



**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** February 12, 2018

**RFP NUMBER & TITLE:** RFP 18-788 Call Center/Tele-Recruiting Services

**PROPOSAL DUE DATE & TIME:** March 9, 2018 @ 2PM EST  
**NOTE:** Proposals received after the due date and time cannot be accepted.

**PROPOSAL DELIVERY ADDRESS:** University of Mary Washington  
Procurement Services /Reference RFP 18-788  
Eagle Village Executive Offices, Suite 480  
1125 Jefferson Davis Hwy., Fredericksburg, VA 22401

**WORK LOCATION:** Fredericksburg, VA

**COMMODITY CODE(S):** 91520

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

**CONTRACT OFFICER:** Michelle Pickham **EMAIL:** mmiller8@umw.edu

**PERIOD OF CONTRACT:** Date of Award through 3 years, with 3 one-year renewals or as negotiated.

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

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

**THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL**

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

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

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

eVA ID: \_\_\_\_\_ Tax ID: \_\_\_\_\_

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

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

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

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

## SEALED REQUEST FOR PROPOSALS (RFP)

**QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after **Tuesday February 27, 2018 by 2PM EST.**

**PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the goods/services described herein must reach the Proposal Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. **It is the responsibility of the offeror to ensure that the proposal is received on time.**

- a. Proposals must be submitted either in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
- b. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
- c. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.

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

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

**PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts.php> will be used to house relevant procurement documents, including winning offeror's proposal.

### **TENTATIVE TIMELINE:**

Solicitation Issued:	February 12, 2018
No Vendor Questions Permitted After:	February 27, 2018 @ 2pm EST
Proposals Due:	March 9, 2018 @ 2PM EST
Initial Evaluations:	March 12-16, 2018
Presentations:	March 19-30, 2018
Negotiations:	April 1-13, 2018
Award of Contract:	May 1, 2018

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

- I. **PURPOSE:** The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations with one qualified contractor to provide Call Center/Tele-search Services to interested and prospective students and parents as outlined herein, to the University of Mary Washington ('UMW' or 'the University'), an agency of the Commonwealth of Virginia. It is intended for the resulting contract to include cooperative language for the benefit of all public bodies and other entities referenced herein.
- II. **ORGANIZATION OVERVIEW:** Founded in 1908, the University of Mary Washington, is a premier, selective, coeducational, public liberal arts institution that offers rigorous academics in small classroom settings, innovative master teachers, a supportive campus community that values honor and integrity, and a civically, socially, and intellectually engaged community. Located within the Commonwealth of Virginia in Fredericksburg, UMW resides within an hour's drive of both the nation's Capital of Washington, D.C. and the State Capital of Richmond, offering students unique opportunities for internships, research excursions, and recreation. The University currently consists of three colleges for Arts and Sciences, Business, and Education, and two additional campuses: one in Stafford, VA and the other in Dahlgren, VA. For more information about the University of Mary Washington: <http://www.umw.edu/about/>.
- III. **BACKGROUND:** The Admissions TeleAmbassador Program was launched successfully in September 2014. This Call Center replaced UMW's contract with Ruffalo-Cody for tele qualifying service. The original eight TeleAmbassadors completed the first call campaign, outreach for the September Open House. In the Fall of 2014, calling metrics exceeded the previous service by 9% by making 1423 calls. Student TeleAmbassadors have routinely hit their calling targets and have been a great supplement to other text and email communications. Since that time, UMW has continued to use an internal student call team and have outsourced calls on two occasions in Summer 2016 and Fall 2017. Student TeleAmbassadors make approximately 3,000 calls each school year. UMW's Customer Relationship Manager "CRM" system, Hobson's, manages all communication which includes tele-counseling. UMW is looking to replace the internal student call team with a vendor-provided team for this service for our tele-recruiting and call center needs as the internal student call team is not available at all times throughout the year.
- IV. **CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES (This clause shall be incorporated into the final Contract):**
- A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.
- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from UMW. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

- C. The Contractor shall notify UMW in writing of any such entities accessing the contract. The Contractor shall provide semi-annual usage reports for all entities accessing the contract. UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

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

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

**VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

**A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

1. Proposal Requirements - The University reserves the right to:
  - accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
  - waive minor informalities,
  - issue a lowered evaluation of the proposal for failure to submit all information requested,
  - negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or
  - accept the best proposal as submitted, without negotiation, and may do so; therefore, vendors should present their best proposal and not rely on having a future opportunity to negotiate and adjust their originally submitted proposal.

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

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

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

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content, but blacks out any protected information not appropriate for public release. ***If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.***

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

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

B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that the Proposal Evaluation Team can properly evaluate the Offeror's ability to provide the required services. Offerors are required to submit the following items within the proposal:

1. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
2. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education. Also include information detailing the success rates of past projects with other clients to meet their goals.
3. Submit resumes of the proposed Call Team staff including the person who will be designated as the Project Manager.
4. Submit a complete response to the RFP, in detail, to include the following:
  - a. Offeror's ability to meet EACH requirement within Section VII.
5. Complete and return Pricing Sheet Attachment A.
6. Complete and return References Attachment B.
7. Complete and return the Small Business Subcontracting Plan Attachment C.
8. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
9. Any other information the Offeror believes will help the University evaluate its proposal.

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

**VII. STATEMENT OF NEEDS:** UMW seeks a qualified Contractor to provide tele-search services to interested and prospective students and parents as part of the University's student recruitment initiatives.

**A. General Requirements - the Offeror shall:**

1. Provide personalized tele-search activity with execution of phone calls in the evenings Monday through Friday from 5:00pm-8:00pm EST and Sundays 5:00pm-8:00pm EST.
2. Provide a highly skilled team of communication professionals with knowledge of admissions requirements and processes.
3. Provide an experienced Project Manager to work closely with UMW staff members in the Office of Enrollment Management.
4. Use a customized call-script designed to address the University's specific objectives.
5. Provide a detailed reporting following each call campaign to include both quantitative and qualitative data (examples of report data can include: students admitted who didn't enroll, ages 18yr-45yr, male and female students, etc.)

**B. The Offeror shall strive to meet the following goals:**

1. Initiate calls to students and/or parents with a minimum of 80% of the names provided by the University. Initiated calls are calls that may not be successful in reaching a student/parent.
2. Complete calls to students and/or parents with a minimum of 45% of the names provided by the University. Completed calls are calls that are initiated and reach a student/parent, resulting in a conversation.
3. Leave voicemail messages for a minimum of 35% of the names provided by the University.

**C. The University will:**

1. Provide a list of names and numbers of students who have expressed interest in the University of Mary Washington.
2. Assist in selecting the team of communication professionals for the tele-search tasks based on their individual qualifications, experience, and demonstrated skills.

**VIII. CONTRACT ADMINISTRATION:**

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

**IX. EVALUATION AND AWARD CRITERIA**

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 and Qualifications of Offeror & Proposed Call Staff. Preferably with Higher Education Institutions.	30

References & Success Rates: current and past client history and success/failure rates with service provided	25
Plan & Methodology: Quality of Offeror's plan and approach to meet UMW tele-search goals	20
Pricing - Total Cost for Services	15
Small Business Subcontracting Plan	10
Total	100

- X. GENERAL TERMS AND CONDITIONS:** Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract:

<http://adminfinance.umw.edu/procurement/umw-policies-and-procedures-2/>

**XI. SPECIAL TERMS AND CONDITIONS:**

**A. SOLICITATION:**

1. **ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) 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.
2. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (*Governing Rules* § 49D) 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.
3. **CONTROLLING VERSION OF SOLICITATION:** The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.
4. **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 Procurement Services, 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/OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.*

5. **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). The envelope or package should be addressed as directed on Page 1 of the solicitation. If a proposal is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or proposals should be placed in the envelope.

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

6. **LATE PROPOSALS:** To be considered for selection, proposals must be received in the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals 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 Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

**B. CONTRACT:**

1. **ADDITIONAL GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. 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 Services will be provided to the University at favored nations pricing, terms, and conditions.

2. ADVERTISING TO THE GENERAL PUBLIC: In the event a contract is awarded for services resulting from this solicitation, no indication of such services to the University of Mary Washington will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
3. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
4. AUDIT: The Contractor hereby agrees to 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.
5. 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 may hereafter become available for the purpose of this agreement.
6. CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
7. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

8. 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.
  - a. 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.
  - b. 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.
  - c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
9. 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.
10. EXTRA CHARGES PROHIBITED: The bid or proposal price shall be complete; and shall include all applicable license fees and any other charges; extra charges invoked by the contractor shall not be honored or paid unless agreed upon in writing. 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 or offer, 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.
11. INDEPENDENT CONTRACTOR RELATIONSHIP: In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make

any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

12. NOTICES: Any notice, demand, request, consent, approval or communication required by this Agreement to be given in writing shall be sent by certified mail, return receipt requested, and shall be deemed to be given received within five (5) days after delivery to the U.S. Postal Service (stamped evidence of delivery) when received and shall be addressed to the University or Merchant at their respective addresses.
13. OFFEROR'S REPRESENTATION: Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract.
14. ORDER OF PRECEDENCE: Any relationship as a result of this RFP will be governed by a Contract that the Offeror must execute with the University. If it is determined by the University that any part of this RFP is in conflict between the terms and conditions of the Contract, the terms of the Contract shall prevail. Offerors should review the Contract (which will include General and Special terms and conditions detailed in this document) and if there are any proposed changes, submit a Word format redline markup as part of the RFP response.
15. 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.
16. RENEWAL OF CONTRACT: This contract may be renewed by the University upon written agreement of both parties for three (3) successive one-year periods under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term.
17. SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
18. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
  - a. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offers

are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a 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 Procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- b. 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 Procurement 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.

- c. 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 Procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- 19. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. 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.

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

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

- B. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.
- C. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with 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 - PRICING SHEET

Fill in and submit the following pricing table. If the Offeror's pricing structure differs from the above table, please include a copy of the alternate structure with detailed descriptions of the fees involved, but the table below must still be filled out for evaluation purposes. Evaluation will be based upon the equation below.

Description	Cost
Cost per Name (0-2,500 names given)	
<b>Cost per Name (2,501-5,000 names given)</b>	
Cost per Name (5,001-7,500 names given)	
Cost per Name (7,501-10,000 names given)	
<b>Reporting Fees: Quantitative &amp; Qualitative Data Report</b>	
<b>Administrative Fees: Script creation, caller training, etc. Please provide details!</b>	

Cost evaluation will be based on 5,000 names given for calling, with reporting and administration fee totals:

Cost of Names (5,000) \_\_\_\_\_ + Reporting Fees \_\_\_\_\_ + Administrative Fees \_\_\_\_\_ = Evaluation Total

## ATTACHMENT B - REFERENCES

Provide at LEAST 3 references of current or recent past clients, preferably from higher education.

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

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

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



## ATTACHMENT C - SMALL BUSINESS SUBCONTRACTING PLAN

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE**

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

### DEFINITIONS:

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

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

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

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

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

### INSTRUCTIONS:

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

ATTACHMENT C (CONT'D)

Section A

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

Check 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 D - SWAM SUBCONTRACTING SPEND REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE

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

UNIVERSITY OF MARY WASHINGTON

Students | Faculty & Staff | Alumni | Give |

Administration and Finance

# Procurement Services

Laws, Policies and Procedures

Buyer Resources

SPCC

Technology Purchases

Vendors

UMW Supplier Expo


Forms

DSBSD – SWaM

Contracts

Contact Us

QUICK LINKS



Vendor Resources

Vendor Policies and Guidelines

Current Bids & Proposals

SWaM and Non-SWaM Reporting

Vendor Feedback

Agency Reports

See UMW's Expenses >

## SWaM Subcontractor Reporting

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

**Vendor \***

**Contract Number**

Please enter the name of the COMPANY

Please enter the CONTRACT NUMBER

**Name \***

First

Last

Please enter the SUBMITTER'S first and last name

**Email \***

Please enter the SUBMITTER'S email address

**Select Reporting Method \***

☐ Upload Spreadsheet/Document

☐ Manual Input

Upload Document - Excel or Word only

Manually type information for each sub-contractor

ATTACHMENT E - SWAM INITIATIVE LETTER



TO: University of Mary Washington Supplier Community

FROM: Lynne Richardson *Lynne Richardson* 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 F

### RFP 18-788 Proposal Submission Checklist

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

#### IMPORTANT DATES & REMINDERS

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- No Questions Accepted after **February 27, 2018 by 2PM EST**. All Questions must be directed toward the Procurement Officer for this solicitation: Michelle Pickham, [mmiller8@umw.edu](mailto:mmiller8@umw.edu), and 540-654-2260.
- Proposal Due Date: **March 9, 2018 @ 2PM EST** - Proposals submitted after 2PM as indicated by the official Procurement clock will NOT be accepted.
- All proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum. If sending the proposal by mail, the address to send the proposal to is located on the RFP Cover Page.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

#### REQUIRED DOCUMENT SUBMISSION

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Acknowledgement:

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

Documents to Submit:

- ☐ Completed and signed RFP cover page.
- ☐ Any/All signed addenda.
- ☐ Description of the Offering firm's history and expertise.
- ☐ Resumes of proposed Call Team and Project Manager
- ☐ Completed Attachment A, Pricing Sheet.
- ☐ Completed Attachment B, References.
- ☐ Completed Attachment C, Small Business Subcontracting Plan.
- ☐ Any exceptions taken to University's Terms and Conditions.