

Contract #15-386
UNIVERSITY OF MARY WASHINGTON
Commonwealth of Virginia
Standard Contract/Master Agreement

=====

This contract entered into this 30th day of June 2015, by EDUTRIPS (dba Vagabond Tours), 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 agrees to furnish Customized International Travel Services on an as needed basis to the University of Mary Washington, an agency of the Commonwealth of Virginia, per the requirements and terms and conditions of the original Request for Proposal (RFP) with exceptions noted herein.

PERIOD OF CONTRACT: July 6, 2015 through July 5, 2016 with an option to renew for an additional nine (9) one-year periods.

COMPENSATION AND METHOD OF PAYMENT: Will be in accordance with Method of Payment, (Ref. Section VII, RFP 15-386).

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 herein all of which are incorporated herein by reference and constitute the "contract documents."

CONTRACTUAL CLAIMS: 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.

PROGRAM PRICING CLARIFICATIONS:

- 1. No deposits will be paid until the number of program participants has been confirmed between the contractor and the University.
2. The program price shall be guaranteed by the contractor in U.S. Dollars with a signed itinerary agreement.

PROGRAM DISCOUNTS:

- 1. Contractor shall provide a free chaperone per 10 paying participants.

PROGRAM REBATES:

- 1. Sales year shall commence on the date the first invoice is paid in full and will run for 12 months from that date.

2. Rebate shall be paid to the University via check no later than 3 months after the 12 month period has ended, less any outstanding refunds for unused travel or insurance claims for missed or canceled travel.
3. All invoices for the applicable 12 month period must be paid in full before rebate will be issued.
4. Rebates shall be applicable to University total purchases for domestic or international travel per table below:

Year 1 total sales = \$50,000.00	Rebate = 0.50%	\$250.00
Year 1 total sales = \$75,000.00	Rebate = 0.75%	\$562.50
Year 1 total sales = \$100,000.00	Rebate = 1%	\$1000.00
Year 1 total sales = \$150,000.00	Rebate = 1.5%	\$2250.00
Year 1 total sales = \$200,000.00	Rebate = 2%	\$6000.00
Year 1 total sales = \$300,000.00	Rebate = 3%	\$9000.00
Year 1 total sales = \$400,000.00	Rebate = 4%	\$16000.00
Year 1 total sales = \$500,000.00	Rebate = 5%	\$25000.00

PROGRAM SCHOLARSHIPS:

1. For twenty (20) paid passengers, a free scholarship place shall be offered which can be taken in the form of a cash equivalent.

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

CONTRACTOR:

By: Kate Gilley  
 Title: President  
 Date: July 6, 2015  
 FEI/FIN# 20-315-7223

UNIVERSITY OF MARY WASHINGTON:

By: Melinda H. K. [Signature]  
 Title: ASST DIR. PROCUREMENT  
 Date: 7/6/2015

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.



PO Box 19, Orangeburg NY 10983  
Phone 1-866-824-2266 x 128 Fax 914-500-2313

May 22, 2015

Dear Sir,

Vagabond Tours, doing business as Edu Trips; is a student tour operator in business since 2005. As sole owner and president of Edu trips I have over 25 years experience planning travel throughout the world for individuals and groups. Our company specializes in student group travel and we customized all our itineraries.

We are an approved vendor for Cheyney University, UCONN and Montgomery College. We have assisted each of these schools with their study abroad programs to places such as Africa, Central America and Europe. In addition we are now the appointed travel agency for Cheyney University. We have done business with many other universities and also the United States Coast Guard. I am attaching an array of reference from the various organizations that we have worked with.

Edu Trips are proud members of SYTA (the Student & Your Travel Association) and NTA (National Tour Operators Association)

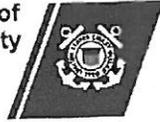
Yours Sincerely

A handwritten signature in blue ink that reads "Kate Coffey". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kate Coffey

U.S. Department of  
Homeland Security

United States  
Coast Guard



Commanding Officer  
United States Coast Guard  
Training Center Yorktown

End of Route 238  
Williamsburg, VA 23690-5000  
Staff Symbol: timo  
Phone: (757) 856-2591  
Fax: (757) 856-2112  
Email: bryan.m.estell@uscg.mil

3500  
May 15, 2009

EduTrips  
Attn: Kate Coffey, Director  
132 Hardwood Drive  
Tappan, NY 10983

Dear Ms. Coffey,

I thought it only appropriate to express what a pleasure it was to work with EduTrips.

The U.S. Coast Guard International Maritime Officer School depends on the assistance of professionals like you and your staff to ensure the quality of our cultural field studies programs.

Most importantly, you have helped us plant seeds of goodwill that these students will take back to their home countries of Algeria, Angola, Bahamas, Republic of Congo, Ecuador, El Salvador, Sri Lanka, Guatemala, Kuwait, Latvia, Madagascar, Papua New Guinea, and Slovenia. The purpose for our program here in Yorktown is to support the Department of State's foreign policy objective of fostering interoperability with friendly nations. The assistance that you and your staff provided these students has helped us fulfill that important goal.

Please express my gratitude to your entire staff for their outstanding service and hospitality.

Sincerely,

A handwritten signature in black ink that reads "B. M. Estell".

B. M. ESTELL  
Assistant Chief, International Maritime Officer School  
U.S. Coast Guard



Cheyney University of Pennsylvania

Cheyney and Creek Roads  
Cheyney, Pennsylvania 19319-0200  
610-399-2000  
www.cheyney.edu

June 15, 2006

Kate Coffey  
Vagabond Tours  
PO Box 780261  
Maspeth, NY 11378

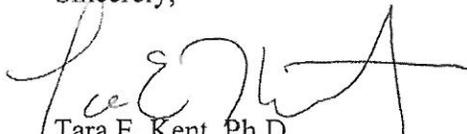
Dear Kate,

I want to express my most sincere thanks to you and to your Ghana team for helping to make the Cheyney University 2006 Summer Honors Program a success! Our experiences both during the planning stages, and while we were abroad were absolutely exceptional. The service we received was of the highest caliber, and I can't express the extent of my gratitude for connecting us with such a professional team while in Ghana! Thank you for all that you did to contribute to the overall success of our program, and for working with us through the small bumps that inevitably arise when planning a program of this type.

Enclosed please find two small tokens of my appreciation – a child's drum and a necklace. I purchased both in the small village of Aawihya, a village renowned for its fine craftsmanship in wood working. When I told one of the shop keepers that I was looking for a child's drum, he spoke to a man in fast paced "Twi", and within seconds a large group of men approached the store with drums and other musical instruments in their hands. They sat in a circle around me, and taught me how to play the drum! Needless to say, Ghana was a fascinating, life altering experience, and I enjoyed every minute, including my drum lesson and purchase!

Thank you again for everything, and I look forward to continuing to work with you.

Sincerely,



Tara E. Kent, Ph.D.  
Keystone Honors Academy



# Marietta College

April 30, 2007

Kate Coffey  
EduTrips.com  
PO Box 780261  
Maspeth, New York 11378

Dear Kate:

I write to express my gratitude for all of your efforts in making the Marietta College Spring Break 2007 trip to New York City a smashing success.

During the planning stages, your expertise and attention to detail made my job as group leader much easier and I can't thank you enough for that! I greatly appreciate the time you spent prior to the trip responding to the endless stream e-mails I sent. You planned an itinerary that met all our needs and wants, including the sights, entertainment and tastes we expected from New York City. While in New York, you and your staff demonstrated tremendous care and concern for the individual group members and chaperones. Thank you for your flexibility and for helping meet the individual needs of our group members as they arose.

I had absolutely no anxiety or reservations about this trip because I knew I was working with professionals. Still, as I evaluate the experience, I realize you rose above and beyond my high expectations. Though the professionalism you and your assistant, Neve demonstrated was important, what most affected me was how absolutely enjoyable it was to complete this project with you both. I felt instantly as though we were members of the same team and that you both cared as much for the success of the trip as I did. The energy and humor you brought to this venture was an absolute blessing to all of us.

On behalf of Marietta College, thank you for being a reliable and creative partner in this effort. I see this as the beginning of a very beneficial relationship for Marietta College. I am greatly looking forward to the trip to Chicago during Marietta College's four-day vacation in October.

Best wishes to you and your staff for continued success and happiness!

Sincerely,

Jamie Kendrioski  
Assistant Director, International Programs

CHARTERED IN 1835



PO Box 19, Orangeburg, NY 10962  
Phone: 1-866-824-2266 x130 || Fax: 914-500-2313 || Email: alycea@edutrips.com

# University of Mary Washington

## Spain, Brussels, Luxembourg & Germany

### 20 nights (one on plane) / 21 days

#### INCLUSIONS:

- Round-trip airfare, as per the itinerary
- Airport transfers
- Daily transportation via luxury motor coach
- First class ticket on high speed rail from Madrid to Barcelona
- 19 nights hotel accommodation
- Conference room for initial orientation meeting in Madrid
- Breakfast daily
- 19 authentic dinners
- 8 Company visits which include a presentation and panel discussion lead by executive level manager (Amadeus IT Group, Real Madrid Foundation, Iberia Group, Banco Santander, Desigual, Nissan, ReviewPro, Intermon Oxfam)
- 1 day metro pass Madrid
- Walking tour of Old Town Madrid
- Admission to Prado Museum
- Admission to Casa Patas Flamenco show
- Tour of Real Madrid's Santiago Bernabeu Stadium
- Tour of Las Ventas Bullfighting ring
- Cooking Class
- Visit Puerta del Sol
- Visit Segovia
- Walking tour of Segovia
- Visit El Escorial
- Guided tour of El Escorial
- Sunset Jazz Cruise
- City Bike tour of Barcelona
- Walking our Parc Guell
- Visit Barrio Gracia
- Day trip to Tossa de Mar
- 1 day metro card Barcelona
- Admission to Poble Espanyol
- Visit District 22
- Admission and tour of La Sagrada Familia
- Admission and tour of Montserrat
- Night tour of Casa Mila La Pedrera
- Bilingual EduTrips tour guide/program manager throughout the trip
- Guided walking tour of Brussels
- Tour of Le Chocolatier Manon
- European Union Parliament Tour
- Visit Brugge
- Canal Boat tour in Brugge
- Admission to Vianden Castle
- Admission to Bock Casements
- Wenzle Walk tour
- Visit Strasbourg, France
- Admission to the Stuttgart Ballet
- Admission to the Mercedes Benz Untertürkheim engine factory
- Admission to the Mercedes Benz Museum
- Visit Esslingen am Neckar
- Hike through the vinyards in Esslingen am Neckar
- Guided tour of Palace Square
- Visit GALERIA Kaufhof Stuttgart Königstraße
- Bike tour of Munich
- Admission to BMW factory tour
- Train to Dachau
- Tour of Dachau Concentration Camp begins
- EduTrips tour escort throughout trip
- 1 free chaperone per every 10 paying passengers based on double occupancy

**Price per person: Single \$6400 Double \$5260 Triple \$4970 Quad \$4700**

Prices are per person based on a minimum of 10 paying travelers. Triple & Quad rooms have 2 beds therefore guests will be sharing beds or on cots unless they opt for double or single occupancy



PO Box 19, Orangeburg, NY 10962

Phone: 1-866-824-2266 x130 || Fax: 914-500-2313 || Email: alycea@edutrips.com

**Day 1:**

**05:00pm**

Group meets at Airport.

**07:30pm**

Flight departs for Madrid, Spain (*exact flight TBD*).

**Day 2:**

**09:15am**

Flight arrives to Madrid.

**10:00am**

Clear customs, meet EduTrips tour guide, board transfer bus, and depart for Old Town Madrid.

**10:30am**

Begin a walking tour - on the tour you will walk through pleasant narrow streets and learn about the various architectural styles and local customs. You will visit Plaza de Cibeles - home to City Hall, Banco de Espana, and Palacio de Linares. The tour continues to the Royal Palace, where you will have the opportunity to gain insight into the lifestyle of the Bourbon Dynasty.



**12:30pm**

Tour ends, break for a typical tapas lunch at a local restaurant in Old Town.

**01:30pm**

Depart for the Prado Museum.

**02:00pm**

Admission, enjoy free time to explore the works from masters such as Rembrandt, El Bosco, Greco, Ribera, Velazquez, and Goya.

**07:30pm**

Depart for Casa Patas.

**08:30pm**

Flamenco show and dinner begin.

**11:30pm**

Show ends, board metro and return to the hotel - the rest of the evening is free.

**Day 3:**

**08:30am**

Enjoy breakfast at the hotel.

**09:30am**

Depart for Santiago Bernabeu stadium, home to Real Madrid.

**10:00am**

Stadium tour begins, you will learn about one of Spain's most famous teams!

**11:30am**

Tour ends, depart for Las Ventas

**12:00pm**

Tour of Las Ventas, the most popular Bullfighting ring in Madrid begins. During the tour you will see a demonstration with bullfighting capes and meet a bullfighter!

**01:30pm**

Enjoy lunch at a local restaurant.

**02:30pm**

Depart for Amadeus headquarters.

**03:00pm**

Meet with a executive level representative. Students will enjoy a presentation on IT, followed by a panel discussion, and tour of the facilities (*confirmation pending*).



**04:30pm**

Our next visit will be to Real Madrid Foundation headquarters.

**05:00pm**

Meet with a executive level representative from Real Madrid Foundation. Students will enjoy a presentation on Marketing, followed by a panel discussion, and tour of the facilities (*confirmation pending*).

**06:30pm**

Depart for Ático de las Letras, one of Madrid's best rooftop restaurants.

**07:30pm**

Enjoy an authentic dinner while overlooking picturesque Madrid below.



PO Box 19, Orangeburg, NY 10962

Phone: 1-866-824-2266 x130 || Fax: 914-500-2313 || Email: alycea@edutrips.com

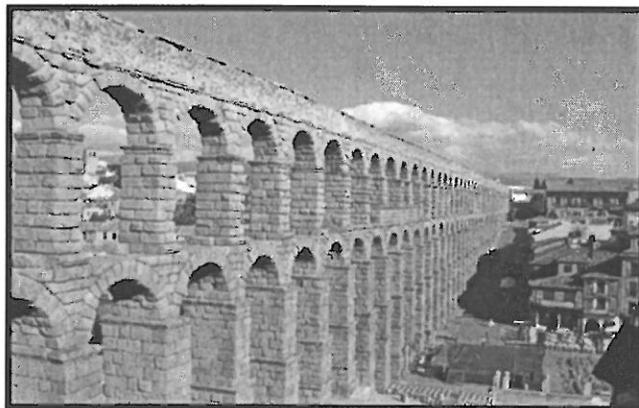
**Day 4:**

- 07:00am** Enjoy breakfast at the hotel.
- 08:00am** Load bus and depart for Iberia Group headquarters.
- 08:30pm** Meet with a executive level representative. Students will enjoy a presentation on Management, followed by a panel discussion and tour of the facilities.
- 10:30am** Make our way to Torrijos Market, where you will learn how to make one of Spain's signature dishes, Paella.
- 02:00pm** Meet bus and depart for Banco Santander headquarters.
- 02:30pm** Meet with a executive level representative, students will enjoy a presentation on Finance, followed by a panel discussion and tour of the facilities.
- 05:00pm** Spend the rest of the afternoon exploring the various shops in Puerta del Sol, a renowned shopping area of Madrid.
- 07:30pm** Enjoy a light tapas dinner at a local restaurant.
- 09:00pm** Return to the hotel and the rest of the evening is free.



**Day 5:**

- 07:00am** Enjoy breakfast at the hotel.
- 08:00am** Depart for Segovia.
- 10:00am** Arrive to picturesque medieval town of Segovia, famous for its great Roman aqueduct. Begin a guided walking tour through the tangle of narrow streets. On the tour you will visit the 2,000 year old aqueduct, Spain's last major Gothic building, Segovia's Cathedral, and Alcazar castle.
- 12:30pm** Try some of Segovia's culinary masterpieces such as Cochinillo asado, sopa castellana, and Judiones de la granja as we break for lunch at a local restaurant.
- 02:00pm** Depart for "El Escorial," a monastery and kings' crypt, where the majority of Spain's kings for the past 400 years are buried.
- 03:30pm** Arrive to El Escorial and begin guided tour. Sites include - Museum of Architecture and painting, Chapter Houses, Old Church, King's Courtyards, a Library, a Basilica, Palace of Philip II, Evangelists Courtyard, and the Palace of the Bourbons.
- 05:30pm** Return to Madrid.
- 07:00pm** Enjoy a traditional dinner at a local restaurant.
- 08:00pm** Return to the hotel and the rest of the evening is free.



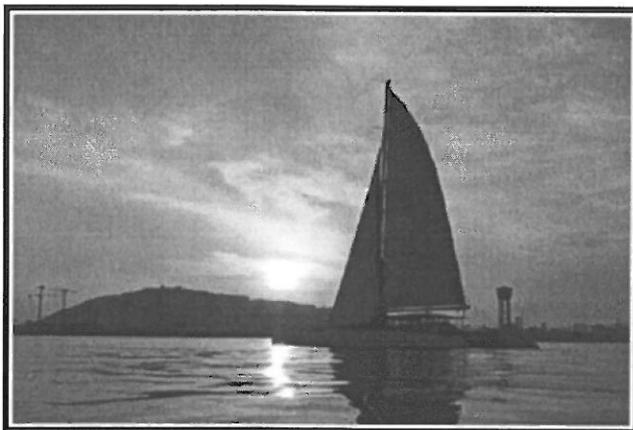


PO Box 19, Orangeburg, NY 10962

Phone: 1-866-824-2266 x130 || Fax: 914-500-2313 || Email: alycea@edutrips.com

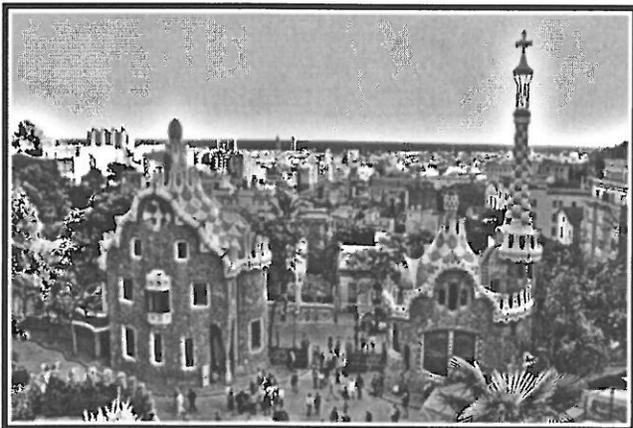
**Day 6:**

- 08:00am** Enjoy breakfast at the hotel.
- 10:00am** Check out of hotel and depart for the train station.
- 12:30pm** Train departs for Barcelona.
- 03:15pm** Train arrives to Barcelona, meet transfer bus, and depart for hotel.
- 03:45pm** Check into hotel, get dressed for the cruise and dinner.
- 05:00pm** Make our way to the pier.
- 06:00pm** Sunset Jazz Cruise departs, enjoy wonderful music while taking in the beautiful views of Barcelona from the Mediterranean Sea.
- 07:30pm** Cruise docks, make our way to a seaside restaurant for a traditional Catalan meal.
- 10:00pm** Return to the hotel and the rest of the evening is free.



**Day 7:**

- 08:00am** Enjoy breakfast at the hotel.
- 09:00am** This morning, you will enjoy a bike tour of Barcelona! You will ride through the Barri Gotic, visit Gaudi's famous Sagrada Familia, roll through the Parc de la Ciutadella, and cruise around the Olympic Village, Port Vell, and the Barceloneta beach, stopping all along the way at points of interest to take photos and hear the fascinating history and stories of Barcelona.
- 01:00pm** Enjoy lunch at at local restaurant (*cost not included*).
- 03:00pm** After lunch, depart for Desigual headquarters.
- 03:30pm** Meet with a executive level representative. Students will enjoy a presentation on Management and Design, followed by a panel discussion and tour of the facilities.
- 05:30pm** Our next stop will be Gaudi's famous Parc Guell.
- 06:00pm** Embark on a sunset stroll through this magical park.
- 07:30pm** Make our way to Barrio Gracia and enjoy dinner at El Racó de les Bruixes.
- 10:00pm** Return to the hotel and the rest of the evening is free.





PO Box 19, Orangeburg, NY 10962  
Phone: 1-866-824-2266 x130 || Fax: 914-500-2313 || Email: alycea@edutrips.com

**Day 8:**

- 08:00am** Enjoy breakfast at the hotel.
- 09:00am** Depart for Nissan Factory.
- 09:30am** Meet with a executive level representative. Students will enjoy a presentation on Manufacturing followed by a panel discussion and factory tour.
  
- 12:30pm** Board metro and make our way to Poble Espanyol - a small village located inside the city of Barcelona that represents the different architectural styles of Spain's many regions.
  
- 01:00pm** Admission to Poble Espanyol, enjoy lunch at a local restaurant in the property (*cost not included*).
  
- 03:30pm** Depart for District 22 – Barcelona's Tech City.
- 04:00pm** Meet with a executive level representative from the start up Review Pro. Students will enjoy a presentation on IT and Operations, followed by a panel discussion and tour of the facilities (*confirmation pending*).
  
- 06:00pm** Return to the hotel and get dressed for dinner.
- 07:30pm** Enjoy a traditional dinner at a local restaurant.
- 10:00pm** Return to the hotel.



**Day 9:**

- 08:00am** Enjoy breakfast at the hotel.
- 09:00am** Load bus and depart for the picturesque town Tossa de Mar in Costa Brava.
- 11:00am** Spend the day relaxing by the beach and exploring the castle and small winding streets of this beautiful town.
- 01:30pm** Enjoy lunch at a seaside restaurant (*cost not included*).
- 05:00pm** Return to hotel and get dressed for dinner.
- 07:00pm** A typical Catalan meal is served at The House restaurant.
- 09:00pm** Return to the hotel and the rest of the evening is free.



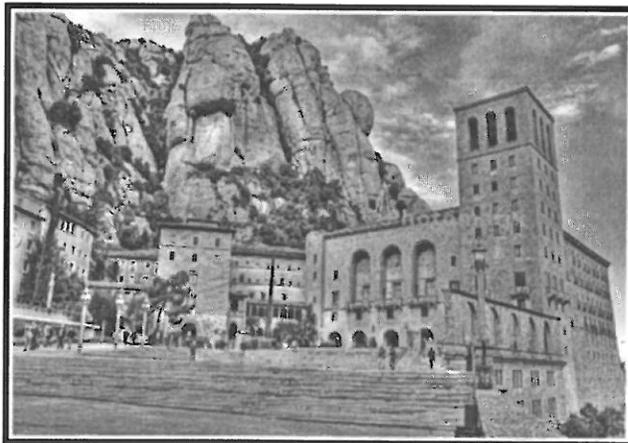


PO Box 19, Orangeburg, NY 10962

Phone: 1-866-824-2266 x130 || Fax: 914-500-2313 || Email: alycea@edutrips.com

**Day 10:**

- 07:00am** Enjoy breakfast at the hotel.  
**08:00am** Depart for La Sagrada Familia.  
**08:30am** Guided tour of this incredible cathedral begins.  
**10:00am** Tour ends, load bus and depart for Montserrat.  
**11:00am** Arrive to Montserrat and begin a guided tour.  
**12:30pm** Next, we will visit Barcelona's most famous market, la Boqueria. Enjoy lunch at a local restaurant, and after lunch, you have free time to explore the market (*cost not included*).  
**03:30pm** Depart for Intermon Oxfam.  
**04:00pm** Meet with a executive level representative. Students will enjoy a presentation on International Development followed by a panel discussion and tour (*confirmation pending*).  
**06:00pm** Return to the hotel and get dressed for our farewell dinner.  
**07:30pm** Make our way to Gaudi's Casa Mile, where you will enjoy a unique visit of La Pedrera followed by a secret dinner at Cafe La Pedrera!  
**10:30pm** Return to the hotel and the rest of the evening is free.



**Day 11:**

- 05:30am** Check out of the hotel and load luggage onto transfer bus.  
**06:00am** Arrive to the airport, check-in, and clear security.  
**08:00am** Flight departs for Brussels, Belgium.  
**10:10am** Approximate arrival to Brussels Airport.  
**10:30am** Clear customs and meet EduTrips escort in baggage claim.  
**11:00am** Load bus and depart for hotel.  
**12:00pm** Arrive at hotel and store luggage.  
**12:30pm** Free time for lunch and exploration (*cost not included*).  
**06:30pm** Enjoy dinner at a local restaurant.  
**08:00pm** Return to the hotel, check-in, the rest of the evening is free.





PO Box 19, Orangeburg, NY 10962

Phone: 1-866-824-2266 x130 || Fax: 914-500-2313 || Email: alycea@edutrips.com

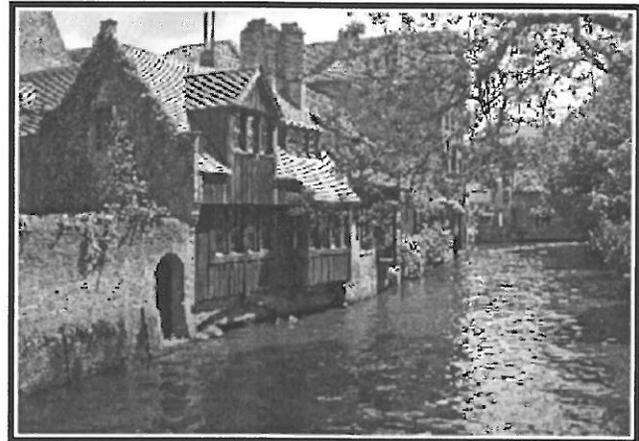
**Day 12:**

- 07:30am** Enjoy breakfast at the hotel.  
**08:30am** Make our way to one of the most beautiful squares in Europe, Grand Place  
**09:00am** Begin a guided walking tour of Brussels: *sites included the Royal Palace, Brussels's Cathedral, Brussel' oldest wall, the Atomium & the Manneken Pis.*  
**02:00pm** Make our way to Le Chocolatier Manon.  
**02:30pm** Tour of the Chocolatier Manon Factory begins.  
**04:00pm** Tour ends, return to the hotel and get dressed for dinner  
**07:00pm** Make our way to Rue de Bouchers for dinner.  
**07:30pm** Dinner at a local restaurant is served.  
**09:00pm** Dinner ends, return to the hotel, and the rest of the evening is free.



**Day 13:**

- 08:00am** Enjoy breakfast at the hotel.  
**09:00am** Depart for the European Union Parliament.  
**10:00am** Tour of the EU Parliament begins.  
**11:30am** Tour ends, load bus and depart for Brugge.  
**12:45pm** Arrive to the historic medieval city of Brugge.  
**01:00pm** Enjoy free time to explore & have lunch (*cost not included*)  
**04:00pm** Walk to the dock and board boats.  
**04:30pm** Canal boat tour begins.  
**05:00pm** Enjoy dinner at a local restaurant.  
**07:00pm** Load bus and return to Brussels.  
**08:15pm** Arrive to the hotel and enjoy a free evening.





PO Box 19, Orangeburg, NY 10962

Phone: 1-866-824-2266 x130 || Fax: 914-500-2313 || Email: alycea@edutrips.com

**Day 14:**

- 07:00am** Enjoy breakfast at the hotel.
- 08:00am** Check out of hotel, load bus, and depart for Vianden Castle, Luxembourg.
- 10:30am** Admission to Vianden Castle and free time to explore.
- 12:00pm** Return to the bus and continue to Luxembourg City, lunch stop en route (*cost not included*)
- 01:30pm** Arrive to Luxembourg City and check into hotel.
- 02:00pm** Make our way to Bock Promontory.
- 02:30pm** Admission to Bock Casements.
- 04:00pm** Wenzle Walk tour begins - *The walk starts at the Bock promontory and takes in the Chemin de la Corniche, old gates, the Wenzel ring wall, medieval bridges, the Alzette Valley and Church of St. Ulric*
- 06:30pm** Return to the hotel and get dressed for dinner.
- 07:30pm** Enjoy dinner at a local restaurant.
- 09:00pm** Return to the hotel, the rest of the evening is free.



**Day 15:**

- 07:00am** Enjoy breakfast at the hotel.
- 08:00am** Check out of hotel, load bus and depart for Strasbourg, France.
- 11:00am** Arrive to Strasbourg, the capitol of the EU & enjoy free time to explore the district of Petit France, have lunch in one of the many restaurants – a local favorite is choucroute (*cost not included*).
- 03:00pm** Return to the bus and make our way to Stuttgart.
- 05:00pm** Arrive to Stuttgart and check into our hotel.
- 06:00pm** Enjoy dinner at a local restaurant.
- 07:30pm** Make our way to the Stuttgart Ballet.
- 08:00pm** Admission to performance (*show TBA*).
- 10:00pm** Return to the hotel and the rest of the evening is free.





PO Box 19, Orangeburg, NY 10962

Phone: 1-866-824-2266 x130 || Fax: 914-500-2313 || Email: alycea@edutrips.com

**Day 16:**

- 08:00am** Enjoy breakfast at the hotel.
- 09:00am** Load bus and depart for the Mercedes Benz Museum.
- 09:30am** Tour of Untertürkheim engine factory begins.
- 11:00am** Enjoy free time for lunch in the cafe. *(cost not included)*
- 12:00pm** Guided tour of the museum begins.
- 02:00pm** Tour ends, load bus and depart for the Esslingen am Neckar.
- 02:30pm** Arrive to Esslingen am Neckar and begin a hike through the vineyards.
- 05:00pm** Return to the hotel and get dressed for dinner.
- 07:00pm** Enjoy dinner at a local restaurant.
- 09:00pm** Return to the hotel, the rest of the evening is free.



**Day 17:**

- 08:00am** Enjoy breakfast at the hotel.
- 09:30am** Meet with a local professor of economics.
- 10:00am** Lecture on the German & EU economy begins.
- 12:00pm** Make our way to Palace Square
- 12:30pm** Enjoy free time to have lunch at one of the many outdoor cafe's *(cost not included)*.
- 01:30pm** Tour of Palace Square begins.
- 03:00pm** Make our way to GALERIA Kaufhof Stuttgart Königstraße, free time to shop and explore.
- 05:00pm** Discussion on marketing observations and comparisons begins.
- 06:00pm** Return to the hotel and get dressed for dinner.
- 07:00pm** Enjoy dinner at a local restaurant.
- 10:00pm** Return to the hotel, the rest of the evening is free.





PO Box 19, Orangeburg, NY 10962

Phone: 1-866-824-2266 x130 || Fax: 914-500-2313 || Email: alycea@edutrips.com

**Day 18:**

- 08:00am** Enjoy breakfast at the hotel.
- 09:00am** Load bus and depart for Munich.
- 12:00pm** Arrive in Munich and enjoy free time for lunch in Marienplatz (*cost not included*).
- 01:30pm** Begin our city bike tour of Munich sites include the English Garden, the Isar River where we will see the popular beaches, Peace Angel Mounment, Maximilaneum, the Volksbad, Lukas Kirche and Deutsches Museum.
- 05:30pm** Tour ends, depart for our hotel.
- 07:00pm** Depart for the famous Hofbräuhaus.
- 07:30pm** Dinner is served.
- 10:30pm** Dinner ends, return to the hotel & the rest of the evening is free.



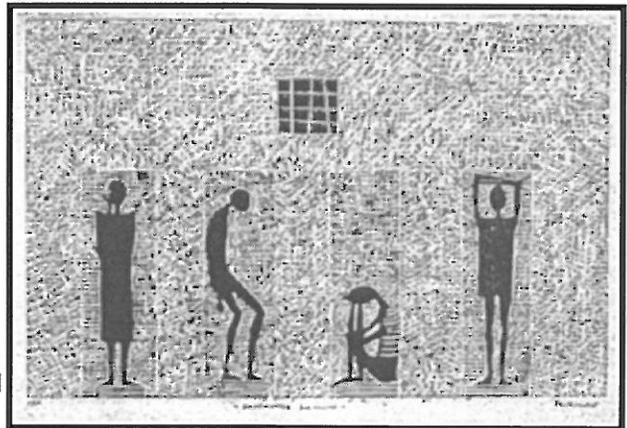
**Day 19:**

- 08:00am** Enjoy breakfast at the hotel.
- 09:00am** Depart for the BMW Factory.
- 10:00am** Guided factory tour begins.
- 01:00pm** Tour ends, return to the hotel.
- 01:30pm** The rest of the afternoon is free to explore on your own.
- 07:00pm** Depart for dinner at a local restaurant.
- 07:30pm** Dinner is served.
- 09:00pm** Return to the hotel and the rest of the evening is free.



**Day 20:**

- 08:00am** Enjoy breakfast at the hotel.
- 09:00am** Make our way to Munich Main Train Station.
- 10:29am** Board train from Munich to Dachau.
- 10:50am** Arrive to Dachau and board transfer bus.
- 11:00am** Arrive at the former Concentration Camp and tour begins.
- 02:00pm** Tour ends & return to the train station.
- 02:20pm** Train departs for Munich.
- 02:30pm** Train arrives to Munich, enjoy free time for lunch (*cost not included*).
- 04:00pm** Group discussion begins.
- 06:00pm** Discussion ends, make our way to a local restaurant for dinner.
- 07:30pm** Farewell dinner is served.
- 09:00pm** Return to the hotel and the rest of the evening is free.



**Day 21:**

- 10:00am** Fly back to DC – flight times TBD



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 [X] 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: Vacabond Tours NY DBA Eddy Trips
Address of Offering Firm: PO Box 19 Orangeburg NY 10973
Check All That Apply: [ ] Micro Business [ ] Small Business [ ] Woman-Owned Business [ ] Minority-Owned Business
RFP Notification received via: [X] eVA [ ] Newspaper [ ] Other:
DSBSD Certification No.: Expiration Date:
Virginia Contractor License No.: Class:
Specialty Codes: SCC No.:
eVA Vendor ID or DUNS No.: DUNS# 608002767 FEIN: 20-315-7223
Submitted By (Print Name & Title): Kate Coffey, President
Email: Kate@eddytrips.com Telephone: 914 595 7349
Website: www.eddytrips.com Fax: 914 500 2313
Signature (In Ink): [Signature] Date: 5/11/2015

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 WORK..... 3

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS: ..... 3

    A. GENERAL..... 3

    B. SPECIFIC..... 4

VI. TIMELINES AND KEY DATES..... 7

VII. EVALUATION AND AWARD CRITERIA..... 7

VIII. CONTRACT ADMINISTRATION..... 7

IX. GENERAL TERMS AND CONDITIONS..... 8

X. SPECIAL TERMS AND CONDITIONS..... 8

XI. PRICING SCHEDULE..... 12

XII. METHOD OF PAYMENT..... 12

XIII. ATTACHMENTS..... 13

    A. FY2015 UMW INTERNATIONAL TRAVEL SPEND..... 14

    B. SWaM INITIATIVE LETTER..... 15

    C. SMALL BUSINESS SUBCONTRACTING PLAN..... 16

    D. SMALL BUSINESS SUBCONTRACTING REPORTING INSTRUCTIONS..... 18

    E. SAMPLE UMW STANDARD MASTER AGREEMENT FORM..... 19

- 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

## Questions from Page 4 of 19

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.

*\$2,000,000*

## Questions from Page 5 of 19

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.

*Plan student group travel worldwide, sample itineraries attached*

- a. Specify the international locations to which your firm has experience in providing travel management services.

*Worldwide*

- 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.

*I have 25 years experience planning travel and have worked in all aspects of the business. I started my career in the airlines business in London and did individual reservations, moving on to accounting and assisting sales and marketing for the airline. I studied marketing in London and continued my career working for a air consolidator that represented over 30 major airlines. I then moved to Australia and worked in the hotel and restaurant business.*

*On my arrival in the USA I worked for a private contractor that operated the tour department for Continental Airlines. I was the group travel manager for all their US destinations and was responsible for arranging, flights, hotel, ground transportation, meeting space, sightseeing and meals for these groups*

- 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.

*Example attached.*

- d. Describe the ability of your firm to offer professional trip counseling for faculty directors for complex or unique itineraries.

*Having travel extensively worldwide and having the pleasure of living in Europe, Australia and the USA, I have used my personal and professional experience to assisted faculty directors that may not be as well traveled and need guidance in the booking process.*

- e. Describe your firm's ability to provide tour guides and/or interpreters on an as-needed basis during international travel.

*Being in business for almost a decade we have built up a wonderful team of tour guides/interpreters.*

*We provide a professional licensed tour guide on all out trips both domestically and internationally*

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.

*As a tour operator we receive preferred rates at such venues which we pass on to our clients*

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.

*We have established cooperation with tourist advisory offices in most major cities and can draw on their local knowledge to find the most authentic restaurants. For large groups we would provide the menus usually about 4 weeks prior to travel and meal selections would be submitted in advance to the restaurant with the exception of any restaurants providing buffet meals.*

*Our local tour guides are also a valuable resource for restaurants recommendations as they escort groups to these restaurants on a daily basis.*

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.

*We would prepare a power point presentation with all relevant travel information for participants and a representative from Edu Trips would travel to the campus to present at no cost to your organization*

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.

*Most hotels we contract with have meeting space and a dedicated meeting planner in-house to assist us with all the needs for our client's presentations. College and Universities also have in-house meeting planners and we would cooperate with these people on a request basis.*

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.

N/A

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.

*Examples attached*

b. Describe firm's ability to provide charter transportation and the types available by location.

*We can provide either bus or plane charter on a contract basis as per the request from the group*

c Describe all travel insurance available at no cost to the University.

Answered in D

d. Describe any Common Carrier and Flight Insurance that would be made available to University travelers at no additional cost to the University.

*C & D .... We contact with MH Ross for Travel Insurance and the insurance is automatically included in the cost of the package. They provided insurance designed specially for student groups.*

*See sample of coverage:*

#### **Why Buy Travel Insurance?**

Travel insurance is designed to cover you, your belongings and the cost of your travel arrangements against a variety of unforeseeable reasons that may affect you or your travel plans.

Emergencies happen when you least expect it. Travel insurance provides coverage for Trip Cancellation or Interruption; Medical Emergencies; Baggage (loss, damage or delay) or Travel Delay and much more. Plus, we offer our exclusive One Call 24-hour Traveler Assistance Service to help you with emergency situations that arise during your trip.

Many travel products are non-refundable, and the best airline and cruise deals usually come with few options if you can't actually take your trip.

**Baggage/Personal Effects Loss  
Bankruptcy & Default Protection  
Trip Cancellation or Interruption  
Medical/Dental Coverage  
Terrorist Incidents**

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.

*Refunds would be governed by the specific tour contract signed by the university and are subject to the tour dates and times.*

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.

*For individual travel; itineraries are provided immediately in electronic format.*

*For group travel all tickets and final itineraries are provided four weeks prior to departure*

g. Describe the information provided on standard itineraries.

*See sample attached*

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.

We consult with the consulates for the countries that we have planned groups for. As most schools plan at least 6 to 12 months ahead we have ample time to do such. Edu Trips only provides visa information on a contract basis to each school

i. Specify the firm's ability to provide Passport and Visa services. Include all associated costs.

*Edu Trips do not provide passport services, this can easily be done by the traveler through their local post office or passport office.*

*Edu Trips only provide visa services on a contract basis with schools. We do not provide general visa services.*

j. Trip itineraries for the entire group shall be provided to the University faculty director in charge of the trip, unless otherwise specified.

## Questions from Page 6 of 19

k. Describe how the firm ensures accuracy in booking, invoicing, and itineraries. Specify if original receipts shall be provided to the University.

*We have a customized database designed specifically for our tour company.  
It is capable of generating invoices and itineraries for each client.  
It also tracks all incoming payments from clients and any out going payments to vendors  
All services are tracked through our system.*

*As most venues have preferred tour operator rates that are confidential an original receipt would not 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.

*Edu Trips does not provide immunization information.*

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.

*Edu Trips use standard hotels for group trips and the type of hotel is determined by the school's budget.  
Occasionally our company will request dormitories from a recognized university.  
Edu Trips does not provide apartments or houses as accommodations*

a. Provide resumes for key personnel (particularly the single point of contact 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.

*Attached*

b. Specify how invoicing will demonstrate exactly how the cost per traveler was determined. Provide an invoice example.  
Attached

c. Describe how payment is accepted.

*Check, credit card or ACH transfer*

d. Describe billing and payment terms. Specify if deposits are required and when full payment is due.

*All deposit and payment are related to the dates & times of the planned tour. See sample contract attached.*

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.

*All deposit and payment are related to the dates & times of the planned tour. See sample contract attached.*

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.

*All tour itineraries are provide in writing via email and once Edu Trips receive a signed contract for that trip, the prices are guaranteed to the school.*

g. Describe how the firm would ensure that post trip reconciliation charges or surcharges, previously unapproved by the University are not levied.

*All prices are guaranteed as per the agreed contract .*

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.

*Edu Trips do not provide currency advice. Prices are guaranteed as per the signed contract.*

i. Describe how the firm obtains the most favorable rates in regard to international travel for large groups.

*25 years of professional travel planning experience allows us to obtain the best possible prices for our tour company and pass those along to our clients.*

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.

*The biggest cost to the University on international study programs, is airfare & Hotel.*

*We always offer the opportunity to fly direct to the desired destination or save money by doing connecting flights. Where there are several airlines that service that destination we would request group rates from each one to compare.*

*We would also offer the university a range of hotel categories to compare pricing*

*We also would advise on the break point on number of students traveling.*

5. Provide an Emergency Operations Plan to support UMW faculty, staff and student travelers, inclusive of emergency contact information (24/7).

Group leader is supplied with the personal cell phone of the tour planner on the final itinerary for emergency purposes

Group leader will also be supplied with the tour guides personal cell phone number for emergency purposes and the tour guide will be the local point of contact to assist in the case of emergency.

Tour guides will room at the same hotel as the group and be on hand for emergencies 24/7

Our travel insurance company provided a 24 hour emergency helpline for all our travelers

In addition; we register the group will the local US Consulate so the staff there are aware of the present of the group in that place over the dates specified.

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.

*We collect all the traveler's emails and cell phone numbers prior to departure . Each participant would receive an email and a text message in the event of a travel warning. In addition their assigned tour guide would receive the same information and relay it in person.*

*We register the group with the local US Consulate so they are aware of the presence of the group in that place over the dates specified. The group can always reach out to their local consulate.*

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.

*The group leader should immediately contact his tour guide and then the Edu Trips group planner and advise of the problem. He or she will then determine the best possible plan of action.*

6. Describe how the firm ensures that all local state and federal laws and regulations are followed.

*Edu Trips follow all state and federal laws and regulations*

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.

*Attached.*

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
<b>Total</b>	<b>100</b>

- 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/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.

**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](mailto: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)

**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
<b>Total Planned Subcontracting Spend (\$)</b>					

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

## 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    You are here: Home / Vendors    Vendor Resources  
 Contracts    **SWaM Reporting**    Vendor Policies and Guidelines  
 Laws, Policies and Procedures    SWaM Subcontractor Reporting    Vendor Registration Requirements  
 Forms    The University of Maryland System    SWaM Reporting    Vendor Survey  
 Training    all small business spend    The University of Maryland System    Vendor Survey  
 Small Purchase Credit Card    business spend, importance is also placed on utilizing local woman-owned and minority-owned businesses  
 Directions and Maps    to ensure goods and services for the university. UMMS's goal is to have a total SWaM (small, woman-owned, minority-owned) spend of 10% of the total procurement spend.

Virginia's Total e-Procurement Solution!

**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				

**SWaM Subcontractor Reporting**

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

**Vendor \***      **Contract Number**

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

**Name \***

First      Last

Please enter the SUBMITTER'S first and last name

**Email \***

Please enter the SUBMITTER'S email address

**Select Reporting Method \***

Upload Spreadsheet/Document

Manual Input

**Additional Comments/Information**

Please provide any relevant comments or information

**Captcha**

chromate *miniglan*

Type the text      CAPTCHA

<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.