



**Request for Proposals
(RFP)**

Issue Date: September 27, 2012

Title: Athletic Uniforms

Issuing Agency:

Commonwealth of Virginia
University of Mary Washington
Eagle Village
1125 Jefferson Davis Highway, Suite 480
Purchasing Department
Fredericksburg, Virginia 22401

RFP# 13-25

Commodity Code: 20000, 20085, 20086, 20087

Location Where Work Will Be Performed: Fredericksburg, Virginia

Period of Contract: **Date of award through One year** with the option to renew with six (6) consecutive one year periods.

Sealed Bids Will Be Received Until **October 18, 2012 at 3pm**, For Furnishing The Goods/Services Described Herein And Then Opened In Public.

All inquiries for information should be directed to Melissa Myers, Tel: (540)654-1057 or via e-mail mmyers@umw.edu, referencing this solicitation by number and title.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER DIRECTLY TO PURCHASING DEPARTMENT STAFF AT THE ABOVE ISSUING AGENCY ADDRESS.

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

FEIN# _____

Name And Address Of Firm:

Zip Code: _____

eVA Vendor ID or DUNS #: _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

Telephone Number: (____) _____

(RETURN THIS FORM WITH PROPOSAL PACKAGE)

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

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Purpose:

The University of Mary Washington department of athletics is seeking qualified vendors to be the sole-source supplier for athletic apparel, shoes and equipment. The selected vendor will be the exclusive supplier for athletic apparel, shoes and equipment for the entire department of athletics. It is required that the selected vendor provide access to only one major brand (i.e., Nike, Adidas, Under Armour, Russell, etc), which will be utilized exclusively by the department of athletics.

Background:

The University of Mary Washington has a long and storied tradition of athletic success. Highlights include: 3 team national championships in women's tennis, individual national champions in women's swimming, women's track, and men's tennis, numerous All-Americans, 11 Commissioner's Cups for overall athletic excellence in the Capital Athletic Conference, and hundreds of conference championships. Most important, UMW has proudly produced countless outstanding alumni who took lessons learned in athletics and applied them to their future endeavors. At UMW, we know that great teaching and learning take place every day on the field, court, track, and in the pool.

The Mary Washington Eagles are proud members of NCAA Division III and the Capital Athletic Conference. Our teams play a conference, regional, and national schedule, and we welcome over 100 teams to UMW every year. Our facilities are among the best in the nation, including the 6-field Battleground Athletic Complex for outdoor sports, 12 lighted outdoor tennis courts, the Indoor Tennis Center, and a track and field complex, as well as the state-of-the-art Anderson Convocation Center, which just opened in August 2011. These facilities house our 23 varsity teams and 475 student-athletes, as well as intramural, club, and recreational use. Our facilities also have public access through an outside jogging trail and numerous events like Convocation, Orientation, graduations and concerts.

UMW can provide significant exposure to the selected vendor and brand through web site presence (www.umweagles.com), banner and scoreboard signage, PA announcements, marketing and promotional items, and event sponsorship.

UMW athletics expects this account to be approximately \$100,000 per year by year three of the contract. The vendor and brand will provide the following in return:

1. A minimum 40% discount on apparel, shoes, and equipment.
2. A minimum of \$10,000 retail per year in product to be used at the discretion of the Director of Athletics.
3. A minimum of 500 promotional T-shirts per year.
4. Incentive bonuses based on monies spent and team competitive success.
5. Promotional and marketing items.
6. A yearly monetary donation to the department of athletics.

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STATEMENT OF NEEDS:

The purpose of this RFP is to enter into an Agreement with a Selected Firm for providing high quality athletic apparel, equipment and footwear, as well as to provide capital investment and financial support for the University sports which necessary to aid the University in achieving its goals for Division I. In order to achieve this goal the Selected Firm(s) may be requested to provide those goods and services outlined in this section.

A. Footwear

B. Uniforms and apparel with the Selected Firm's logo placed on all game and practice apparel.

C. Equipment

D. Financial considerations to the University for marketing opportunities and support.

The goods will include but are not limited to the University's intercollegiate athletic programs offered by the Selected Firm. The University will offer Selected Firm the following considerations:

A. The University's intercollegiate athletic teams will wear the Selected firm footwear and apparel with the exception of individual fitting or physical problems, and use equipment provided by the Selected Firm.

B. Usage of the University's name and names of head coaches for the University's intercollegiate athletic programs in promotional and consultant efforts.

C. The right to advertise, promote, market and sell its products as the authentic and official apparel, footwear, and replica uniform for the University's intercollegiate athletic teams represented by the Selected Firm.

D. Marketing opportunities to be discussed and mutually agreed upon during negotiation.

Evaluation:

A. The University will evaluate proposals and if a firm is to be selected, it will be selected on the basis of:

1. The quality of the footwear, equipment, and apparel product line offered. The University reserves the right at no charge to request and evaluate samples of any items which would be provided to the University under the terms of the Agreement.
2. Service Capability: The ability of the Firm to provide the goods and services on time and accommodate any special requirements, such as special sizes.
3. The amount of fees and financial compensation to be paid to the University, and the payment schedule for the various athletic and support programs, coaches of the programs, performance bonuses,

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and displays of support for the various programs and opportunities as referenced in Section III, Statement of Needs.

4. The contractual terms that would govern the relationship between the Firm(s) and the University.
5. The financial stability of the Firm.
6. Other factors relevant to the Firm capacity and willingness to satisfy the University's requirements.
7. The quality of the Firm proposed marketing plan—i.e., how the University's available intercollegiate athletic teams would be promoted in conjunction with the promotion of the Firm products.
8. Any other appropriated criteria as determined by the University in the evaluation process

Human Rights

The Selected Firm will accept and meet the requirements of The Collegiate Licensing Company (CLC) Labor Codes or Conduct dated January 2000 including all Riders except for Rider 1A. Additionally, the Selected Firm agrees to be monitored by groups and organizations as directed by the Fiiir Labor Association (FLA).

PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors shall submit a complete response to this RFP. One (1) original and (5) copies and 1 digital of each proposal shall be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror. **MARK the original copy with a label and label each of the copies.**
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. The University prefers a representative within the state of Virginia to service the account.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

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c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms —must, —shall, —should and —may identify the criticality of requirements. —Must and —shall identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as —should or —may are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual —must and —shall items may not be fully satisfied, but it is the intent to satisfy most, if not all, —must and —shall requirements. The inability of an Offeror to satisfy a —must or —shall requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. **Label the ORIGINAL and copies on the documents.**

f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror shall invoke the protections of 11-52D of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted shall be identified by some distinct method such as highlighting or underlining and shall indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides 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. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

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SPECIFIC PROPOSAL INSTRUCTIONS:

General Requirements:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and five (5) copies of each proposal must be submitted to the purchasing agency. No other distribution of the proposals shall be made by the offeror.
2. Proposal Preparation: Proposals shall be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Purchasing Agency at its discretion. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
3. Specific Format: Proposals, in accordance with the University's sustainability initiatives, must be prepared simply, economically, and with the ability to be recycled. It is preferable that semi-permanent bindings made of non-recyclable materials (i.e. plastic combs, spiral wire) are not used to bind documents. A simple staple, a binder clip, or if necessary, a re-usable 3-ring binder are all university-preferred methods to hold dual-side printed proposal documents. Only send the quantity of copies requested in the RFP. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. Emphasis should be on completeness and clarity of content; providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP.

A. Operations

- 1) Information relating to the firm's products, how the University would obtain them under the terms of an Agreement, and a breakdown of product by specific area of support and wholesale value to include but not limited to footwear, equipment, and apparel. Specific information should also be provided about the following: procedures for obtaining products on a routine and emergency basis; delivery schedules for products; including standard and special sizes; and the costs (if any) if products available to the University.
- 2) Statement of firm's marketing plan and requirements for uniforms, replica and authentic equipment and apparel.
- 3) The ability of the firm(s) to meet delivery schedule upon award for footwear, team uniforms (home and away), related practice uniforms and apparel and all coaches game and related apparel.
- 4) Provide any Agreement which the University may be required to sign.

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B. Firm Information, Personnel, References

- 1) Provide a brief history of the firm and its experience in programs of this type.
- 2) The names and qualifications of employees of the firm who would be responsible for the program.
- 3) A list of at least three collegiate references served in the last three years whom the University can contact. Include the name of the college or university, address, contact person(s), and telephone numbers(s).
- 4) Provide information on those individuals assigned to work with the University including a description of their experience in programs of this type.
- 5) Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.
- 6) Provide a list of all clients lost within the last three years which includes:
 - a) A contact name and telephone number
 - b) Length of service at the account
 - c) Reason for the loss
- 7) A copy of the firm's most recent audited financial statements.

C. Financial Proposal

- 1) The amount of financial consideration, footwear, equipment and apparel to be provided to the University, and the payment/delivery schedule. This information should be broken down by program and should separately list the amount of financial consideration, footwear, equipment and apparel offered to support each.
- 2) All amounts to be paid to the firm(s) by the University other than the prices for products as specified in six above should be clearly stated.

D. Human Rights

- 1) State if the firm(s) will allow independent verification of factory sites and conditions from groups or individuals designated by the University.
- 2) Provide a copy of the firm(s) official policy on the use of —sweatshop labor in factories and include:
 - a) How many hours per week workers are required to work.
 - b) Whether workers are eligible for overtime compensation and how many hours per week they must work before receiving overtime compensation.
 - c) The firm's disclosure policy regarding the names and locations of the firms factories and subcontractor factory locations.
 - d) The firm's Code of Conduct concerning labor practices for factories and subcontractors.

E. Small, Women-Owned and Minority-owned (SWaM) Business

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

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F. Proposed Price.

G. Small Business Utilization – Summarize the planned utilization of DMBE certified small businesses and businesses owned by women and minorities under the contract to be awarded as a result of the solicitation.

X. COMMUNICATIONS:

Informal Communications: Between the University and the Vendor regarding this Request for Proposal from the date of receipt of this RFP by each Vendor until a binding contractual agreement exists with the Selected Vendor and all other Vendors have been notified, informal communications regarding this procurement will cease.

Informal communications will include, but not limited to:

1. Requests from the Vendor to any department at the University, with the exception of the Purchasing Department, for information, comment, speculation, etc.
2. Request from any department at the University or any employee of the University, with the exception of the Purchasing Department, for information, comment, speculation, etc.

Formal Communications:

1. From the date of receipt of this RFP by each Vendor until a binding contractual agreement exists with the Selected Vendor and all other Vendors have been notified or when the University rejects all proposals, all communications between the University will be formal or as provided for in this RFP, or as requested by Materiel Management. Formal Communications will include, but not limited to:

b. Oral Presentation

c. Site visits, interviews, etc.

Any failure to adhere to these provisions set force in Informal communication and the Formal Communications sections above may result in the rejection of any Vendor's proposal or cancellation of this RFP.

2. The University of Mary Washington will not reimburse any that responds to the RFP any expenses incurred in preparing responses to this RFP.

EVALUATION AND AWARD CRITERIA: Proposals shall be evaluated UMW using the following criteria.

EVALUATION CRITERIA:

FOR SERVICES

POINT VALUE

1. Specific plans or methodology to be used to Perform the services	25
2. Price	25
3. Experience and Qualifications and experience of personnel to be assigned to perform the services	20
4. Small Business Subcontracting Plan	20
5. References from other clients.	10
TOTAL	100

AWARD OF CONTRACT:

Selection shall be made of one offeror 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 offeror 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 Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, 11-65D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

GENERAL TERMS AND CONDITIONS: Please refer to <http://www.eva.virginia.gov/aspm-manual/aspm-manual.htm> Appendix B, Section I for the Commonwealth of Virginia's Non-Negotiable Required General Terms and Conditions of this Invitation for Bid.

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eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

SPECIAL TERMS & CONDITIONS:

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for three (3) 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.
- B. **ADDITIONAL USERS:** Under the authority of the **Code of Virginia 2.2-4304, Cooperative Procurement**, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by all other Commonwealth of Virginia Public institutions of higher education (to include four-year, two-year and community colleges). In addition, the lead-issuing institution may allow local governments, school boards and other agencies serving local governments in their region access to this contract(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all public institutions accessing the contract. Participating public bodies shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any public body and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating public body from using other contracts or competitive processed as required by law.

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

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- E. CONTRACT DOCUMENTS: The Contract entered into by both parties shall consist of the Request for Proposals, the signed Proposal submitted by the Contractor, The Commonwealth Standard contract Form, The Contractor's pricing schedule, and the General Terms and Conditions, Special Terms and Conditions, the specifications including all modifications thereof, all of which shall be referred to collectively as the contract documents.
- F. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance
- F. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package):

FROM: _____

_____	_____	_____
Name of Offeror	Due Date	Time

_____	_____
Street or Box No.	RFP No.

_____	_____
City, State, Zip	RFP Title

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

Late Proposals: 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 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.

Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

G. PROPOSAL ACCEPTANCE PERIOD: This proposal shall be binding upon the Offeror for 90 calendar days following the proposal opening date. Any proposal on which the Offeror shortens the acceptance period may be rejected.

H. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

A. It is the goal of the Commonwealth that 40% of its purchases be 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 DMBE-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 DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE 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 Minority Business Enterprise (DMBE) 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 DMBE 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 yearly 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 DMBE 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.

C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a yearly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the

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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.

I. RENEWAL OF CONTRACT:

This contract may be renewed by the Commonwealth for (one year)/(6) six successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

J. PRODUCT AVAILABILITY/SUBSTITUTION:

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

ATTACHMENTS:

- A. SCC Form (RETURN THIS FORM WITH BID PACKAGE)
- B. Small Business Subcontracting Plan (RETURN THIS FORM WITH BID PACKAGE)
- C. Campus Map

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Annex 6-J

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____ -OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

NOTE >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

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ATTACHMENT B

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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 citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals 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 and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

_____ Small Business _____ Small and Women-owned Business
_____ Small and Minority-owned Business Certification # _____ Date: _____

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Section B

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

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Cert. #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

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ATTACHMENT C

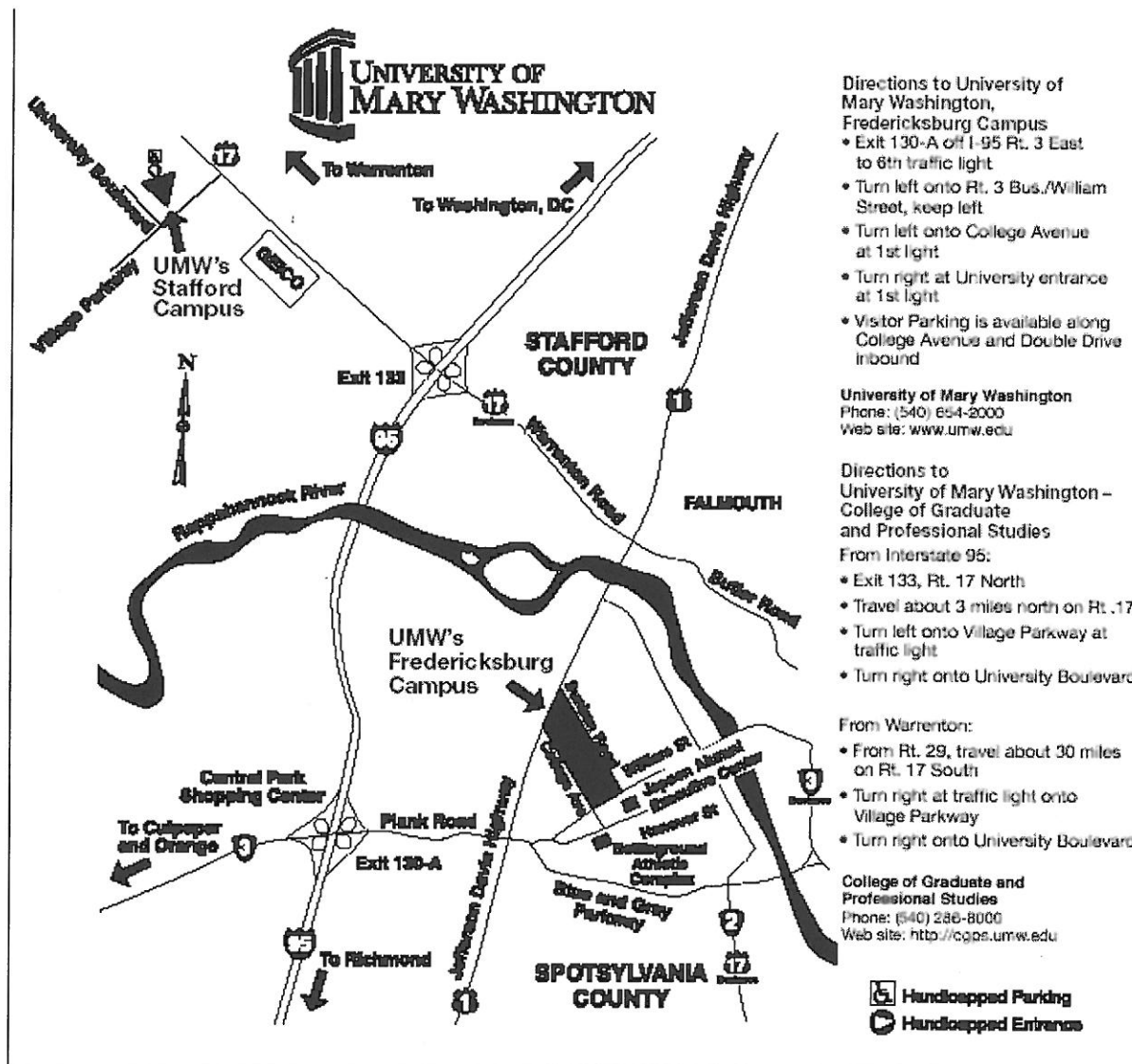
CAMPUS MAP



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