



SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: January 27, 2020

RFP NUMBER & TITLE: RFP 20-1112 Sign Language Interpreting Services

PROPOSAL DUE DATE & TIME: February 24, 2020 by 2 PM
NOTE: Proposals received after the due date and time cannot be accepted.

PROPOSAL DELIVERY ADDRESS: University of Mary Washington
Procurement Services /Reference RFP 20-1112
Eagle Village Executive Offices, Suite 480
1125 Jefferson Davis Highway, Fredericksburg, VA 22401

WORK LOCATION: ☒ All Campuses ☐ Fredericksburg ☐ Stafford ☐ Dahlgren

COMMODITY CODE(S): 96146, 96167

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

CONTRACT OFFICER: Lindsay Fare **PHONE:** 540-654-1057 **EMAIL:** lfare@umw.edu

PERIOD OF CONTRACT: June 1, 2020 through May 31, 2021 with five (5), one (1) year renewals or as negotiated

In compliance with this Sealed Request for Proposal (RFP) 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 attached signed 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: Azur CART & Captioning

Address of Offering Firm: 18801 N. Dale Mabry Hwy #155 Lutz, FL 33548

DSBSD Certification No.: 804839 Expiration Date: _____

eVA ID: VS13913 Tax ID: 81-31413065

Email: customerservice@azurcaptions.com Telephone: 813-802-0773

Website: azurcaptions.com Fax: _____

Submitted By (Print Name & Title): Jodie Casal, President

Signature (In Ink): *Jodie Casal* Date: 2/6/20

SEALED REQUEST FOR PROPOSALS (RFP)

- I. 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 2:00 PM, February 17, 2020.
- II. 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 in a sealed envelope or container that clearly identifies the contents as a response to this RFP. RFP# 20-1112 should be referenced on the front of the package.
 - 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.
- III. 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.
- IV. 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 or (540) 654-2424.
- V. 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.

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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 sealed proposals from qualified sources to establish a contract through competitive negotiations with one or more qualified contractors to provide sign language interpreting services 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 Office of Disability Resources (ODR) works within the university community to increase awareness, eliminate barriers, and create a welcoming and inclusive environment for students with disabilities. ODR collaborates with faculty, staff, students, and administrators to promote equity and inclusion through the provision of awareness programs, consultation, technical assistance and training. Currently, the University holds contracts with Sign Language Professionals, Inc. (UCPUMW 14-271) and Elaine Hernandez (UCPUMW 14-272). Both contracts are scheduled to end on May 31, 2020.

It is the goal of the University to have a sufficient number of interpreters to accommodate our specific needs for services on an as-needed basis. The below chart shows the spend data for both Sign Language Professionals, Inc. and Elaine Hernandez for FY17 through FY19.

Contract Number	Vendor Name	FY17 Spend	FY18 Spend	FY19 Spend
UCPUMW 14-271	Sign Language Professionals, Inc.	\$0.00	\$32,300.00	\$14,045.48
UCPUMW 14-272	Elaine Hernandez	\$47,615.00	\$1,537.00	\$1,296.50

The University will not guarantee any particular usage amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.

IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

- 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. 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 (includes Micro) and otherwise Diverse Businesses 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:
 - a. accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
 - b. waive minor informalities,
 - c. issue a lowered evaluation of the proposal for failure to submit all information requested,
 - d. 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.

Any proposal submitted without a signature binding the Offeror to the proposal will 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:

- a. invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and
- b. 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 (1) printed original and one (1) electronic media version (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 printed original and one (1) separate electronic media version (Flash Drive) clearly marked redacted copy must be submitted if required by 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:
 - a. Prepared simply and economically, with the ability to be recycled
 - b. 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)
 - c. Dual-side printed where practical
 - d. Bound in a single volume where practical
 - e. 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. Offerors are required to submit the following items within the proposal:

1. Complete and return SIGNED RFP cover page. Proposals must be signed by an authorized representative of the Offeror.
2. Capability: Describe the Offeror's capability to provide successful services if awarded; including but not limited to the following:
 - a. Brief background, description and history of the Offeror and the nature and scope of its operation, 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.
3. Complete and return Attachment A (Pricing Template).

4. Complete the responses within Attachment B (Response Summary), and any additional information may be included within the Capabilities section of the Offeror's proposal. Attachment B must be signed by an authorized representative of the Offeror.
5. Complete and return Attachment C (References).
6. Complete and return Attachment D (Small Business Subcontracting Plan).
7. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
8. 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:

- A. Contractor General Responsibilities: The Contractor, at minimum, must have the ability to provide and/or perform the following:
 1. Provide interpreters who are proficient in American Sign Language with the ability to develop sign for specialized curriculum to include complex terms for deaf/hard of hearing student(s) at the University of Mary Washington (UMW) on all campuses. This service shall be provided for both classroom time and outside of class time (to meet with professors and counselors outside of regularly scheduled classes and other student-related activities) during the academic year. Student schedules will be provided by the Office of Disability Resources. Students will be granted the flexibility to schedule meetings with instructors and advisors on their own. In advance of appointment or upon scheduling an appointment, student should notify the interpreter and the Office of Disability Resources.
 2. Provide interpreters who have extensive experience with deaf/hard of hearing students for which American Sign Language is the primary method of communication.
 3. Provide qualified interpreters who are able to demonstrate proficiency in language and vocabulary for undergraduate, graduate and professional curricula as requested.
 4. Provide interpreters familiar with the [Americans with Disabilities Act \(ADA\)](#).
 5. Provide qualified interpreters who are qualified to perform in an academic setting and meet one or more of the following qualifications:
 - a. Currently holds one or more of the following:
 - i. Level 3 or better Registry of Interpreters for the Deaf (RID) or National Association of the Deaf (NAD) valid certification.
 - ii. State of Virginia or equivalent Quality Assurance Screening (VQAS), Level III or better.
 - b. Ability to provide:
 - i. Services to students who are proficient in Cued speech and Signed English.
 - ii. Services to students who are deaf/blind.
 - iii. Oral transliterating services.
 - iv. Accommodation for the student class schedule as well as activities outside the classroom.
 - c. Have had exposure to a non-deaf academic culture.

- d. Have experience in specialized curriculum to include theatrical performances and/or public events, concerts, etc.
6. Provide qualified substitute interpreters, as needed. If a contracted interpreter is to be absent, it is the Contractor's responsibility to find a substitute interpreter who meets the certifications and qualifications of the contract. All interpreters should arrive on time for all assignments. The contractor should notify the Office of Disability Resources as soon as possible in the event that an interpreter will be late or absent and no substitute can be found. If an interpreter is more than 20 minutes late and the student leaves the classroom, meeting or activity, the Contractor shall not bill for services for that assignment.
7. Provide sufficient staff to have the capability to allow for more than one interpreter per student if required in order to ensure availability for both class and outside of class time with the student. If an interpreter is needed on test days, only one interpreter needs to be present. Interpreters should check with the student and/or professor prior to test days to determine if the student will need an interpreter. Interpreters need to request a course syllabus at the beginning of the class so they can plan for tests and other activities that may only require one interpreter to be present.
8. Provide coverage for emergency meetings that may be scheduled outside of normal class time.
9. Have weekly contact with course instructors, advisors and counselors to keep up with the needs of the students.
10. Preparing for Classes-Prep Time: Interpreters are encouraged to prepare for class by reviewing the materials and reading the class text. Interpreters should contact the Office of Disability Resources Office at least 3 weeks before the first day of class to request a class textbook. Prep time can also include meeting with students before or after classes to review course material and/or to develop signs for words, concepts or phrases used frequently in the classroom for which there were no previous signs. Interpreters can bill the university for up to three hours of prep time per week.
11. No shows: Interpreters shall not bill for cancellations if they are given at least 24 hours' notice. Announcements made in class concerning a particular class cancellation, will be considered 24 hours' notice. In daily classes, the day before, is considered 24 hours' notice. A course syllabus will be provided to the interpreter by the student and/or the Office of Disability Resources. Any classes designated in the course syllabus as cancelled should be considered as adequate notice. If 24 hours notification is not possible, the interpreter/Contractor can bill the University for the assignment. Interpreters should wait an appropriate length of time for the student to arrive to class. Generally, the interpreter should wait at least 15 minutes for classes up to 90 minutes long and 30 minutes for classes longer than 90 minutes. Interpreters should report no shows and any other student concerns to the Office of Disability Resources Assistive Technology Coordinator. Interpreters can bill for student no shows.
12. Interpreter/Student Interaction: Interpreters should refrain from having conversations with deaf and/or other students during class time. Interpreters are not required to interact with non-serviced students at any point. Those students should be directed to their professor. Interpreters should be careful when talking with students (both deaf/hard of hearing and hearing) before and after class. Interpreters should

refrain from discussing anything unrelated to class. In addition, the Contractor and/or interpreter should not discuss any financial or contractual arrangements with students, faculty or staff outside of the Office of Disability Resources.

13. Inclement Weather and Emergency Closings: If the weather appears hazardous, the interpreter should refer to the UMW website at www.umw.edu for university closing information. Information about university closings can also be found on local television and radio stations. Interpreters can also sign up for the [campus alert system](#). This will need to be done each semester. The Contractor shall not bill for university closings due to inclement weather or emergency situations.

VIII. CONTRACT ADMINISTRATION:

- A. The Office of Disability Resources 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 provided 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:

- A. Evaluation Criteria - Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Suitability: How well the response meets Statement of Needs and best fit for the University	40
Pricing: Financial Proposal/Hourly Rate	25
Capability: Experience/qualifications/number of staff to perform work/other commitments	15
Plan & Methodology: Specific plan to implement and meet the University's requirements	10
Small Business Subcontracting Plan or SWaM certification	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: <https://adminfinance.umw.edu/procurement/umw-terms-conditions/>

XI. SPECIAL TERMS AND CONDITIONS:

A. SOLICITATION:

1. **ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 120 days. At the end of the 120 days the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the offer shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.

2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement valued at over \$50,000, the University will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
3. **AWARD – RFP:** Selection shall be made of one 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(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, 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 Rule §16). 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, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, 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. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:
 - i. a single award, or
 - ii. a multiple award
4. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods/services specified, and shall remain properly licensed during the life of the contract. Offeror may be asked to provide proof of this licensure at any time by the University, if so requested.
5. **CONTROLLING VERSION:** 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.
6. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the

purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

7. **EXTRA CHARGES PROHIBITED:** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

8. **IDENTIFICATION OF PROPOSAL ENVELOPE:**

The signed proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the Offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand-delivered to the address listed on Page 1 of 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

9. **LATE PROPOSALS:** To be considered for selection, proposals must be received at the address listed on Page 1 of the solicitation no later than the designated date and hour. The official time used in the RFP is that time on the automatic time stamp machine in the location listed on Page 1 of the solicitation. Proposals received at this location after the date and hour designated are automatically disqualified and will not be considered. It is the sole responsibility of the Offeror to ensure that its proposal reaches the designated receipt location no later than the assigned date and hour.
10. **QUALIFICATION OF OFFERORS:** UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy UMW that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services contemplated herein.
11. **SOLICITATION COMMUNICATIONS:** From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.
12. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your proposal submission certifies your understanding of the following:

- A. It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
- B. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
- C. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. 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 vendor from any obligations with respect to its proposal submission or to the contract.

B. CONTRACT:

- 1. **ADDITIONAL (FUTURE) 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. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
- 2. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 3. **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.
- 4. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be

compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

- i. By mutual agreement between the parties in writing; or
- ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
- iii. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

5. **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.
6. **CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.
 - A. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction

occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.

- B. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.
- C. UMW reserves the right to audit a Contractor's background check process at any time.
- D. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
- E. Screens shall include:
 - i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
 - ii. DOJ Sex Offender Search and individual evaluation of results
 - iii. County Criminal Search for all identified counties.

- 7. **CONTROLLING VERSION:** The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.
- 8. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University

shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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

9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
10. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **EXTRA CHARGES PROHIBITED:** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.
12. **FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
13. **FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
14. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University as an agency of the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the

using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

15. **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.
16. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 - B. Employer's Liability - \$100,000.
 - C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
17. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.
18. **NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service, or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:
Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor:
Attn:
ADDRESS LINE 1
ADDRESS LINE 2

19. **OWNERSHIP OF MATERIALS:** Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

20. **PAYMENT:**

A. To Prime Contractor:

- i. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- ii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- iii. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- iv. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- v. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).

B. To Subcontractors:

- i. A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - C. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 - i. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - a. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- 21. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost not to exceed the Consumer Price Index for All Urban Consumers (CPI-U) expenditure category 'Services less energy services,' effective at the end of each contract period, for the preceding twelve (12) months. Price escalation may be permitted only at the beginning of each renewal term only when explicitly requested in writing by the Contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 30 days advance notice of any price increase to the procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the University; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of business are required to be communicated immediately to the purchasing office.
- 22. **PROCUREMENT MANUAL:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendor's and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.
- 23. **RECYCLING POLICY:** It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

24. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for five (5) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
25. **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.
26. **STANDARDS OF CONDUCT IN THE WORKPLACE:** As per [Virginia Code SS2.2-1201](#), which provides authority to Department of Human Resource Management (DHRM) to set policy, UMW holds contractors, subcontractors ("third parties" as per policy definition) accountable to the standards of conduct contained within [DHRM Policy 2.35, and the cited related policies](#), while such contractors, or contractors' contractors, and/or their staff, are conducting business or performing work on current and future UMW campuses, grounds and properties, both state-owned and leased, as applicable.
27. **TITLE IX:** Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

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):** 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 the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
- 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 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 Chapter 43, VPPA, Article 4, Code of Virginia.

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 SCHEDULE

Fill in and submit the following pricing table based on your rate per hour for the services listed below.

Description	Rate/Hour
In-Person Sign Language Interpretation (English to ASL) – Levels III and Higher	\$ 99.00 hour
In-Person Cued Speech Translation	\$ 109.00 hour
Fees for Cancellations (given less than 24hrs/not on course syllabus)	\$ Half day shall be paid for cancellations less than 24 hours
Other Fees*	\$
Average Hourly Rate	\$ 99.00

**disclose all other potential additional costs*

ATTACHMENT B – RESPONSE SUMMARY

The Offeror shall complete responses to each question. Please provide any additional information in the “Supporting Information” section of the Response Summary.

REQUIREMENT	OFFEROR RESPONSE	SUPPORTING INFORMATION
How many years of experience do you/your interpreters have working with deaf/hard of hearing students whose primary method of communication is American Sign Language?	<input type="checkbox"/> 1 – 5 years experience <input type="checkbox"/> 5 – 10 years experience <input checked="" type="checkbox"/> 10 years or more experience	
Are you/your interpreters familiar with the American Disabilities Act (ADA)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Do you/your interpreters hold a Level 3 or better with the Registry of Interpreters for the Deaf (RID)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If you answered “Yes” to this question, please provide a copy of your certification with your proposal submission.
Do you/your interpreters hold a valid certification with the National Association of Deaf (NAD)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If you answered “Yes” to this question, please provide a copy of your certification with your proposal submission.
Do you/your interpreters hold a State of Virginia or equivalent Quality Assurance Screening (VQAS), Level III or better?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If you answered “Yes” to this question, please provide a copy of your certification with your proposal submission.
Are you/your interpreters able to provide services to students who are proficient in Cued speech and Signed English?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Are you/your interpreters able to provide oral transliterating services?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Have you/your interpreters had exposure to a non-deaf academic culture?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Are you/your interpreters able to accommodate the class schedule of a student as well as activities outside the classroom?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Do you/your interpreters have experience in specialized curriculum to include theatrical performances and/or public events, concerts, etc.?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Are you/your interpreters able to accommodate more than one interpreter per student, if needed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Can you/your interpreter provide coverage for emergency meetings that may be scheduled outside of normal class time?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

ATTACHMENT C – REFERENCES

Provide at LEAST 3 references of current or recent past clients, preferably from higher education. References will be used as supporting information only and will not be a part of the evaluation scoring.

Reference #1	
Agency Name	James Madison University
Contact Name	Tiffany Runion
Email	runiontt@jmu.edu
Phone #	540-568-3151
# Years w/ Agency	4
Solution Provided	ASL, transcription, haptics, tactile, CART

Reference #2	
Agency Name	North Carolina Department of Public Institution
Contact Name	Antwan Campbell
Email	Antwan.Campbell@dpi.nc.gov
Phone #	919-807-3243
# Years w/ Agency	4
Solution Provided	ASL, transcription, haptics, tactile, CART

Reference #3	
Agency Name	Georgia State University
Contact Name	Karmen Milton
Email	kmilton@gsu.edu
Phone #	414-413-3153
# Years w/ Agency	3
Solution Provided	CART, ASL, Haptics, Closed captioning, Open Captioning

ATTACHMENT D - 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:

"Micro Business" means a business that is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees and no more than \$3million in average annual revenue over the three-year period prior to their certification.

"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: Azur CART & Captioning

Preparer Name: Jodie Casal, President **Date:** 2/6/20

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 D (CONT'D)

Section A

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

Check All That Apply: ☐ Micro Business ☒ Small Business ☒ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: 30224 Expiration Date: 5/15/21

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: Micro (O), Women (W), or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
Total Planned Subcontracting Spend (\$)					

ATTACHMENT E - SWAM SUBCONTRACTING SPEND REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE

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

The screenshot shows the University of Mary Washington Procurement Services website. The header includes the university name and navigation links for Students, Faculty & Staff, Alumni, and Give. Below the header is a navigation bar with links to Laws, Policies and Procedures, Buyer Resources, SPCC, Technology Purchases, Vendors, and UMW Supplier Expo. The Vendors dropdown menu is open, highlighting 'SWaM and Non-SWaM Reporting'. The main content area is titled 'SWaM Subcontractor Reporting' and includes a description of the form's purpose. The form fields are: Vendor (with a red asterisk), Contract Number, Name (split into First and Last), and Email (with a red asterisk). The 'Select Reporting Method' section has two radio buttons: 'Upload Spreadsheet/Document' and 'Manual Input'. Red arrows point from the text 'Upload Document - Excel or Word only' to the 'Upload Spreadsheet/Document' radio button, and from the text 'Manually type information for each sub-contractor' to the 'Manual Input' radio button.

UNIVERSITY OF MARY WASHINGTON

Students | Faculty & Staff | Alumni | Give | GO

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 F

RFP 20-1112 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

- No Questions Accepted after 2:00 PM on February 17, 2020. All Questions must be directed toward the Procurement Officer for this solicitation. Lindsay Fare, lfare@umw.edu, and 540-654-1057.
- Proposal Due Date: February 24, 2020 by 2:00 PM – Proposals submitted after 2:00 PM 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

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
- ☒ One (1) Printed and One (1) Electronic Copy (flash drive) of Proposal (Original); One (1) Printed and One (1) Electronic Copy (flash drive) of Proposal (Redacted)
- ☒ Description of the Offering firm's history and expertise
- ☒ Completed Attachment A – Pricing Sheet
- ☒ Completed Attachment B – Response Summary
- ☒ Completed Attachment C – References
- ☒ Completed Attachment D – Small Business Subcontracting Plan
- ☒ Any exceptions taken to University's Terms and Conditions.
- ☒ Current Certificate of Liability Insurance