

REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: AUGUST 17, 2015 **COMMODITY CODE(S):** 91838, 91800, 92405

RFP NUMBER & TITLE: RFP 16-472 INTERNATIONAL STUDENT RECRUITMENT – CHINA & EXTENDED AREA

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: **SEPTEMBER 8, 2015; 3:00 PM LOCAL PREVAILING TIME**

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

PRE-PROPOSAL DATE/TIME: N/A

CONTRACT OFFICER: Melva A. H. Kishpau, VCO, CUPO **EMAIL:** mkishpau@umw.edu

PERIOD OF CONTRACT: Date of award through one (1) year, with five (5) one-year renewal options, *or as negotiated*.

QUESTIONS/INQUIRIES: All inquiries for information should be directed via email to the contract officer listed above, referencing the solicitation by name and number. No questions will be accepted after **SEPTEMBER 3, 2015, 5:00 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.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 any 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.

TABLE OF CONTENTS

I.	PURPOSE.....	3
II.	ORGANIZATIONAL OVERVIEW	3
III.	BACKGROUND	3
IV.	STATEMENT OF NEED	3
V.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:	4
	GENERAL	4
	SPECIFIC	5
VI.	TIMELINES AND KEY DATES	6
VII.	EVALUATION AND AWARD	6
VIII.	CONTRACT ADMINISTRATION	7
IX.	GENERAL TERMS AND CONDITIONS	7
X.	SPECIAL TERMS AND CONDITIONS	7
XI.	INVOICING & PAYMENT	11
XII.	ATTACHMENTS	13
	SMALL BUSINESS SUBCONTRACTING PLAN	14
	SWaM INITIATIVE LETTER	16
	SMALL BUSINESS SUBCONTRACTING REPORTING INSTRUCTIONS	17
	SAMPLE STANDARD UNIVERSITY / MASTER AGREEMENT FORM	1718

- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources, to enter into a contract to provide International Student Recruitment Services in China and other areas for the University of Mary Washington (UMW), an agency of the Commonwealth of Virginia, on a potentially renewable term contract basis.
- 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 admissions undergraduate team includes seven recruiters; managing domestic territories that all include primary regions in Virginia, which are comprised of approximately one hundred “feeder” high schools. Six of the seven recruiters also manage non-Virginia territories. The seventh recruiter focuses completely on transfer recruitment. Finally, an eighth recruiter position focuses solely on international recruitment efforts.

In addition to the UMW recruitment team, the University has invested in skilled services to convey a more sophisticated and contemporary approach to UMW recruitment. First and foremost, the University has invested in Hobson’s Connect, a Customer Relationship Model (CRM) communication tool that links all activities together from the top of the funnel, down to the last enrolling student message. UMW has also enlisted Ruffalo Noel Levitz to execute an Enhanced Student Search campaign of multiple UMW branded touches to identify prospective students. Recruitment campaigns are running through Cappex and Naviance, tools used by students, who are searching for higher education opportunities. Since March 2011, UMW has contracted with ELS Educational Services, Inc. to operate an English-as-a-Second-Language teaching center in Eagle Village Shopping Center which is adjacent to the University of Mary Washington Campus. Also, as of April 2015, ELS Educational Services has been providing international recruitment services in other targeted markets, including Canada (Toronto, Ontario), UK (England, Ireland), EU (Germany, France), Middle East (Turkey), Sub-Saharan Africa (Nigeria), and Southeast Asia (Cambodia, Malaysia, Vietnam and the Philippines), excluding China and other areas. The ELS Agreements, as well as any other active University contract, can be viewed on the [UMW public contract portal](#).

- IV. **STATEMENT OF NEED / REQUIREMENTS:** The University’s goal is to dramatically increase the number of international students. The complicated nature of international student recruitment requires that UMW seek assistance from an outside firm to assist in formulation and execution of a plan to achieve University goals in this area. The UMW department of Admissions and Enrollment Management is seeking proposals from qualified firms to provide international leads via well-established international networks. UMW is evaluating the most effective means of recruiting and retaining international students as an enrollment growth strategy.
- A. To execute this strategy, UMW seeks assistance to:
1. Establish promotional allowance structure based on usual and customary fees.
 2. Establish clear and realistic annual enrollment goals and operational benchmarks by student cohort via established networks
 3. Develop market segmentation strategies (graduate and undergraduate)
- B. Describe in detail the firm’s approach to each of the following items to *include all associated costs*:
1. Promotional allowance structure.
 2. Develop market segmentation strategies.
- C. The selected contractor shall provide:
1. Monthly written report related to potential student leads. (provide sample)

2. Verification of potential student (i.e. language program enrollment form).
3. Detailed invoice on behalf of agent or other source.
- D. The successful contractor shall possess the following qualifications:
 - a. Must have physical presence in the recruitment area(s) from which UMW seeks to enroll students, currently, for the purposes of this RFP, China.
 - i. Note: The University may, during the term of the contract, add additional target regions or countries, as necessary, in order to accomplish its recruitment growth strategy goals. These additions will not duplicate those regions or countries already served by existing contracts. Additional information may be provided by the Offeror as part of the proposal, to detail these other regions or countries for which the firm is able to provide international recruitment services.
 - b. Must be fluent in languages that will assist in recruiting students from areas in which UMW seeks to enroll students (see above).
 - c. Must have a US tax ID prior to award of contract.
 - d. Must be registered with eVA, Virginia's online, electronic procurement system prior to award of contract.
 - e. Offerors must complete a University [Vendor Application Form](http://www.umw.edu/documents/document/vendor-registration-application/).
(<http://www.umw.edu/documents/document/vendor-registration-application/>)

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 University 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 Procurement Services. 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. 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 (services) the offering firm has had (if any) during the last twelve months with each public Higher Education Institution within the Commonwealth of Virginia.
 2. Program Plan: Provide a complete program plan, giving as much detail as is practical explaining how the services will be performed.
 3. References and Client History: The Offeror must provide a list of current higher education, state agencies or other governmental client accounts to include contact name, phone number and email, length of service of the account, and sales volumes. Additionally, the Offeror must also provide a list of lost accounts during the previous three years; to include contact name, phone number and email, length of service, and reasons for the loss of the account.
 - a. Provide three (3) references, preferably in higher education or public administration (government), for which the firm has provided support similar to those described in the RFP. Include dates the support was furnished, the client name, address, contact name, email address and phone number of the individual that the University has permission to contact. Describe successful and unsuccessful services provided to similar clients over the past five years including remedies for unsuccessful ventures.
 - b. Provide an organizational staffing plan for personnel who will perform the services outlined in this RFP.

- c. Provide a list of any pending litigation involving or naming the offering firm and include a brief description of the reason for legal action.
 - d. Provide information regarding any Conflict of Interest (real or potential). Failure to address any potential conflict of interest may be cause for rejection of the proposal.
4. Responsibility: At a minimum, the vendor must provide demonstration of the following:
 - a. Technical training and education
 - b. General experience
 - c. Specific experience with higher education institutions in enrollment management and financial aid leveraging. Please include number of years of experience.
 - d. Qualifications and abilities to perform the services
5. Key Personnel - Provide a chronological resume for each of the key personnel proposed. Each key person shall have three references. In addition, provide the time commitment for each key person. Indicate the level of each person's commitment to other projects.
6. All Associated Costs relative to providing the required services to the University (promotional allowance fee structure).

VI. TIME LINES AND KEY DATES:

- A.** Questions from Offerors accepted only through September 2, 2015; 5:00 PM
- B.** Proposals are Due: September 8, 2015; 3:00PM
- C.** Initial Evaluations complete & Scoring Process complete: September 21, 2015
- D.** Tentative Proposal Clarifications complete and/or presentations (save the date): September 30, 2015 – October 2, 2015
- E.** Tentative Negotiations to be complete: October 9, 2015
- F.** Tentative Award: October 13, 2015
- G.** Tentative Commencement of Contract (signed): October 22, 2015

Disclaimer: Once proposals are received by the Procurement Department, on the above date or revised date as indicated only by written addendum to the RFP, the remainder of the timeline is considered "tentative." The University will make every effort to keep to the timeline to the best of its ability, but will not make any guarantee as to the conclusion of the process by the dates indicated above.

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
Approach and plan to provide services	30
Experience, qualifications and abilities of personnel proposed to be assigned to UMW, including references from other clients	30
Pricing Proposal	30
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. (§ 49.D, Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ 23-38.88 et seq.) of Title 23 of the Code of Virginia) 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.

VIII. CONTRACT ADMINISTRATION:

- A. The Associate Provost for Admissions and Enrollment Management 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.

AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (§ 49.D, Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ 23-38.88 et seq.) of Title 23 of the Code of Virginia) 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.

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.

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to applicants 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.

EXTRA CHARGES PROHIBITED: The 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. Credit card "check-out fees" or surcharges MUST be disclosed as a flat fee or percentage of invoice total with the proposal, and shall be considered in the bid evaluation process. 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 University will pay via credit card for invoices \$50,000.00 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.

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):

FROM: _____
Name of Offeror _____ Due Date _____ Time _____

RFP No. _____ Street or Box No.

City, State, Zip _____ RFP Title _____

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

INDEPENDENT CONTRACTOR RELATIONSHIP: All persons employed by the Contractor in connection with the provision of Services shall be employees of the Contractor and not the Agency. 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 and 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, be considered or otherwise deemed to be employees or agents of the Agency for any purpose whatsoever. Accordingly, neither the Contractor nor any of its employees or agents shall have the authority to enter into any contract for or on behalf of the the Agency or otherwise bind the Agency in any manner whatsoever.

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.

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:

Requests from Offerors to any departments of the University, with the exception of Procurement Services, for information, comments, etc.

Requests from any department at the University of any employee of the Offeror, with the exception of Procurement Services, for information, comments, etc.

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:

Pre-proposal conference

Oral presentation, if requested

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.

OFFEROR'S REPRESENTATION: Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents,

or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for five (5) successive one-year periods (or as negotiated), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of providing services, but should not exceed the increase in the following index/indices: CPI-W, Other Services, Table 6, last 12 months available, percent of change. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and at the time of renewal; but only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 30 days advance notice of any proposed price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period (new contract term). Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall honor all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of services are required to be communicated immediately to the purchasing office.

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.*

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

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: 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 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.

- XI. INVOICING & PAYMENT:** To be considered eligible for payment, all invoices should be received at the following address and should reference the eVA purchase order and contract number, as applicable:

University of Mary Washington
Attn.: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401
Or
Email invoices to Payables@umw.edu

- A. *Method of payment shall be determined prior to issuance of a purchase order. 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.)*

XII. ATTACHMENTS:

Small Business Subcontracting Plan

SWaM Initiative letter

SWaM Subcontractor Reporting instructions

UMW Standard Master Agreement Sample

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 (SBSD) **by the due date of the solicitation** to participate in the SWAM program. Certification applications are available through SBSD 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: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE 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/Officer Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

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

Section A

If your vendor is certified by the Department of Small Business and Supplier Diversity (SBSD) are you certified as a:

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

SBSD Certification No.: _____ Expiration Date: _____

Section B

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

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

Small Business Name, Address & SBSB Certificate # and Expiration Date	Indicate if also: Micro (O) 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,

A handwritten signature in black ink, appearing to read "Richard R. Pearce". The signature is fluid and cursive, with a large initial "R" and a distinct "P".

Richard R. Pearce

Vice President for Administration and Finance and CFO

SWaM Subcontractor Spend Reporting

Form located on Procurement Services website:

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

You are here: [Home](#) / [Vendors](#) / [SWaM and Non-SWaM Reporting](#)

SWaM and Non-SWaM Reporting

SWaM and Non-SWaM Subcontractor Spend Reporting

The University of Mary Washington, as a state agency in the Commonwealth of Virginia, is required to report all small business spend to the Department of Minority Business Enterprise (DMBE). Along with small business spend, importance is also placed on utilizing local woman-owned and minority-owned businesses to procure goods and services for the university. UMW's goal, with enthusiastic [support](#) of the Vice President for Administration and Finance and Chief Financial Officer, is to have a total SWaM (small, woman-owned and minority-owned) business spend of 40% each fiscal year.

In accordance with the [Governor's Executive Order](#), each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

If you are a vendor who is required to use SWaM subcontractors, as indicated in the contract, or a prime contractor who is required to submit data on non-SWaM subcontractors performing on contracts over \$200,000, please submit your expenditure report below. The following [template](#) may be used and uploaded, or the information may be manually entered into the form.

Submission dates are:

1st Quarter: July 1st to September 30th - Deadline to send the report is October 25th

2nd Quarter: October 1st to December 31st - Deadline to send the report is January 25th

3rd Quarter: January 1st to March 31st - Deadline to send the report is April 25th

4th Quarter: April 1st to June 30th - Deadline to send the report is July 15th

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 2015 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, 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:	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.