shall notify the University once the orientation and review of the University statements and policies are completed. If none of the contractors are able to comply with the request, the University of Mary Washington shall fill the requirement from other qualified sources.
13. The Contractor shall supply all temporary personnel with time cards or provide some method for entering hours and supervisor approval of time worked. Hours worked will be signed (or approved electronically) on a weekly basis by the area supervisor. Time cards shall be signed prior to the last day of employment. No payments will be processed without correctly approved time cards. *NOTE: If a time-keeping system is used by the offeror, please detail this information within the submitted proposal.*
14. The Contractor shall not charge the University of Mary Washington any placement fees or agency fees if a temporary employee submits an application for full-time employment with the University and is selected for employment through the University's competitive selection process. The temporary employee shall give the contractor a two week notice prior to being employed by the University.
15. The Contractor shall have a physical office located within a one-hundred (100) mile radius of UMW's campuses.

H. REQUIREMENTS FOR TEMPORARY EMPLOYEES:

Temporary employees provided in accordance with this contract must meet the following minimum standards with respect to quality:

1. Cordiality, Punctuality and Responsibility: Temporary employees must make every effort possible to be on time for work. Contractor(s) who call the University to cancel less than one business day in advance are responsible for finding a replacement with comparable skills in accordance with those specific positions or provide notice by 12 noon on the business day prior to the scheduled date of arrival.
2. Communication Skills: Temporary employees must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position.
3. Dress and Equipment: Temporary employees' attire shall be "professional dress", defined as; "clean and neat and appropriate for the type of work performed." (ref. URL below) The temporary employee shall come to the job site with any equipment specified by the University as being required to perform work; i.e. if safety shoes are a requirement for any position, the safety shoes will not be supplied by the University. It shall be the responsibility of the Contractor to ensure that the temporary worker has safety shoes before the temporary worker is presented for a position.
<http://www.boarddocs.com/va/umw/Board.nsf/goto?open&id=8NSTJQ77A255>
4. Temporary employees must conduct themselves in a professional manner and be respectful of all persons, with whom they interact, including University faculty, staff, students and any members of the public while on campus. The University reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards University faculty, staff, students and the general public while on campus.
5. Drug and Alcohol Use: Temporary employees must comply with the State and University drug and alcohol policies.
<http://www.boarddocs.com/va/umw/Board.nsf/goto?open&id=8NRSQE73C746>
6. Contractor non-photo ID cards (does not apply to administrative positions)
 - a. Temporary personnel (grounds, housekeeping, laborers) shall sign in and sign out at the Physical Plant when performing services at the University.
 - b. All temporary personnel entering residence halls and/or administrative buildings must visibly wear a special UMW ID card.
 - c. ID cards will be issued by the University department.
 - d. Cards must be returned to the Physical Plant at the end of each day.
7. Transportation: All temporary employees must provide his or her transportation to the work site each day.
<https://www.fredericksburgva.gov/1683/Routes>.

VIII. CONTRACT ADMINISTRATION:

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

IX. EVALUATION AND AWARD CRITERIA:

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

Criteria	Point Value
Quality of Proposal: How well response meets statement of needs and best fit for UMW including proposed methodology, procedures and additional offerings	30
Capability: Offeror's experience based on provided data, years in business, staff experience (resume), references, types of references (preference for Government, Higher Education)	30
Pricing: Financial Proposal, rates	30
Small Business Subcontracting Plan or SWaM Certification	10
Total	100

X. GENERAL TERMS AND CONDITIONS:

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

XI. SOLICITATION SPECIAL TERMS AND CONDITIONS:

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

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement valued at over \$50,000, the University will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

AWARD – RFP: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. The University, in its sole

opinion, reserves the right, if determined to be in the best interest of the University, to make: a separate award of each item, an award of a group of items, an award either in whole or in part, a single award, or a multiple award.

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

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

EXTRA CHARGES PROHIBITED:

The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

IDENTIFICATION OF PROPOSAL ENVELOPE – IF PHYSICALLY DELIVERED:

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

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

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all

insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

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

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

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

RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

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

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be

free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

UNDERSTANDING OF REQUIREMENTS: Your signature on your bid/proposal submission certifies your understanding of the following:

1. It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
2. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
3. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. 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 vendor from any obligations with respect to its proposal submission or to the contract.

XII. CONTRACT SPECIAL TERMS AND CONDITIONS:

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

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

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

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

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

CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

2. 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.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS: The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.

- a. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
- b. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.
- c. UMW reserves the right to audit a Contractor's background check process at any time.
- d. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
- e. Screens shall include:
 - i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
 - ii. DOJ Sex Offender Search and individual evaluation of results
 - iii. County Criminal Search for all identified counties.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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

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

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

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

ELECTRONIC DOCUMENTATION & COMMUNICATION: When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the University; or transmitted via a thumb drive. Proprietary or personally identifiable information shall be encrypted. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited.

ELECTRONIC WASTE DISPOSAL: Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.

EMERGENCY RESPONSE NOTIFICATION: In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.*

E-VERIFY PROGRAM: EFFECTIVE 12/1/2013: Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

FAIR EMPLOYMENT CONTRACTING ACT: In accordance with **§ 2.2-4201**, during the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin 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, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete [sexual harassment training provided by the Department of Human Resource Management](#), and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

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

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

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the University as an agency of the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, services, or equipment in the manner already and permanently described by the contractor on the materials, goods, services or equipment delivered.

INDEPENDENT CONTRACTOR RELATIONSHIP:

In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

NON-ASSIGNMENT: Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:
Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

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

OPERATING VEHICLES ON UMW CAMPUS: Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.

PAYMENT TERMS:

1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - b. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).
2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 - a. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- i. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

RENEWAL OF CONTRACT:

This contract may be renewed by the University 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 University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the all services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics, Table 6, for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics, Table 6, for the latest twelve months for which statistics are available.

SECTION HEADINGS: Section headings are for the convenience of the parties; and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

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

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business

subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

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

TITLE IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY: The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

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

1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
5. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
6. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

XIII. METHOD OF PAYMENT:

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

- A. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 3% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
- B. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
- C. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below address and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu.

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

ATTACHMENT A: PRICING

The Offeror agrees to provide services in compliance with the scope of work and the terms and conditions of the Request for Proposal at the rates quoted below or as negotiated.

	POSITION TITLE	REGULAR HOURLY RATE	OVERTIME HOURLY RATE
1	Executive Assistant		
2	Office Associate with Personal Computer Skills		
3	Accountant/Sr. Accountant		
4	Housekeeping Worker		
5	Grounds Worker		
6	General Laborer		
7	Office Associate with IT and A/V skills		
8	IT and A/V Technician		
9	Application Support Programmer		
10	Campus Buyer/Technical Support		
*	OTHER SERVICES		

*Please provide additional documentation regarding other related services offered, including all costs for using such services. Additional pages can be used.

ATTACHMENT B: REFERENCES

Provide at LEAST three (3) references of current or recent past clients (no older than 3 years), preferably from higher education.

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

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

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

ATTACHMENT C: SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

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

DEFINITIONS:

"Micro Business" means a business that is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees and no more than \$3 million in average annual revenue over the three-year period prior to their certification.

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

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

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

Bidder Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

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

ATTACHMENT C (CONT'D)

Section A

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

Check All That Apply: ☐ Micro Business ☐ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: _____ Expiration Date: _____

Section B

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

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

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

ATTACHMENT D: SWAM SUBCONTRACTING SPEND REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE

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

The screenshot shows the University of Mary Washington Procurement Services website. The header includes the university name and navigation links for Students, Faculty & Staff, Alumni, and Give. Below the header is a navigation bar with links for Laws, Policies and Procedures, Buyer Resources, SPCC, Technology Purchases, Vendors, and UMW Supplier Expo. The Vendors dropdown menu is open, showing options like Vendor Resources, Vendor Policies and Guidelines, Current Bids & Proposals, SWaM and Non-SWaM Reporting (highlighted with a red box and arrow), and Vendor Feedback. The main content area is titled 'Procurement Services' and features a 'QUICK LINKS' section with links to Forms, DSBSD – SWaM, Contracts, and Contact Us. Below this is a large image of a building. The 'SWaM Subcontractor Reporting' section explains that this form is used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend. The form includes fields for Vendor, Contract Number, Name (First and Last), and Email. The 'Select Reporting Method' section has two radio button options: 'Upload Spreadsheet/Document' (with a red arrow pointing to it and the text 'Upload Document - Excel or Word only') and 'Manual Input' (with a red arrow pointing to it and the text 'Manually type information for each sub-contractor').

UNIVERSITY OF MARY WASHINGTON

Students | Faculty & Staff | Alumni | Give | GO

Administration and Finance

Procurement Services

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

Forms
DSBSD – SWaM
Contracts
Contact Us

QUICK LINKS

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

SWaM Subcontractor Reporting

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

Vendor * **Contract Number**

Please enter the name of the COMPANY Please enter the CONTRACT NUMBER

Name *

First Last

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

☐ Upload Spreadsheet/Document ☐ Manual Input

Upload Document - Excel or Word only

Manually type information for each sub-contractor

ATTACHMENT E: PROPOSAL SUBMISSION CHECKLIST

RFP 23-1521 Proposal Submission Checklist

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

IMPORTANT DATES & REMINDERS

- No Questions Accepted after **April 11, 2023** at **2:00 PM**. All Questions must be directed toward the Procurement Officer for this solicitation: Lindsay Fare, lfare@umw.edu, and 540-654-1057.
- Proposal Due Date: **April 25, 2023** - Proposals submitted or received after **2:00 PM** as indicated by the official Procurement clock will NOT be accepted.
- All proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum. If sending the proposal by mail, the address to send the proposal to is located on the RFP Cover Page.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

Acknowledgement:

☐ **The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable.** If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

Documents to Submit:

- ☐ Completed and signed RFP (Page 1)
- ☐ Any/All signed addenda
- ☐ Electronic Copy of Proposal regardless if submitting through eVA VBO or delivering in person (Original and Redacted)
- ☐ Description of the Offering firm's history and expertise
- ☐ Completed Attachment A: Pricing
- ☐ Completed Attachment B: References
- ☐ Completed Attachment C: Small Business Subcontracting Plan (if applicable)
- ☐ Completed Attachment D: SWaM Subcontracting Spend Reporting (if applicable)
- ☐ Completed Attachment E: Proposal Submission Checklist
- ☐ Any exceptions taken to University's Terms and Conditions
- ☐ Current Certificate of Liability Insurance