



INVITATION FOR BIDS (IFB)

ISSUE DATE:

18 March 2018

IFB NUMBER & TITLE:

UCPUMW 18-804/Waste Management

BID DUE DATE & TIME:

16 April 2018 no later than 4PM

ISSUING AGENCY & ADDRESS:

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

WORK LOCATION:

University of Mary Washington (All Locations)

COMMODITY CODE(S):

91027

PRE-BID CONFERENCE:

☐ Optional ☒ Mandatory ☐ N/A

DATE & TIME: 28 March 2018, 10AM

PRE-BID LOCATION:

Physical Plant, Hanover Street, Fredericksburg, VA 22401

CONTRACT OFFICER:

Patricia A. Canciglia

EMAIL: pcancigl@umw.edu

PERIOD OF CONTRACT:

1 June 2018 – 31 May 2019 with five (5) one-year renewable options that if exercised will extend the term of the contract to 31 May 2024.

In compliance with this Invitation for Bid (IFB) 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 bid or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided below and in schedule or attachment of this document is true, correct and complete.

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID

Name of Offering Firm: \_\_\_\_\_

Address of Offering Firm: \_\_\_\_\_

DSBSD Designation (Check All That Apply): ☐ Micro ☐ Small ☐ Woman-Owned ☐ Minority-Owned

DSBSD Certification No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Virginia Contractor License No.: \_\_\_\_\_

Class: \_\_\_\_\_

eVA ID or DUNS No.: \_\_\_\_\_

FEIN: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Website: \_\_\_\_\_

Fax: \_\_\_\_\_

Submitted By (Print Name & Title): \_\_\_\_\_

Signature (In Ink): \_\_\_\_\_

Date: \_\_\_\_\_



## INVITATION FOR BIDS (IFB)

**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 **Close of Business 9 April 2018**.

**BIDS:** Sealed Bids for furnishing the goods/services described herein must reach the listed Issuing Agency Address by the deadline stated above in order to be considered. It is the responsibility of the bidder to ensure that the bid is received on time.

- a. Bids must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this IFB.
- b. If bids are mailed, send directly to issuing agency and Contract Officer shown above. If bids are hand delivered, deliver directly to a Procurement Services staff member only.
- c. All contracts will be made available through UMW's Public Contracts Portal  
<https://umw.cobblestonesystems.com/public/>.
- d. **BIDS MUST INCLUDE COMPLETED COPIES OF ATTACHMENTS A THROUGH E.**

**ADDENDA:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Bidder to check for all changes to the IFB prior to submission.

**INCLEMENT WEATHER/SUSPENDED SCHEDULE:** Bid receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is the Bidder's responsibility to check UMW's website or call for closing information: [www.umw.edu](http://www.umw.edu) or (540) 654-2424.



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***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 bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment***



I. **PURPOSE:** The University of Mary Washington ('UMW' or 'the University') is soliciting bids from qualified Contractors in order to establish **a single contract** to provide trash collection/disposal and recyclable material hauling/handling services for the University of Mary Washington buildings and properties (including, but not limited to Fredericksburg, Stafford and Dahlgren Campuses). This solicitation includes Cooperative Language (reference Special Terms and Conditions #12) which will permit other agencies to use this contract.

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. Additional information is available at: <http://www.umw.edu/about/>

III. **BACKGROUND:** UMW's current contract for this support (IFB 12-37) is set to expire this year. An estimated \$110,000 in annual services have been acquired under that contract. **Currently waste removal and the bulk of recycling are handled by a single contractor. Scrap metal is handled by a second contractor. Because of guaranteed dividends for scrap metal, it is anticipated that the services will remain divided. It may be combined if advantageous to the University. The University will not guarantee any particular usage amount during any period of the resulting contract; nor will it be held responsible in any way if contract usage does not meet this estimate.**

IV. **SCOPE OF WORK:**

A. **Requirements:**

1. The Contractor shall provide all labor, equipment, materials and supplies necessary to collect and dispose of all trash/refuse (**except infectious waste**), to haul and process recyclable material generated in UMW buildings/properties (**owned or leased**). Services shall be performed in a manner that is in total compliance with the provisions set forth in these specifications and shall provide a healthy, pest-free, and odor-free environment around the pick-up areas of each building/property.
2. The Contractor shall make clear the location and methods of using landfill space and specify the Materials Recovery Facilities that will be utilized for recyclables. All container call-in requests to the Contractor are to be serviced within 24 hours of the call.

B. **Equipment:**

1. Front-loading refuse and front-loading recycling compactor truck-- The Contractor shall be equipped with an adequate number and range of vehicles including front-loading compactor trucks, designed to pick up and empty a full range of containers on location including from 2 cubic yards to 10 cubic yards. The body of the truck shall be completely enclosed, have an approved compaction system, and shall be so designed and operated that there will be no spillage of trash, recycling or **liquids** either during the loading or transporting of trash/recycling. The Contractor shall be responsible for cleaning up any spillage or leakage from his equipment (**including containers**). If material is piled up around a container, the Contractor is to call the Owner's representative at its earliest convenience and give notice of the excess material so that the Owner's representative can address the problem. Drivers shall pick-up/remove any material dropped/leaked during servicing of containers. Driver shall



open all enclosure gates upon service and close them as well as also unlock and lock all compactor room doors regardless if they were open or closed upon arrival.

2. Refuse/Recycling Containers – The Contractor shall furnish a full range of collection containers from two cubic-yard to thirty yard and twenty yard roll-off containers both, closed and open, located and picked up in accordance with the following schedule:

WASTE CONTAINERS	
Location	Service Per Week
Anderson Center	1 Time
Arrington Hall	6 Times
Bushnell Hall	3 Times
Westmoreland Hall/Tri Units	4 Times
Dahlgren Campus	1 Time
Eagle Village N 2 Yard Compactor	6 Times
Eagle Village S 2 Yard Compactor	6 Times
Jefferson Hall	1 Time
Jepson Alumni Executive Center	1 Time
Jepson Hall	3 Times
Lee Hall	3 Times
Marshall Hall	2 Times
Mason Hall	3 Times
Monroe Hall	4 Times
Physical Plant	3 Times
Physical Plant	Alternating Schedule
Randolph Hall	3 Times
Russell Hall	Alternating Schedule
Simpson Library	3 Times
Stafford Campus N	2 Times
Stafford Campus S	3 Times
UMW Apartments	1 Time
UMW Apartments	1 Time
Westmoreland Hall	2 Times
Tennis Center	2 Times
Hostess Building	3 Times
Woodard Hall	1 Time
Physical Plant 30 Yard Roll-Off	1 Time
Hostess Building 30 Yard Roll-Off	2 Times
University Center 28 Yard Compactor	On Call
Hurley Center 34 Yard Compactor	On Call
	On Call



RECYCLING CONTAINERS	
Eagle Village N 2 Yard Single Stream	6 Times
Eagle Village S 2 Yard Single Stream	6 Times
Anderson Center Single Stream	1 Time
Dahlgren Campus Single Stream	1 Time
Simpson Library Single Stream	2 Times
Lee Hall Single Stream	2 Times
Physical Plant Single Stream	3 Times
Physical Plant Single Stream	3 Times
Woodard Single Stream	2 Times
Stafford Campus N	1 Time
Stafford Campus S	1 Time
UMW Apartments Single Stream	1 Time
UMW Apartments Single Stream	1 Time

Schedule may be adjusted during the term of the contract. All schedule changes will be subject to established pricing identified in the Pricing Schedule.

The body of the truck shall be so designed that there will be no spillage of trash, recycling or liquids either during the loading or the transporting of trash/recycling. The Contractor shall be responsible for cleaning up any spillage or leakage from his equipment. The containers shall be of metal construction, designed for heavy trash service or recycling. The containers shall be designed to provide rodent-proof, animal-proof, and wind-proof storage for the contents of the container. The containers shall be painted. The eight and ten-yard containers shall be equipped with operable side and top doors so that the container may be loaded from the top or side. Containers shall be marked designating their intended usage. Containers must meet all Health Department Standards. Integrity of bottom and drain plugs must be maintained to prevent rodent entry and any liquid leakage. Containers shall be cleaned and sanitized as required.

The Contractor shall disinfect containers at least quarterly or more frequently, if needed, to maintain a healthy, odor-free environment. Containers shall be freshly painted a minimum of once annually and have all appropriate signage affixed. The Owner's Representative shall periodically inspect the containers to ensure they are in good repair, properly painted, and acceptable for use. Containers shall be exchanged, at no additional cost, if unsightly, damaged, or unusable at the Owner's Representative discretion, within five working days.

The Owner's Representative must approve all types, styles, and sizes of openings in containers that will be used for recyclable material.



**C. Personnel:**

1. Contractor shall provide an adequate number of competent, reliable, and properly trained personnel to provide the services required. Employees shall be uniformed and identified as employees of the Contractor.
2. Contractor shall provide competent driver(s) who possess a valid Virginia certified driver's license for the type and size of vehicle being operated and adequate number of personnel on hand and an auto loaded compactor truck to ensure that trash and refuse is loaded properly and to ensure cleanliness of the trash staging area.
3. The Contractor shall furnish adequate personnel and equipment on his trucks to clean-up the area around each container after it (container) has been emptied into the compactor truck.
4. The Contractor shall have available during his normal pick-up schedule a Supervisor whom the Owner's representative may call for emergencies or call back if the need arises.

**D. Conduct of Employees:**

1. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not enter any building except as authorized.
2. The Owner's Representative reserves the right to request the removal of any of the Contractor's personnel. Should the Owner's Representative observe any action by Contractor personnel that requires correction, he shall immediately report the action to the Contractor's supervisor, who in turn shall take immediate corrective measures. In the event the Contractor's supervisor does not take satisfactory corrective action, the Owner's Representative may exercise the Owner's Representatives option of requesting the removal of the offending Contractor's employee from State property, provided the Owner's Representative feels that the offensive action warrants removal.
3. It is agreed (but not limited to) that any one of the following actions by the Contractor's employee(s) is a reasonable cause for removal:
  - a. Employee is in any portions of the building which his presence is not required by his work.
  - b. Using any telephone except those designated for the use of the Contractor's employees.
  - c. Opening any drawers, cabinets, files, etc., or reading or removing any letters, documents, etc.



d. Wearing any unusual, bizarre, or inappropriate clothing or make-up while on the job.

e. Engaging in loud, boisterous, or unworkmanlike conduct.

4. The Contractor shall be responsible for any and all CITATIONS received.

5. Transportation to the approved landfill site shall be accomplished by the Contractor using vehicles that ensure there will be no spillage of trash and refuse, both during loading and transporting. If spillage occurs, the Contractor shall assume all liability and shall be responsible for pick up the spilled or overflow trash and refuse.

6. Contractor shall be responsible for cleaning up and removing any spillage or leakage in accordance with State and Federal environmental regulations.

7. Should inclement weather conditions or problems beyond the control of the Contractor interrupt, or delay service, the Contractor shall:

a. Advise the Agency of the stoppage or delay;

b. Advise the Agency of the alternate pick-up date; and

c. Credit the Agency for any service not made before the next scheduled pick up.

**E. Deletion/Addition of Pick-up Points:**

1. The Owner's Representative, upon written notice to the Contractor, reserves the right to delete pick-up points or decrease frequency of pick-ups. In the event the pick-up point is deleted or frequency decreased, the Contractor shall reduce his monthly invoice in the amount of the monthly service charge for the changed service.

2. The Owner's Representative may add pick-up points or increase frequency of pick-ups as needed. The cost of additional pick-up points or increased frequency shall be in accordance with established rates, and the Contractor shall increase his monthly invoice in the amount of the monthly service charge for the changed service. Changes made in frequency or pick-up locations occurring during the billing cycle shall be pro-rated in compliance with completed pricing schedule herein.

**F. Trash Removal:** Once trash/recycling is loaded into the Contractor's container, the contents of the container shall be considered the property of the Contractor and shall be disposed of in a legal and acceptable manner.

1. Upon execution of disposal services, the Contractor shall issue a certificate to the University of Mary Washington Safety Office by the operators of the disposal site verifying that the waste was disposed of at the approved location and in accordance with all applicable requirements from the Virginia Department of Environmental Quality (DEQ) and US Environmental Protection Agency (EPA) within 14 days of pickup.



2. Eagle Landing Residence Hall has two interior trash and recycling sites. Each site has a 2-yard trash compactor. The Owner will provide the Contractor with a key for access. Security of the key and the site is a priority. The Contractor is responsible for removing the disconnected containers from the interior site for disposal and returning the container to the interior site. The Contractor is not to leave the container outside unless specific permission has been given by the Owner's Representative. The Owner is responsible for connecting and disconnecting the containers.

**G. Recyclable Materials:**

1. Single Stream recyclable materials at this time are: commercial mix paper, (office paper, cardboard, magazines), co-mingled glass, aluminum, bi-metal and plastic (1-7). Single Stream recycling refers to a system in which all paper, plastics, aluminum and other containers are mixed, instead of being sorted by commodity.

2. It shall be the intent of the Commonwealth to expand its recycling program to include other recyclable materials. In the event that the volume of any other recyclable material becomes great enough to warrant periodic pick-ups, the Owner's Representative shall have the option of modifying the contract. The Owner's Representative may request the Contractor remove recyclable material as the need arises. The Owner's Representative shall be billed for such requested service at the rate specified in the pricing schedule for non-scheduled pick-ups/hauling.

3. Rejected loads/contaminated recyclable material shall be handled as solid waste. The Owner's Representative shall be notified prior to removal of contaminated recyclable loads from Campus for verification or as soon as contamination is determined, by phone and documented with photographs and a written description.

4. Eagle Landing Residence Hall has two interior trash and recycling sites. Each site has a 2 yard single stream recycling container. Single stream recycling refers to a system in which all paper, plastics, aluminum and other containers are mixed, instead of being sorted by commodity. The Owner will provide the container with a key for access. Security of the key and the site is a priority. The Contractor is responsible for removing the containers from the interior site for disposal and returning the container to the interior site and locking the door after each visit. The Contractor is not to leave the container outside unless specific permission has been given by the Owner's Representative. The Owner is responsible for connecting and disconnecting the containers.

**H. Reporting:**

1. Landfill tickets and recyclable material tickets shall be included as documentation with monthly billing.

2. The Contractor shall report on a monthly basis to the Owner's Representative the actual weight waste and recycling activity for that month and accumulative for the year. The report



shall include quantities removed, disposition of recyclables and revenue returned to UMW.

I. **Holidays:** No services will be required on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Christmas Day

J. **Pricing:** Pricing of this contract shall be by container size, pick-up frequency, and usage as indicated on the pricing schedule. Each location listed on the pricing schedule shall list a monthly service charge for Trash Removal and/or monthly service charge for Recyclable Material Removal. The Contractor should describe the computation for "Market Value" of recyclables and how this would affect Owner's Representative (Rebate), as well as an anticipated range of expected change. The monthly trash removal charge for front-end containers shall include the total landfill fee. 30 and 20 yard roll-offs shall be priced by rental, hauling and tipping fees listed separately. The Contractor should include in his bid a unit price to remove rejected/contaminated recyclable material.

K. **Billing:**

1. The Contractor shall submit an invoice for services provided on a monthly basis and shall be accompanied by copies of all landfill and recycling disposal tickets, which must include separate totals of tonnage disposed of from each container. No extra fee shall be added for Credit Card Payments.

2. The Contractor shall show all revenue received for recycled material on the monthly invoice, including weight tickets per haul for each month. Any revenues should be used first to cover all fees (rental/pick up). Remaining revenue shall be mailed to the facility's Accounts Receivable Office in the form of a check made payable to University of Mary Washington. If fees are more than revenues for any given month, the invoice (showing the breakdown of fees less revenue) and accompanying weight tickets are to be forwarded to the University of Mary Washington for processing.

3. Payment Terms: Payment will be made NET 30 days on a monthly basis upon completion of service, submission of a correct invoice for payment by the Contractor and acceptance of work by the Owner's Representative. Invoices are to be submitted monthly, no later than the 20<sup>th</sup> of the month following delivery of service, and will include the following information in a line item format or by supporting documentation:

a. Separate line item for each location;

b. Date container was picked up (if the container was picked up more than scheduled pick-up or on-call);

c. Separate gross, tare and net weights (documentation);



d. Weights of recyclable materials.

*Invoices returned due to disputed content shall be corrected and resubmitted prior to the next billing due date.*

L. **General Requirements** related to assignment of work under this contract. The Contractor shall:

- Permit the University, its agents, any public authority and their representatives' access to the work area for inspection. All work is subject to final approval by an authorized representative of the University upon completion.
- Implement and adhere to proper safety and health precautions to protect, at a minimum, all of its work, its employees, the public, and University personnel and students.
- Contractor shall normally provide required services between the hours of 8:00AM and 5:00PM, Monday through Friday, holidays excluded; however, the University reserves the right to adjust Contractor's working hours whenever it is deemed to be in the best interest of the University. Such adjustment will be communicated to the Contractor twenty-four (24) hours before work is to begin.
- Contractor shall provide sufficient workforce to provide services required by the University within an acceptable timeframe in order to prevent unnecessary down time.
- All work which does not meet the University approval shall be corrected immediately.
- The Contractor shall assign a Coordinator to review all billings to assure complete and accurate information and to act as contact person to the University.
- Damages caused by the Contractor's negligence or nonfeasance shall be repaired at no cost to the University.
- Failure to meet response time requirements established above without the University's concurrence may result in the Contractor being considered in default of the Terms and Conditions of this contract.
- The Co-mingling of Recycling and Trash in the same truck is strictly prohibited and may result in the Contractor being considered in default of the Terms and Conditions of this contract.

N. **Reporting and Delivery Requirements:**

1. Department Vendor/Contractor Cards (non-photo ID cards): All Vendors/Contractors entering residence halls must visibly wear a special ID card. Each Vendor must sign in individually. The Contract Administrator will provide approved list of contractors and vendors to the University Police Office for access to facilities. ID cards will be issued by the University Police and will only be issued to Vendors/Contractors who are on the pre-approved department list. Cards must be returned to the University Police Office at the end of the workday. Vendors/Contractors are responsible for all costs association with mitigation of risk and replacement cost of lost cards.

2. Keys shall be provided by the University to allow performance of the contract. The supervisors shall be responsible for all keys assigned to unlock spaces and for the security of the building. Supervisors shall not leave spaces open when not working in that area. Keys shall be picked up each workday from the location designated by the University. Keys are to remain on campus at all times and shall be returned to the designated location at the end of each workday. Contractor is responsible for risk mitigation and replacement of lost keys and/or re-keying if necessary at no additional cost to the University.



3. The Supervisors shall be responsible for the conduct and performance of the Contractor's employees, in addition to being in compliance with the following rules:

- a. Contractor employees appearing to be under the influence of alcohol or drugs shall not be permitted on University premises.
- b. No loud, boisterous or rude conduct shall be permitted.
- c. Contractor employees shall not use or tamper with office machines, equipment and Agency employees' or students' personal property at any time.
- d. Contractor employees shall not use Agency telephones at any time.
- e. No smoking or vaping on the premises.
- f. Neither radios, portable music sources, nor the use of residence hall televisions shall be permitted.
- g. Unauthorized Personnel – The Contractor employees are not to be accompanied to their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized contractor employee performing work under the contract.
- h. Uniforms: Contractor employees shall be uniformed in readily identifiable clothing at all times when performing work under this contract. Uniforms shall be provided by the Contractor at no cost to the University. Each Vendor vehicle parking on UMW campus shall be clearly identified with Company name logo.

**V. CONTRACT ADMINISTRATION:**

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

**VI. 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/umw-policies-and-procedures-2/>.

**VII. SOLICITATION SPECIAL TERMS AND CONDITIONS:**

- **ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- **AWARD OF CONTRACT:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any



tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

- **BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package). The envelope or package shall be addressed as directed on page 1 of the solicitation. If a bid is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or bids should be placed in the envelope.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Bid Due Date & Time

\_\_\_\_\_  
UMW IFB Number

\_\_\_\_\_  
UMW IFB Title

\_\_\_\_\_  
Street #/Name or P.O. Box #

\_\_\_\_\_  
City, State and Zip Code

- **BID EVALUATION PROCEDURE:** The University will tabulate bids using the following situation. *This example is for informational purposes only. Bidders are not to complete this section.*

**SINGLE STREAM RECYCLING**

**REMOVAL: COST 8 YARD CONTAINER (BASED ON CURRENT USAGE):**

Item for Pricing	Unit	Bid Per Unit	Quantity	Extended Total
Monthly Rate—2 pickups per week— Single Stream Recycling	Monthly	\$ _____	3	\$ _____
<b>Total Bid Price (E)</b>				\$ _____

**REMOVAL: COST 10 YARD CONTAINER (BASED ON CURRENT USAGE):**

Item for Pricing	Unit	Bid Per Unit	Quantity	Extended Total
Monthly Rate—1 pickup per week— Single Stream Recycling	Monthly	\$ _____	2	\$ _____
<b>Total Bid Price (F)</b>				\$ _____

**REMOVAL: COST 2 YARD CONTAINER (BASED ON CURRENT USAGE):**

Item for Pricing	Unit	Bid Per Unit	Quantity	Extended Total
Monthly Rate—6 pickups per week— Single Stream Recycling	Monthly	\$ _____	2	\$ _____
<b>Total Bid Price (G)</b>				\$ _____



<b>WASTE</b>
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<b>REMOVAL: COST 8 YARD CONTAINER (BASED ON CURRENT USAGE):</b>
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Item for Pricing	Unit	Bid Per Unit	Quantity	Extended Total
Monthly Rate—3 pickups per week— WASTE	Monthly	\$ _____	8	\$ _____
<b>Total Bid Price (H)</b>				\$ _____

<b>REMOVAL: COST 10 YARD CONTAINER (BASED ON CURRENT USAGE):</b>
--

Item for Pricing	Unit	Bid Per Unit	Quantity	Extended Total
Monthly Rate—1 pickup per week— WASTE	Monthly	\$ _____	2	\$ _____
<b>Total Bid Price (I)</b>				\$ _____

<b>2 YARD COMPACTED WASTE:</b>
--------------------------------

Item for Pricing	Unit	Bid Per Unit	Quantity	Extended Total
Monthly Rate—6 pickups per week— WASTE	Monthly	\$ _____	2	\$ _____
<b>Total Bid Price (J)</b>				\$ _____

<b>30 YARD ROLL OFF FOR CONTAINER – WASTE OR CONSTRUCTION DEBRIS. 1 PICKUP PER MONTH, EACH PICKUP IS ONE TON IN VOLUME:</b>
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Item for Pricing	Unit	Bid Per Unit	Quantity	Extended Total
Monthly Rent	Monthly	\$ _____	1	\$ _____
Tipping Fee Per Ton	Ton	\$ _____	2	\$ _____
Hauling Fee Per Pickup	Pickup	\$ _____	2	\$ _____
<b>Total Bid Price (K)</b>				\$ _____

\*Sum of Total Bid Pricing E+F+G+H+I+J+K

<b>LUMP SUM BID PRICE (Total Monthly Waste Removal, Monthly Recyclable Removal):</b>	
--	--

- BID PRICES:** Bids shall be in the form of a firm unit price as specified on the Pricing Schedule. The rates specified by the bidder shall include profit and all such direct and indirect overhead costs such as transportation, general and administrative cost, etc. Hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, materials acquisition, handling and delivery, or for movement of Contractor-owned or rental equipment is not chargeable directly, but is overhead and must be included in the rates bid for supply/service. When estimates of cost are requested, these are not to be charged directly, but must be included in the basic labor rate bid amounts as Overhead.



- **CONTRACTOR DATA SHEET:** The bidder shall complete the Contractor Data Sheet being sure to include three (3) recent references for which the bidder has done a similar job of comparable size. Reference Attachment C.
- **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods/services specified, and shall remain properly licensed during the life of the Contract.
- **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- **LATE BIDS:** To be considered for selection, bids must be received in the issuing office by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the issuing office. Bids received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intradepartmental University mail system. It is the sole responsibility of the Bidder to ensure that its bid reaches the issuing office by the designated date and hour.
- **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by §2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the solicitation. Negotiations with the low bidder may include both modifications of the bid price and Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.
- **PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the University to determine if the product offered meets the requirement of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.
- **UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each Bidder to inquire about and clarify any requirements of this solicitation that are not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible Contract Officer in the Procurement Services Office. Offerors must ensure that written inquiries reach the Contract Officer at least ten (10) calendar days prior to the time set for receipt of bids. A copy of all questions and the respective response will be provided in the form of an addendum to all Bidders who have indicated an interest in responding to this solicitation. Your signature on your Bid certifies that you fully understand all facets of this solicitation.



- **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes that I have inspected the job site(s) and am aware of the conditions under which the work must be accomplished. Claims as a result of failure to inspect the job site(s), will not be considered by the University.
- **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

#### **VIII: CONTRACT SPECIAL TERMS AND CONDITIONS:**

1. **ADDITION AND/OR DELETION OF COVERED BUILDINGS:** During the contract period buildings may be acquired or new buildings constructed or expansions to existing buildings and would necessitate addition or deletion from the contract by the University. This shall be without penalty.
2. **ADVERTISING:** The Contractor shall not state in any of its advertising or product literature that the University of Mary Washington has purchased or uses any of its products or services, and the Contractor shall not include the University of Mary Washington in any client list in advertising or promotional materials.
3. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the University Contract Administrator and await positive identification of the suspect material. During the downtime in such case, the Contractor shall not disturb any surrounding surfaces, but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
4. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
5. **ADDITIONAL (FUTURE) GOODS AND SERVICES:** The University reserves the right to request from the Contractor to provide additional Goods and/or Services under similar and market-based pricing, terms and conditions, and to make modifications or enhancements to existing services. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Such newly introduced additional Goods/Services will be provided to the University at favored nations pricing, terms, and conditions.
6. **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 of Virginia, 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.



7. **AVAILABILITY OF FUNDS:** 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 hereafter become available for the purpose of this Agreement.
8. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.
9. **CONTINUITY OF SERVICES:** The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees: (i) to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; (ii) to make all Agency-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and (iii) that the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

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

10. **CONTROLLING VERSION OF SOLICITATION:** The PDF version of the solicitation and any addenda issued by the University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by the University of Mary Washington Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the bid; however, the University of Mary Washington reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by the University of Mary Washington Procurement Services.
11. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and



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

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

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

12. **CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON UMW PROPERTY:** The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on UMW property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University Contract Administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's employment of an individual outside of UMW.
13. **EXTRA CHARGES PROHIBITED:** The bid price shall be complete; and shall include all applicable freight and other charges; extra charges invoked by the contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. Credit card "check out fees" or surcharges MUST be disclosed as a flat fee or percentage of invoice total with the bid and shall be considered in the evaluation process. The University expects that these costs, as well as all contractor business expenses will be built into the Contractor's quoted price. The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.
14. **E-VERIFY PROGRAM: EFFECTIVE 12/1/13:** Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. *If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.*
15. **FIRE MARSHALL REQUIREMENT:** Absolutely no items are to be left/stored in hallways, stairways or



blocking any egress and must be observed at all times.

16. **FRATERNIZATION:** The University is entrusted with the safety of all students at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the Contractor's employee from University property, at a minimum, and/or can result in contract termination.
17. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
18. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the University as an Agency of the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
19. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address: University of Mary Washington, Procurement Services, Eagle Village Executive Offices, Suite 480, 1125 Jefferson Davis Highway, Fredericksburg, VA 22401.
20. **OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited.
21. **OWNERSHIP OF MATERIALS:** Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment.
22. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
23. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the Contractor's cost of labor/materials not to exceed the increase in Consumer Price Index (CPI-W). Price increases will only be authorized before exercise of option. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 60-days advance notice of any price increase to the Purchasing Office. Any approved price changes will be effective only at the beginning of an option period. Documentation shall be supplied with the contractor's request for increase which will verify the requested price increase is general in scope and not applicable just to the University and to verify the amount or percentage increase which is being passed on the Contractor by the Contractor's suppliers. The Purchasing Office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill any purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Purchasing Office.
24. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.



25. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the Contractor.
26. **PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and property. Any damage, including damages to finished surfaces, resulting from the performance of this contract shall be repaired to the agency's satisfaction at the Contractor's expense.
27. **PUBLIC POSTING OF COOPERATIVE CONTRACTS:** UMW maintains a web-based contracts database with a public gateway access. Any resulting contract to this solicitation will be posted to the publicly accessible website. In addition, any contract with cooperative terms will be posted to the VASCUPP website which is also publicly accessible. Contents identified as proprietary information will not be made public.
28. **RECYCLING POLICY:** It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff.
29. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for five (5) successive one-year periods under the terms of the current contract. Price increases may be negotiated only at time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of the contract.
30. **SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Director of Safety and Environmental Health upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.
31. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**  
It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a 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 Department of Small Business and Supplier Diversity (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.

Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD



certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not 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.

32. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
33. **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:
- a. Injuring another person physically;
  - b. Engaging in behavior that creates a reasonable fear of injury to another person;
  - c. Engaging in behavior that subjects another individual to extreme emotional distress;
  - d. Possessing, brandishing, or using a weapon that is not required by the individual's position while on state premises or engaged in state business;
  - e. Intentionally damaging property;
  - f. Threatening to injure an individual or to damage property;
  - g. Committing injurious acts motivated by, or related to, domestic violence or sexual harassment;
  - h. Any act that knowingly aids, facilitates, promotes or encourages the commission of prohibited conduct by another person; and
  - i. 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

- a. 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.
- b. Third parties: Individuals who are not state employees, but who have business interactions with state employees. Such individuals include, but are not limited to:
  - i. Customers, including applicants for state employment or services
  - ii. Vendors
  - iii. Contractors
  - iv. Volunteers



- v. Relatives
  - vi. Minors
  - vii. Unknown parties
- c. **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.
- 34. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Procurement 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.
- 35. SUBMISSION OF INVOICES:** All invoices shall be submitted within thirty (30) days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the thirty (30) day period will not be processed for payment.
- 36. USE OF PREMISES AND REMOVAL OF DEBRIS:** The Contractor shall:
- a. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
  - b. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
  - c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
  - d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end at all times the site of the work shall present a neat, orderly and workmanlike appearance.
  - e. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval from the Contract Administrator for parking in other areas.
- 37. WARRANTY (COMMERCIAL):** The Contractor agrees that the goods or services furnished under award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.
- 38. WARRANTY OF MATERIALS AND WORKMANSHIP:** The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.
- 39. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense.
- 40. WORK SITE USE:** The contractor expressly undertakes, either directly or through its subcontractor(s):
- a. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
  - b. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.



- c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

**IX. METHOD OF PAYMENT:** The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

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 charge 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, contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.
3. **Check or ACH:** Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with 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.

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

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



## ATTACHMENT A – BIDDER'S CHECKLIST

### GENERAL INFORMATION & LICENSE

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- ☐ Completed and signed IFB title page
- ☐ Signed addenda (if applicable)
- ☐ Copy of Company Certificate of Insurance and License to Operate in Commonwealth of Virginia
- ☐ Completion of all relevant Attachments (A-E). Note: All required pricing should be completed in Schedule D.
- ☐ Provide a Written Description of Market Value of Recyclables and effect on Owner's Rebate and anticipated range of expected change.
- ☐ Document the fact that your proposed pricing in Attachment D includes Total Landfill Fee and Recycling Fees.
- ☐ Provide a copy of your agreement for use of proposed Landfill.
- ☐ Include in your Bid a Unit Price to Remove Rejected/Contaminated Recyclable Material or Document the fact that there will be no cost to UMW to Remove Rejected/Contaminated Recyclable Material.
- ☐ Include Relevant additional licensing (DPOR Contractors Licensing if applicable) & certification.



**ATTACHMENT B  
POINT OF CONTACT INFORMATION**

**SINGLE POINT OF CONTACT**

CONTACT PERSON'S NAME	
CELL PHONE NUMBER	
IS CELL PHONE CAPABLE OF RECEIVING TEXT MESSAGES?	
BEEPER/PAGER NUMBER.	
TELEPHONE NUMBER – NORMAL WORKING HOURS	
TELEPHONE NUMBER – AFTER NORMAL WORKING HOURS	
FAX NUMBER	
EMAIL ADDRESS	

**EMERGENCY POINT OF CONTACT**

CONTACT PERSON'S NAME	
CELL PHONE NUMBER	
IS CELL PHONE CAPABLE OF RECEIVING TEXT MESSAGES?	
BEEPER/PAGER NUMBER.	
TELEPHONE NUMBER – NORMAL WORKING HOURS	
TELEPHONE NUMBER – AFTER NORMAL WORKING HOURS	
FAX NUMBER	
EMAIL ADDRESS	

**ADMINISTRATIVE POINT OF CONTACT**

CONTACT PERSON'S NAME	
CELL PHONE NUMBER	
IS CELL PHONE CAPABLE OF RECEIVING TEXT MESSAGES?	
BEEPER/PAGER NUMBER.	
TELEPHONE NUMBER – NORMAL WORKING HOURS	
TELEPHONE NUMBER – AFTER NORMAL WORKING HOURS	
FAX NUMBER	
EMAIL ADDRESS	

**INVOICING/PAYMENT POINT OF CONTACT**

CONTACT PERSON'S NAME	
CELL PHONE NUMBER	
IS CELL PHONE CAPABLE OF RECEIVING TEXT MESSAGES?	
BEEPER/PAGER NUMBER.	
TELEPHONE NUMBER – NORMAL WORKING HOURS	
TELEPHONE NUMBER – AFTER NORMAL WORKING HOURS	
FAX NUMBER	
EMAIL ADDRESS	

**RETURN THIS FORM WITH YOUR BID PACKAGE**



## ATTACHMENT C

### CONTRACTOR DATA SHEET

**QUALIFICATION OF CONTRACTOR:** The Contractor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

- Years in Business: Indicate the length of time in business providing the supplies/services requested.  
\_\_\_\_\_ Years \_\_\_\_\_ Months
- References: Indicate below a list of at least three (3) recent references, either commercial or governmental, for which this type of supply/service has been provided. Include the date the service was furnished, and the name, address and point of contact for the person the UMW has permission to contact, along with value of order and contract number and any other relevant information

Name and Address	Contact Person	Email Address	Phone Number	Description of Work Completed

**RETURN THIS FORM WITH YOUR BID PACKAGE**



## ATTACHMENT D

### PRICING SCHEDULE

MUST BE COMPLETED AND RETURNED WITH BID PACKAGE

The Bidder agrees to provide services in compliance with the Scope of Work and Terms and Conditions of this Invitation for Bid at firm rates as identified below. Failure to complete all of the rates and extended totals highlighted below or submission of a bid of \$0 will be cause for rejection of bid (via a non-responsive determination).

<b>WASTE</b>
--------------

CONTAINER	TIMES PER WEEK	PRICE PER MONTH
<b>2 YD COMPACTED WASTE</b>	1	\$ _____
	2	\$ _____
	3	\$ _____
	4	\$ _____
	5	\$ _____
	6	\$ _____
	7	\$ _____
	Non-Scheduled Pickup – Separate – One Time Charge	\$ _____
<b>2 YD WASTE</b>	1	\$ _____
	2	\$ _____
	3	\$ _____
	4	\$ _____
	5	\$ _____
	6	\$ _____
	7	\$ _____
	Non-Scheduled Pickup – Separate – One Time Charge	\$ _____
<b>6 YD WASTE</b>	1	\$ _____
	2	\$ _____
	3	\$ _____
	4	\$ _____
	5	\$ _____
	6	\$ _____
	7	\$ _____
	Non-Scheduled Pickup – Separate – One Time Charge	\$ _____
<b>8 YD WASTE</b>	1	\$ _____
	2	\$ _____
	3	\$ _____
	4	\$ _____
	5	\$ _____
	6	\$ _____
	7	\$ _____
	Non-Scheduled Pickup – Separate – One Time Charge	\$ _____
<b>10 YD WASTE</b>	1	\$ _____
	2	\$ _____
	3	\$ _____
	4	\$ _____
	5	\$ _____
	6	\$ _____
	7	\$ _____
	Non-Scheduled Pickup – Separate – One Time Charge	\$ _____



## ATTACHMENT D

### PRICING SCHEDULE (CONTINUED)

MUST BE COMPLETED AND RETURNED WITH BID PACKAGE

The Bidder agrees to provide services in compliance with the Scope of Work and Terms and Conditions of this Invitation for Bid at firm rates as identified below. Failure to complete all of the rates and extended totals highlighted below or submission of a bid of \$0 will be cause for rejection of bid (via a non-responsive determination).

<b>RECYCLING</b>
------------------

CONTAINER	TIMES PER WEEK	PRICE PER MONTH
<b>2 YD Recycling</b>	1	\$ _____
	2	\$ _____
	3	\$ _____
	4	\$ _____
	5	\$ _____
	6	\$ _____
	7	\$ _____
	Non-Scheduled Pickup – Separate – One Time Charge	\$ _____
<b>6 YD Recycling</b>	1	\$ _____
	2	\$ _____
	3	\$ _____
	4	\$ _____
	5	\$ _____
	6	\$ _____
	7	\$ _____
	Non-Scheduled Pickup – Separate – One Time Charge	\$ _____
<b>8 YD Recycling</b>	1	\$ _____
	2	\$ _____
	3	\$ _____
	4	\$ _____
	5	\$ _____
	6	\$ _____
	7	\$ _____
	Non-Scheduled Pickup – Separate – One Time Charge	\$ _____
<b>10 YD Recycling</b>	1	\$ _____
	2	\$ _____
	3	\$ _____
	4	\$ _____
	5	\$ _____
	6	\$ _____
	7	\$ _____
	Non-Scheduled Pickup – Separate – One Time Charge	\$ _____



**ATTACHMENT D**

**PRICING SCHEDULE (CONTINUED)**

MUST BE COMPLETED AND RETURNED WITH BID PACKAGE

The Bidder agrees to provide services in compliance with the Scope of Work and Terms and Conditions of this Invitation for Bid at firm rates as identified below. Failure to complete all of the rates and extended totals highlighted below or submission of a bid of \$0 will be cause for rejection of bid (via a non-responsive determination).

<b>ON CALL</b>					
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CONTAINER	COST FACTORS	PER TON	PER PICKUP	WEEKLY COST	MONTHLY COST
<b>Waste On-Call 30 Yard Open</b>	Tipping Fee	\$ _____			
	Rent			\$ _____	\$ _____
	Hauling		\$ _____		
<b>Recycling On-Call 30 Yard Open</b>	Rent			\$ _____	\$ _____
	Hauling		\$ _____		
	Contamination	\$ _____			
	Tipping Fee	\$ _____			
<b>Hurley Center 34 Yard Compactor Trash</b>	Tipping Fee	\$ _____			
	Hauling	\$ _____			
	University Owned				
<b>University Center 28 Yard Compactor Trash and Recycling</b>	Single Stream Recycling Tipping Fee	\$ _____			
	Contamination	\$ _____			
	Waste Tipping Fee	\$ _____			
	Hauling	\$ _____			
	University Owned				



## ATTACHMENT E

### SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH BID OR BID PACKAGE

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

#### DEFINITIONS:

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

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

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

Bidder Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### INSTRUCTIONS:

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



## ATTACHMENT E (CONT'D)

### Section A

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

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

DSBSD Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### Section B

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

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

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



ATTACHMENT E



UNIVERSITY OF  
MARY WASHINGTON

Procurement Services

TO: University of Mary Washington Supplier Community

FROM: Lynne Richardson *LR* 12/12/17  
Interim Vice President for Administration and Finance

RE: University Supplier Diversity Initiative

Greetings, University Supplier Community:

In order to achieve the University's mission of "providing a superior education that inspires and enables our students to make positive changes in the world," UMW relies on the support of its supplier community to provide necessary goods and services through its procurement processes.

A vital part of University procurement is its commitment to doing business with Virginia-certified small, women-owned, and minority-owned businesses and developing long-term partnerships in order to support both the mission of the University and the economic growth of the businesses in a fiscally responsible manner.

The University asks its suppliers to certify with the Department of Small Business and Supplier Diversity if qualified, or to show support for these certified businesses by establishing subcontracting alliances with these businesses. If vendors require assistance with small business certification, please contact the University's Small Business Development Center (SBDC) or the University's Procurement Services office.

Large businesses also play an important role in supporting the University's initiative by subcontracting work to Virginia-certified small businesses. If large businesses need assistance in locating small businesses for subcontracting, please visit the DSBSD website, or contact the University's Procurement Services office. Reporting small business subcontracting spend on a monthly or quarterly basis to the University's Procurement Services office is easy; a reporting template is located on Procurement's webpage: <http://adminfinance.umw.edu/procurement/swam-2/swam-reporting/>

As an agency of the Commonwealth of Virginia and as a community of globally minded citizens, this initiative is important to the University.

Again, the University thanks you for your continued support and partnership.

November 15, 2017



## ATTACHMENT E

### SWAM SUBCONTRACTOR SPEND REPORTING FORM LOCATED ON PROCUREMENT SERVICES WEBSITE

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

Business Services

## Procurement Services

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

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

You are here: Home / Vendors / Vendor Resources / Vendor Policies and Guidelines / Vendor Registration Requirements / **SWaM Reporting**

**SWaM Reporting**

The University of Maryland System, as an agency in the Commonwealth of Virginia, is required to report all small business spend. Vendor Survey. Minority Business Enterprise (DMBE). Along with small business spend, importance is also placed on utilizing local woman-owned and minority-owned businesses to procure goods and services for the university. UMMS goal is to have a total SWaM spend of \$10 million.

Virginia's Total e-Procurement Solution!

### SWaM Subcontractor Reporting

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

**Purchasing Dates and Deadlines**

July 2013

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

**Vendor \*** Please enter the name of the COMPANY

**Contract Number** Please enter the CONTRACT NUMBER

**Name \***

First Last

Please enter the SUBMITTER'S first and last name

**Email \***

Please enter the SUBMITTER'S email address

**Select Reporting Method \***

☐ Upload Spreadsheet/Document

☐ Manual Input

**Additional Comments/Information**

Please provide any relevant comments or information

**Captcha**

chromate mindinglan

Type the text

Privacy & Terms

Upload document – Excel or Word Only

Type in info for each sub



