

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: April 29, 2015 **COMMODITY CODE(S):** 95892, 96178

RFP NUMBER & TITLE: RFP 15-386 CUSTOMIZABLE INTERNATIONAL TRAVEL SERVICES

ISSUING AGENCY & ADDRESS: University of Mary Washington
Procurement Services, Eagle Village Executive Offices, Suite 480
1125 Jefferson Davis Hwy., Fredericksburg, VA 22401

WORK LOCATION: Fredericksburg, Virginia

PROPOSAL DUE DATE & TIME: **MAY 12, 2015; 3:30 PM**

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

PRE-PROPOSAL DATE/TIME: N/A

CONTRACT OFFICER: MELVA A. H. KISHPAUGH, VCO, CUPO **EMAIL:** mkishpau@umw.edu

PERIOD OF CONTRACT: DATE OF AWARD THROUGH ONE YEAR, WITH OPTION FOR NINE (9) 1-YEAR RENEWALS, or as negotiated.

QUESTIONS/INQUIRIES: All inquiries for information should be directed via email to the contract officer listed above, referencing the solicitation by name and number. No questions will be accepted after **May 7, 2015; 4:00 PM.**

PROPOSALS: Sealed Proposals must reach the above address and department by the deadline stated in order to be considered. It is the responsibility of the offeror to ensure that the proposal is submitted in a package that clearly identifies the contents as a proposal submission in response to this RFP. Also reference section V herein. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information; Reference Section V.A.3 stipulations. All resulting contracts will be made available through UMW's Public Contracts Gateway <https://umw.cobblestonesystems.com/public/>.

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL.

Name of Offering Firm: _____

Address of Offering Firm: _____

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

RFP Notification received via: ☐ eVA ☐ Newspaper ☐ Other: _____

DSBSD Certification No.: _____ Expiration Date: _____

Virginia Contractor License No. : _____ Class: _____

Specialty Codes: _____ SCC No.: _____

eVA Vendor ID or DUNS No.: _____ FEIN: _____

Submitted By (Print Name & Title): _____

Email: _____ Telephone: _____

Website: _____ Fax: _____

Signature (In Ink): _____ Date: _____

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

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish contracts with qualified sources through competitive negotiation for provision of customized education abroad and travel programming for the University of Mary Washington.
- II. **ORGANIZATIONAL OVERVIEW:** The University of Mary Washington is a coeducational, state-supported institution of the Commonwealth of Virginia enrolling a total of approximately 5,000 undergraduate and graduate students. The institution currently consists of three academic campuses and three colleges – Arts and Sciences, Business and Education, as well as a Center for Economic Development, which connects faculty and students with regional initiatives and businesses seeking their assistance. Additional information is available at <http://www.umw.edu/about/>
- III. **BACKGROUND:** The University provides numerous opportunities for customized travel and/or customized education abroad programs for study abroad, foreign language immersion, conservation, volunteerism, service learning, academic research, fine arts performances, athletic competition, or other group travel prospects each year. Participants may include students, alumni, faculty and staff.
- A. Currently the University occasionally participates in cooperative contracts available through its VASCUPP associate membership, and works with other various suppliers on an individual basis to provide customized services per travel event.
- B. Approximate annual spend for FY15 is \$639,540.00. Refer to Attachment A for detail. This figure is estimated and is provided for informational purposes. The University makes no guarantee of any annual spend against any contract resulting from this solicitation.
- C. The University shall issue Purchase Orders for each arranged travel program. The Purchase Order shall serve as the University's authorization to perform work. *The University shall not be required to sign additional agreements for work performed under this contract.*
- IV. **SCOPE OF SERVICES (STATEMENT OF WORK):** Selected firms shall provide services as described below.
- A. Customized travel and education abroad services may include but is not limited to:
1. Air Travel: booking group or individual airline tickets
 2. Accommodations: providing group or individual accommodations in hotels, residence halls, home stays, furnished apartment, hostel, lodge, campsite, or other lodgings as appropriate to the program needs.
 3. Classroom or meeting space: booking of space for delivery of academic content.
 4. Guided tours and/or overnight excursions as specified by program.
 5. Cultural Immersion Events: such as cooking classes, theatre, sporting events, dining, or other cultural activities as appropriate to the specific program.
 6. Community Engagement Opportunities: Volunteerism and/or community service projects as appropriate to the program.
 7. On Site Staff: On site staff to accompany the group if requested.
 8. 24/7 Emergency Support: The firm must identify a support person for University travelers to contact in the case of an emergency situation of any kind.
 9. Designated Representative: A specific person or team to work with UMW Faculty and Center for International Education (CIE) in program development and logistics.
 10. Private Ground Transportation: to include airport transfers, air conditioned motor coaches, safari vehicles, vans or shuttles with drivers as appropriate to individual program needs.
 11. Public Ground Transportation: to include train tickets, rail passes, bus or metro passes as appropriate.
 12. Site Visits: As appropriate to individual program needs.
 13. On-Site faculty or guest lecturers to deliver educational content appropriate to the needs of the program.
 14. Other/Additional valuable services as appropriate to individual program needs.
- V. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**
- A. **GENERAL REQUIREMENTS FOR PROPOSAL PREPARATION:**
1. All information requested must be submitted. Failure to submit all information requested may result in the purchasing vendor requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Offerors may be given an opportunity to correct a deficiency in their proposals, within an appropriate period of time, as determined by the procurement office. Offerors who

- fail to submit required documentation or meet mandatory requirements, in such time for evaluation purposes may be eliminated from further consideration.
2. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses. The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal. The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor informalities, or to negotiate with all responsible vendors in any manner necessary to serve the best interests of the University. However, the University has the right to accept the best proposal as submitted, without negotiation, and may do so; therefore, vendors should not rely on having a chance to negotiate and adjust their proposals.
 3. Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. *However, the classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.*
 - a. *Please note that UMW's Public Contract Gateway will publish contract documents, in their redacted digital version as provided by the contractor. No contractor-indicated proprietary data, in compliance with the stipulations detailed above, will be made publically available by UMW.*
 4. In order to be considered for selection, Offerors must submit a complete response to the RFP. If proposal is submitted in person, one (1) original and one (1) electronic media version (DVD, CD, Flash Drive) of each proposal must be submitted to the university. If your proposal includes proprietary information and you are invoking protection from disclosure under § 2.2-4342F of the Code of Virginia, *you must submit one (1) redacted copy of the proposal clearly marked with the words "REDACTED COPY" on the cover and on the electronic file. No other distribution of the proposals shall be made by the offeror.*
 5. Proposals should be as thorough and detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following information/items as part of a complete proposal:
 - a. The RFP Cover sheet, and any addenda, must be completed and signed by an authorized representative (able to be contractually obligated) of the offering vendor and returned with the RFP package.
 - b. A brief background statement describing the company should be enclosed.
 - c. Specific Format: Proposals, in accordance with the university's sustainability initiatives, must be prepared simply, economically, and with the ability to be recycled. A simple staple, a binder clip, or if necessary, a re-usable 3-ring binder are all university-preferred methods to hold dual-side printed proposal documents. Only send the quantity of copies requested in the RFP. It is preferable that semi-permanent bindings made of non-recyclable materials (i.e. plastic combs, spiral wire) are not used to bind documents. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. Emphasis should be on completeness and clarity of content; providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP.
 6. Include any other information which the vendor feels the university should consider in evaluating its proposal.
 7. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the university. This will provide an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. Oral presentations are an option of the university and may not be conducted. Therefore, proposals should be complete.
- B. SPECIFIC SUBMISSION REQUIREMENTS FOR THE RFP PACKAGE:** The Offeror should provide the following information tabbed as follows:
1. 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.

2. Provide a comprehensive list of currently serviced destinations and examples of types of travel programming that the offering firm has provided to clients within the last three years.
 - a. Specify the international locations to which your firm has experience in providing travel management services.
 - b. Describe the experience that your firm has in providing travel management services for large groups in an academic and higher education setting. Please provide recent examples (references) to support this experience.
 - c. Describe the ability of your firm to provide customized group tours and/or organize group events that meet educational goals for faculty and students while traveling abroad. Provide examples of previously arranged tours.
 - d. Describe the ability of your firm to offer professional trip counseling for faculty directors for complex or unique itineraries.
 - e. Describe your firm's ability to provide tour guides and/or interpreters on an as-needed basis during international travel.
 - f. Describe your firm's ability to arrange for admissions passes to various museums, performances, special exhibits, and other attractions as an enhancement to the international study program at the most favorable rate to the University. Provide suggested attractions as examples in conjunction with various serviced locations.
 - g. Describe the ability of your firm in locating restaurants in the travel area that can accommodate large travel groups. Describe the ability of the University to have select group meals be pre-reserved and invoiced as part of the trip. Provide examples of previous arrangements.
 - h. Describe your firm's ability to provide or attend pre-trip seminars and organizational meetings on campus to the groups that will be traveling, if requested by the University. Specify all associated costs in the Pricing Schedule.
 - i. Describe the firm's ability to provide meeting space, classroom facilities, and/or presentation/technology needs during international travel at the University's request. Describe your ability to provide facilities on another university or college campus and specify the locations.
3. If all services described in section IV.A are not provided "in-house" by the offering firm, please provide the list of providers that partner with the firm to supply the services.
 - a. Describe the firm's ability to plan mini-trips or excursions for University groups traveling abroad. Describe the firm's ability to schedule either intra-national or international travel to accommodate the mini-trips or excursions. Provide examples of previous experience in providing this service.
 - b. Describe firm's ability to provide charter transportation and the types available by location.
 - c. Describe all travel insurance available at no cost to the University.
 - d. Describe any Common Carrier and Flight Insurance that would be made available to University travelers at no additional cost to the University.
 - e. The contractor shall provide any refunds due as a result of unused tickets and shall identify each refund by the original ticket and invoice number. Refunds shall be credited to the University in the form of the original payment. Describe the firm's refund policy as it pertains to tickets, rentals, and reservations described within this RFP.
 - f. Describe the timeframe for providing the delivery of tickets and/or itineraries to the requesting University faculty travel leader after reservations are confirmed. All tickets and itineraries, unless otherwise requested by the University, should be delivered electronically.
 - g. Describe the information provided on standard itineraries.
 - h. Describe the firm's ability to communicate entry requirements for a country (such as a visa, letter of invitation), and to communicate any issues that may prevent entry into a country (such as passport stamps to a specific country) and provide guidance on resolution.
 - i. Specify the firm's ability to provide Passport and Visa services. Include all associated costs.
 - j. Trip itineraries for the entire group shall be provided to the University faculty director in charge of the trip, unless otherwise specified.

- k. Describe how the firm ensures accuracy in booking, invoicing, and itineraries. Specify if original receipts shall be provided to the University.
 - l. Describe the ability of the firm to provide communications to the faculty director when the trip being planned will take the group to locations requiring immunizations. Specify if the firm will be able to provide the faculty director with details about the immunizations needed and time frame for the traveling group to receive the immunizations.
 - m. Describe the firm's ability to book group lodging for short term and long term stays. Describe any unique lodging situations for which the firm would have booking access, such as apartments, dormitories or houses.
4. Describe business operations:
- a. Provide resumes for key personnel (particularly the single point of contract who will be working with UMW) who would be representing the firm and working with UMW staff to develop travel programming or fulfill travel programming needs.
 - b. Specify how invoicing will demonstrate exactly how the cost per traveler was determined. Provide an invoice example.
 - c. Describe how payment is accepted.
 - d. Describe billing and payment terms. Specify if deposits are required and when full payment is due.
 - e. Specify the firm's cancellation policies and penalties. In the case of program cancellation or individual participant withdrawal, describe how refunds would be processed. Maximum flexibility is preferred.
 - f. Describe the process for providing a quote of travel costs, as requested by the University for Budget planning. Describe how the firm would be able to guarantee quoted price (for up to a year in advance). Specify any and all issues that would impact the quoted price.
 - g. Describe how the firm would ensure that post trip reconciliation charges or surcharges, previously unapproved by the University are not levied.
 - h. Describe the ability of the firm to provide quotes for international travel based on current exchange rates and provide the University with the ability to hedge currency when possible and if in the best interest of the University. Explain the process for issuing credits and charges if exchange rates change after the original quote.
 - i. Describe how the firm obtains the most favorable rates in regard to international travel for large groups.
 - j. Describe the firm's ability to advise the University departments of savings opportunities as it pertains to various items of travel as part of an international study program.
 - k. The University shall not be required to sign additional travel agreements or pro forma for individual trips planned by firms awarded a contract as a result of this solicitation. The University will issue a purchase order in accordance with the contract and in accordance with the pro forma, which shall serve as the University's agreement to proceed. Describe the firm's ability to comply with this requirement.
5. Provide an Emergency Operations Plan to support UMW faculty, staff and student travelers, inclusive of emergency contact information (24/7).
- a. Describe the firm's ability to communicate travel alerts or warnings issued by the U.S. Government and/or destination area including travel restrictions to sanctioned countries.
 - b. Provide details on the process that a University faculty leader would follow if problems occurred during an international trip arranged by the firm. Describe the firm's ability to provide back-up arrangements with short-term notice.
6. Describe how the firm ensures that all local state and federal laws and regulations are followed.
7. Provide at least one sample travel program with itinerary, for purposes of cultural immersion for 10 students and one faculty member, in a specific designation that the firm services, for a program minimum

21 days in length, or if only air transportation is available through the firm, please provide sample group itineraries with pricing.

8. Provide information regarding services not described in the scope of work that the offering firm is currently able to provide to the University, along with associated pricing.

VI. TIME LINES AND KEY DATES:

- A. Questions from Offerors accepted only through: May 7, 2015
- B. Proposals are Due: May 12, 2015
- C. Initial Evaluations complete & Score Sheets due: May 22, 2015
- D. Proposal Clarification questions to Procurement Services: May 25, 2015
- E. Tentative Proposal Clarifications complete and/or presentations (save the date): June 1-4, 2015
- F. Tentative Negotiations to be complete: June 16, 2015
- G. Tentative Award: June 18, 2015
- H. Tentative Commencement of Contract(s) (contract signed): June 29, 2015

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

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

Criteria	Point Value
Offeror's capability – Experience based on provided resume(s) of personnel proposed	30
Client recommendations	10
Quality of proposal – offerings; portfolio (examples of prior work); addresses UMW requirements	30
Pricing: Financial Proposal	20
Small Business Subcontracting Plan	10
Total	100

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

VIII. CONTRACT ADMINISTRATION:

- A. The Director of the Center for International Education, 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 Purchasing Department.

- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. 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 Purchasing Department through a written two-party modification to the contract.

IX. **GENERAL TERMS AND CONDITIONS:** Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: <http://adminfinance.umw.edu/procurement/files/2014/11/UMW-General-Terms-and-Conditions-Nov14.pdf>

X. **SPECIAL TERMS AND CONDITIONS:**

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

PROPOSAL ACCEPTANCE PERIOD: Any offer in response to this solicitation shall be valid for (120) days. At the end of the (120) days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor.

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

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Bidder/Offeror's bid or proposal package.

The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best

proposal, and shall award the contract to that offeror. The University reserves the right to make multiple awards as a result of this solicitation. The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

AVAILABILITY OF FUNDS/FISCAL YEAR PROCESSING: The University of Mary Washington's fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

FORMAL SOLICITATION COMMUNICATIONS/DISQUALIFICATION OF OFFERORS: Informal Communications - From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the University rejects all proposals, informal communication regarding this procurement shall cease. Informal communication shall include, but not be limited to:

- a. Requests from Offerors to any departments of the University, with the exception of Purchasing, for information, comments, etc.
- b. Requests from any department at the University of any employee of the Offeror, with the exception of Procurement Services, for information, comments, etc.
- c. Contact with any individuals participating on the selection committee.

Formal Communications - From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Offeror, and all other Offerors have been notified, or when the University rejects all proposals, all communications between the University and the Offerors will be formal as provided for in this RFP or as requested by Procurement Services. Formal communication shall include, but not be limited to:

- a. Pre-proposal conference
- b. Oral presentation, if requested
- c. Site visits, etc.

ANY FAILURE TO ADHERE TO PROVISIONS SET FORTH ABOVE MAY RESULT IN THE REJECTION OF ANY OFFERORS PROPOSAL AND CANCELLATION OF THIS REQUEST FOR PROPOSAL.

IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package):

Name of Offeror: Due Date & Time:

RFP# RFP Title:

Number and
Street

City, State, Zip

The envelope should be addressed as directed on Page 1 of the solicitation.

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

RENEWAL OF CONTRACT: IF APPLICABLE This contract may be renewed by the Commonwealth for nine (9) successive one-year periods, *or as negotiated, under the terms and conditions of the original contract except stated in 1. and 2. below.* Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

E-VERIFY PROGRAM: Effective 12/1/2013, and pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 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.*

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

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency'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 agency 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.

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offers are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Virginia 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 the 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 purchasing 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.

- A. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly or 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 purchasing office at a minimum the following information:
 1. Name of firm with the DSBSD certification number
 2. Phone number
 3. Total dollar amount subcontracted
 4. Category type (small, women-owned, or minority-owned)
 5. Type of product or service provided

Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

- B. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly or 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 purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

RESPONSIBILITIES OF PRIME CONTRACTOR: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

FRATERNIZATION: The University is entrusted with the safety of all students at all times. 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, if applicable, and/or result in contract termination.

STANDARDS OF CONDUCT IN THE WORKPLACE:

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

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

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

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

***Definitions**

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

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

- Customers, including applicants for state employment or services
- Vendors
- Contractors
- Volunteers
- Relatives
- Unknown parties

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

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

XI. PRICING SCHEDULE: The contractor shall provide pricing for all products and services included in proposal, including transaction, processing, and service charges. Contractor should specify travel management fees.

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

1. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently Bank of America

Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale. *If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via credit card for invoices \$50,000.00 or less.*

2. "ePayables" through Bank of America: All payments under ePayables will have a *net 16* payment term. For more information about this payment option, please view <http://www.bankofamerica.com/epayablesvendors> or contact UMW's Accounts Payables department at payables@umw.edu.
3. Payment (by check or ACH) will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984
4. *To be considered eligible for payment, **all invoices must be received at the following address and should reference the eVA purchase order and UMW contract numbers:***

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

XIII. ATTACHMENTS:

FY2015 International Travel Spend
Small Business Subcontracting Plan
SWaM Initiative letter
SWaM Subcontractor Reporting instructions
Sample UMW Master Agreement (Contract)

FY15 INTERNATIONAL TRAVEL SPEND

Program	Travel Provider	Hotel/Meals/Activities	Airfare	Total Per Person	# Participants	Program Total
Australia		\$ 3,000.00	\$ 2,600.00	\$ 5,600.00	7	\$ 39,200.00
Costa Rica	\$ 3,378.00	Included	included	\$ 3,378.00	19	\$ 64,182.00
Guatemala		\$ 1,280.00	\$ 512.00	\$ 1,792.00	15	\$ 26,880.00
Italy		\$ 1,405.00	\$ 1,000.00	\$ 2,405.00	5	\$ 12,025.00
France - Provence	\$ 2,500.00	\$ 600.00	\$ 1,200.00	\$ 4,300.00	10	\$ 43,000.00
Poland	\$ 620.00	\$ 160.00	\$ 1,300.00	\$ 2,080.00	13	\$ 27,040.00
France - Paris	\$ 100.00	\$ 1,452.00	\$ 1,100.00	\$ 2,652.00	13	\$ 34,476.00
Europe – multiple countries		\$ 2,286.00	\$ 1,101.00	\$ 3,387.00	12	\$ 40,644.00
Quebec		\$ 1,330.00	\$ 513.00	\$ 1,843.00	12	\$ 22,116.00
S. Africa	\$ 2,675.00	included	\$ 1,760.00	\$ 4,435.00	17	\$ 75,395.00
Spain			\$ 1,350.00	\$ 1,350.00	20	\$ 27,000.00
United Kingdom		\$ 1,853.00	\$ 731.00	\$ 2,584.00	11	\$ 28,424.00
Wales	\$ 2,000.00	Included	\$ 1,000.00	\$ 3,000.00	10	\$ 30,000.00
Ireland - Orchestra	\$ 3,099.00	Included	Included	\$ 3,099.00	42	\$ 130,158.00
Ireland - Rugby	\$ 1,300.00	included	included	\$ 1,300.00	30	\$ 39,000.00

\$ 639,540.00

SMALL BUSINESS SUBCONTRACTING PLAN
MUST BE COMPLETED AND RETURNED WITH BID OR 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://www.dmbv.virginia.gov/swamcert.html>.

DEFINITIONS:

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

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

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

Bidder Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

- A. If you are certified by the (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.

Section A

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

Check Only One: ☐ Small/Micro Business ☐ Small and Woman-Owned Business ☐ Small and Minority-Owned Business

DSBSD Certification No.: _____ Expiration Date: _____

Section B

Populate the table below to show 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 DMBE 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 Certificate #	Indicate if also: Women (W) or Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Total Planned Subcontracting Spend (\$)					

Attachment #

Greetings:

The quality of service the University of Mary Washington is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational mission. An important part of our procurement program involves our commitment to doing business with small, women-owned and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We conduct substantial business with small firms and have a particular institutional focus on developing long-term business relationships with women-owned and minority-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, I ask that you involve small, women-owned and minority-owned businesses in the delivery of goods/services you provide to UMW. The Procurement Services office is able to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through monthly/quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

As a state agency, this effort is important to us. This is another way that UMW can partner with your company to make things better.

A SWaM reporting template is located on our Procurement Services website at <http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting>.

Sincerely,



Richard R. Pearce
Vice President for Administration and Finance and CFO

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement

Tel: 540/654-1127
Fax: 540/564-1168

SWaM Subcontractor Spend Reporting

Form located on Procurement Services website:

Business Services

Procurement Services

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

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

You are here: Home / Vendors / SWaM Reporting

SWaM Reporting

The University of Maryland, System (UMMS) is required to report all small business spend, importance is also placed on utilizing local woman-owned and minority-owned businesses to secure goods and services for the university. UMMS's goal is to have a total SWaM (small, woman-owned and minority-owned) spend of \$10 million per year.

Virginia's Total e-Procurement Solution!

SWaM Subcontractor Reporting

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

Purchasing Dates and Deadlines

July 2013

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

Vendor *

Please enter the name of the COMPANY

Contract Number

Please enter the CONTRACT NUMBER

Name *

First Last

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

☐ Upload Spreadsheet/Document

☐ Manual Input

Additional Comments/Information

Please provide any relevant comments or information

Captcha

chromate miniglan

Type the text

Privacy & Terms

no CAPTCHA™ stop spam, read books.

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

Upload document – Excel
or Word Only

Type in info for each
sub

SAMPLE ONLY
Contract #XX-XX
UNIVERSITY OF MARY WASHINGTON
Commonwealth of Virginia
Standard Contract/Master Agreement

=====

This contract entered into this XX day of Month 2014 by CONTRACTOR NAME, hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington called the "Purchasing Agency", "University", or "UMW."

WITNESSETH that the Contractor and the University, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services described herein.

PERIOD OF CONTRACT: DATE; through DATE with an option to renew for an additional (OPTIONAL RENEWALS IF ANY) additional TERM periods.

COMPENSATION AND METHOD OF PAYMENT: Will be in accordance with the contract documents.

CONTRACT DOCUMENTS: The contract documents shall consist of this signed Contract, the general conditions, special conditions, Offeror's proposal, subsequent clarifications and modifications as described in Attachment I, all of which are incorporated herein by reference and constitute the "contract documents."

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR-_____

PURCHASING AGENCY - UNIVERSITY OF MARY WASHINGTON:

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____

FEI/FIN#_____

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