



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU4457

This contract entered into this 22nd day of June 2015, by DC Group hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

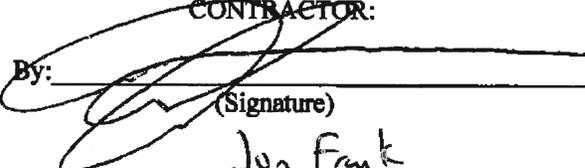
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 1, 2015 through June 30, 2020 with one (1) five-year renewal option.

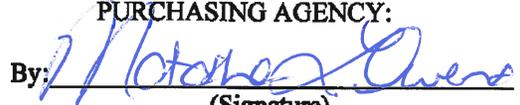
The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal # MLO-848 dated March 16, 2015:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
 - (d) Addendum No. One dated March 31, 2015;
- (3) The Contractor's Proposal dated April 10, 2015 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary dated June 15, 2015.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
By: 
(Signature)
Jon Frank
(Printed Name)

Title: CEO

PURCHASING AGENCY:
By: 
(Signature)
NATASHA OWENS
(Printed Name)

Title: Buyer Senior



**RFP # MLO-848, Uninterruptible Power Supply (UPS) & Battery
Maintenance Negotiation Summary for DC Group**

June 15, 2015

1. Contractor's pricing schedule for the Purchasing Agency is as follows:

UPS	Major PM	Minor PM	Quarterly Battery PM	Total Annual Cost
MGE Comet 150KVA	\$768	\$480	\$168	\$1,920
Liebert S610 150KVA	\$768	\$480	\$168	\$1,920
Liebert S610 225KBA	\$1,152	\$672	\$168	\$2,496
Chloride 90NET 400KVA	\$1,536	\$960	\$264	\$3,552
Total			<i>(Year 1):</i>	\$ 9,888

PM's shall be performed during normal or after hours at the same cost.

Time and Material Rates <i>(For repairs that fall outside of the scope)</i>	
Monday thru Friday, 8:00 a.m. – 5:00 p.m.	\$125/hr
Monday thru Friday, 5:00 p.m. – 8:00 a.m., all day Saturday	\$173/hr
Sunday and Holidays	\$250/hr
An additional cost of 0.575/mile, with a 50 mile minimum, is added to the hourly rates listed above. Cost per mile shall be in accordance with current mileage rates found at: https://www.jmu.edu/financemanual/procedures/4215pvmr.shtml .	
A 4 hour onsite minimum labor charge applies in addition to travel hours.	

2. The Contractor shall perform maintenance on the following equipment beginning May 1, 2016 and will run concurrent with the equipment listed above on a July 1 – June 30 cycle. The initial maintenance period of 14 months shall be included in the total annual cost.

Site Location	Qty	Product	Make	Model	Size	Annual Inspections	Total Annual Cost
JMU – Carrier Library, Room 3	1	UPS	Powerware	9355	30	Semi-Annual	align="right">\$1,440
	144	Batteries				Quarterly	
Total						<i>(Years 2-5):</i>	\$1,328

3. The following are specifically covered under this contract:

- a. 24x7 Emergency Response
- b. Parts and Labor for Preventative Maintenance
- c. Parts and Labor for Emergency Services *(unless the issue is deemed to be from a pre-existing condition and/or components older than expected lifecycle)*
- d. Air Filters
- e. Fans, with the exception of pre-existing faulty fans and proactive fan replacement *(reactive replacement is covered if a faulty fan is found that is less than seven (7) years old)*



**RFP # MLO-848, Uninterruptible Power Supply (UPS) & Battery
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June 15, 2015

- f. Capacitors – Individual Capacitors and/or Full String Replacement: Reactive replacement is covered if a faulty capacitor is found that is less than five (5) years old (*pre-existing faulty capacitors and proactive full string capacitor replacement are not covered*)
 - g. External Maintenance Bypass Cabinets
4. Batteries – Individual Batteries and/or Full String Replacement: Replacement batteries are not covered under this contract. In the event of an emergency battery alarm, the Contractor shall dispatch a technician at no additional charge; however, a charge would be assessed for new batteries and installation/removal/disposal.
 5. The Contractor shall configure “Site Sentry” for the UPS units at no-charge when available (*Site Sentry allows remote access for the Contractor to the UPS units*).
 6. The Purchasing Agency reserves the right to request alternate technicians or account managers without cause. The Contractor shall accommodate any requests made by the Purchasing Agency within a mutually agreed upon timeframe.
 7. The Contractor has disclosed all potential fees. Additional charges will not be accepted.

REQUEST FOR PROPOSAL
RFP # MLO-848

Issue Date: March 16, 2015
Title: Uninterruptible Power Supply (UPS) & Battery Maintenance
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:30 p.m. on April 14, 2015 For Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

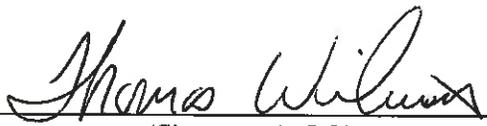
All Inquiries For Information and Clarification Should Be Directed To: Matasha Owens, MPA, VCO, Buyer Senior Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

DC Group
1977 West River Rd
Minneapolis, MN 55411

By: 
(Signature in Ink)
Name: THOMAS WILWONG
(Please Print)
Title: DIRECTOR OF SALES

Date: 4/10/15

Phone: 612 235 3130

Web Address: www.dc-group.com

Fax #: 612 235 3131

Email: geoffrey.dopkins@dc-group.com

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ll #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY:*** AA; HA; AsA; NW

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.



**James Madison University
Request for Proposal# MLO-848
Uninterruptible Power Supply & Battery Maintenance
2:30pm April 14, 2015**

Executive Summary

DC Group has established itself as the leader in the Uninterruptible Power supply and related power equipment service industry. Since 1991, we have focused on service to guarantee our clients receive the best results for maintenance of their computer and UPS back-up systems.

We provide a comprehensive suite of services and products to major clients many of whom are Fortune 500 firms and many small business owners. The FBI, Oracle and Sprint are just a few of the clients we have running contracts with. DC Group was recently awarded a statewide UPS Service and Maintenance contract with the Connecticut Board of Regents for Higher Ed. Our area of expertise is keeping your UPS units running at optimal levels while extending the life of this critical equipment. DC Group's warehouse is fully stocked with over 750,000 replacement parts for virtually all UPS makes/models ensuring any required repair will be done expediently.

DC Group technicians are fully qualified and certified by DC Group to service all UPS makes/models including Liebert/Chloride, MGE/APC, Powerware, Mitsubishi, GE and Toshiba as well as any peripheral equipment.

Please find our following bid submission:

DC Group, Inc.
1977 West River Rd
Minneapolis, MN 55411
FEID# [REDACTED]
Cage# 1QCG3
D&B# 05-143-9057
Geoffrey Dopkins
Government Executive
612.235.3130
geoffrey.dopkins@dc-group.com

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Attachments:

- U. Offeror data sheet**
- V. Small business sub-contracting plan**
- W. JMU sample contract**
- X. Sample DC Group PM report**
- Y. DC Group technician certificates**

A: DC Group Scope of Work for Major / Minor Preventative Maintenance and Battery PM

UPS Major (Annual) PM Service

A DC Group Field Service Engineer will check the following during an annual (major) preventive maintenance inspection on UPS Systems:

(Note: DC Group will place the UPS units on bypass during annual inspection.)

Review of alarms

Does any alarm occur at same time of day or week?

Are alarms related to utility power?

Are alarms related to load?

Are alarms related to generator?

Were any additional loads added after the UPS was installed?

Were any problems noted after adding additional loads?

Did the batteries perform well during last power outage?

Is there an Operator's Manual for each unit?

Is there a wiring diagram for each unit?

Check and maintain visible warning safety labels as provided by manufacturer

Record last 6 alarms of UPS unit (When applicable)

Maintenance Bypass Checks

Is there a wraparound maintenance bypass system?

Is the wrap around maintenance system "make before break"?

Is the maintenance bypass switch labeled? If not, inform customer

Does the MBP have a kirk key interlock?

Was the unit put into maintenance bypass during the last PM?

Ensure Input, Output and Bypass breakers are labeled. If not, inform customer

Visual Checks

Record Ambient Air Temp

Verify panel lamps are operational

Verify panel meters/displays are operational

Verify cleanliness of air filter(s)
Verify condition of ventilating equipment
Verify that UPS EPO switch is covered
Verify that all other switches are covered
Record any broken switches
Record UPS date code
Record ages of fans
Record Air Filter size(s) and quantity (If applicable)
Verify cleanliness of UPS environment
Verify general UPS operation

Power Checks (When accessible)

Verify and Record Input Voltage - All Phases
Verify and Record Output Voltage - All Phases
Verify and Record Bypass Voltage - All Phases
Verify and Record Bypass Voltage Difference - All Phases
Verify and Record Input Current - All Phases
Verify and Record Output Current - All Phases
Verify and Record Bypass Current - All Phases
Verify and Record Percent % Load on UPS - All Phases
Verify and Record Input Total Harmonic Distortion (Voltage) - All Phases
Verify and Record Output Total Harmonic Distortion (Voltage) - All Phases
Verify and Record AC Ripple Voltage on DC
Verify and Record AC Ripple Current on DC
Verify and Record Total DC Float Voltage
Verify and Record Input Frequency (Hz)
Verify and Record Output Frequency (Hz)
Verify and Record Bypass Frequency (Hz)

Verify and Record UPS Synchronized to Bypass

Verify and Record Free Running Inverter Frequency in Hz

Observe Input/Inverter Output Voltage/Current waveforms and note any abnormalities.

Compare front panel meter readings and DMM measured readings with the UPS monitor display unit on site and verify 2% accuracy

Manual Checks

Check all fans for free and quiet operation

Check alarm/status indicators and note any deficiencies

Clean UPS exterior

Replace Air Filter (If applicable)

Place UPS on Bypass

Obtain permission from site contact to place UPS in bypass

Verify the UPS leads the bypass by 70-100 micro seconds

(For all Liebert 600T UPS units and when accessible for other make UPS units).

Transfer critical load to bypass (Maintenance bypass if applicable)

Measure and record logic supply voltages (When accessible)

Measure and record AC ripple voltage on DC logic (When accessible)

Thermal Scan Checks

Inspect printed circuit board connections for cleanliness and clean contacts if necessary

Inspect all circuit boards, assemblies, bridges and legs for signs of component defects, overheating or stress

Check all electrical terminations for proper tightness and signs of overheating

Measure control battery voltage (If applicable)

Perform a thermal scan on all breakers, connections and all associated controls

Record any thermal unbalances or temperatures exceeding 150° F above ambient temperature

Perform complete physical inspection of UPS and system cabinet interior using inspection camera (If applicable)

Adjust doors and latches if necessary

Fully clean UPS with vacuum cleaner

Capacitor and Current Check (When accessible)

Visually check AC filter capacitors for leakage or bulging

Measure and record AC Input Filter Capacitor current, Part Number, Qty and Date Code

Measure and record AC Output Filter Capacitor current, Part Number, Qty and Date Code

Measure and record DC Filter Capacitor current, Part Number, Qty and Date Code

Measure and record Commutation Filter Capacitor current, Part Number, Qty and Date Code

Measure and record capacitance of all capacitors

Measure and record Inverter leg current average balance

Measure and record Rectifier bridge current average leg balance

Logic Protection Settings & Alarms (If applicable)

Check DC Overvoltage

Check Battery Discharge

Check Impending Low Battery

Check DC Undervoltage

Check Battery Equalize

Check Float Voltage

Check DC Ground Detection

**Perform any engineering changes if necessary

UPS Tests

Verify proper Rectifier walk in

Verify proper Inverter walk in

With permission of site contact, create an outage to verify proper operation of UPS and batteries

When power is restored verify the charging current. (Customers may lose power to critical loads during these tests)

With permission of site contact, operate Generator to verify proper operation of UPS and batteries for proper operation (Customers may lose power to critical loads during these tests)

Perform no-load transfers to UPS, to static bypass, and back to UPS when applicable

Reset all alarms. Transfer UPS to static bypass position

Transfer critical load from maintenance bypass to static bypass (If applicable)

Transfer critical load to UPS

Remote Alarm Monitor Checks (If applicable)

Verify functionality of Load on UPS alarm

Verify functionality of Load on Bypass alarm

Verify functionality of Low Battery alarm

Verify functionality of Summary alarm

Verify functionality of Battery Discharge alarm

Verify functionality of Control Failure alarm

Verify functionality of Ambient Over Temp alarm

Test local and remote alarm lamps

Replace all failed monitor bulbs

Final Checks

Note any discrepancies/abnormalities; make any recommendations necessary for optimum level of operation.

UPS Minor (Semi Annual) PM Service

A DC Group Field Service Engineer will check the following during a semiannual (minor) preventive maintenance inspection on UPS Systems:

Review of alarms

Does any alarm occur at same time of day or week?

Are alarms related to utility power?

Are alarms related to load?

Are alarms related to generator?

Were any additional loads added after the UPS was installed?

Were any problems noted after adding additional loads?

Did the batteries perform well during last power outage?

Is there an Operator's Manual for each unit?

Is there a wiring diagram for each unit?

Check and maintain visible warning safety labels as provided by manufacturer

Record last 6 alarms of UPS unit (When applicable)

Maintenance Bypass Checks

Is there a wraparound maintenance bypass system?

Is the wrap around maintenance system "make before break"?

Is the maintenance bypass switch labeled? If not, inform customer

Does the MBP have a kirk key interlock?

Was the unit put into maintenance bypass during the last PM?

Ensure Input, Output and Bypass breakers are labeled. If not, inform customer

Visual Checks

Record Ambient Air Temp

Verify panel lamps are operational

Verify panel meters/displays are operational

Verify cleanliness of air filter(s)

Verify condition of ventilating equipment

Verify that UPS EPO switch is covered

Verify that all other switches are covered

Record any broken switches

Record UPS date code

Record ages of fans

Record Air Filter size(s) and quantity (If applicable)

Verify cleanliness of UPS environment

Verify general UPS operation

Power Checks (From display)

Verify and Record Input Voltage - All Phases

Verify and Record Output Voltage - All Phases

Verify and Record Bypass Voltage - All Phases

Verify and Record Input Current - All Phases

Verify and Record Output Current - All Phases

Verify and Record Bypass Current - All Phases

Verify and Record Percent % Load on UPS - All Phases

Verify and Record AC Ripple Voltage on DC

Verify and Record AC Ripple Current on DC

Verify and Record Total DC Float Voltage

Verify and Record Input Frequency (Hz)

Verify and Record Output Frequency (Hz)

Verify and Record Bypass Frequency (Hz)

Verify and Record UPS Synchronized to Bypass

Manual Checks

Check all fans for free and quiet operation

Check alarm/status indicators and note any deficiencies

Clean UPS exterior

Replace Air Filter

Final Checks

Note any discrepancies/abnormalities; make any recommendations necessary for optimum level of operation.

A DC Group Field Service Engineer will check the following during an annual (major) and a semiannual (minor) preventive maintenance inspection on Batteries:

General Battery Inspection

Verify and Record:

- Number of battery strings
- Number of batteries per string
- Date code of batteries
- String type
- Select battery voltage
- Battery mounting
- Whether batteries are on Float/Not on Float
- Container/Cover damage
- Proper battery spacing
- Cleanliness of battery environment and presence of cleaning supplies
- Appropriate ventilation
- Presence of broken switches
- Attach the battery upgrade and date code sticker
- Attach DC Group contact information sticker
- Inspect for battery surface contamination
- Inspect for sulfurous ("rotten egg") odor
- Record and correct any corrosion on terminals (When accessible)
- Record and correct any corrosion on connectors/bolts (When accessible)
- Inspect for heat/melted grease at terminals
- Record and correct any lead sulfate on connector (When accessible)
- Verify proper posting of safety signage (e.g., "No Smoking", etc.)
- Record presence of broken switches

Battery Environment

Verify presence of safety equipment (face/eye protection)

Verify and record battery room ambient temperature (°F) within 5 feet of the batteries

- (Should be 68 - 77°F)

Electrical Checks

Verify and Record:

- DC Charging Current
- Total positive terminal to Ground
- Total negative terminal to Ground
- AC Ripple Voltage
- AC Ripple Current

- Total Battery Voltage
- Strap Torque (Annual only, if applicable)
- UPS feeder breaker rating label
- Battery feeder breaker rating label
- Individual battery voltage
- Individual AC Milli-volts across batteries that have pin terminals (Semi Annual only)
- Internal Cell Resistance/Conductance for flag type terminal batteries when accessible (Annual only)
- Check 100% interconnections of batteries for Major (annual) Preventive Maintenance Inspection (When accessible)

Manual Checks

Retorque any connection where the resistance is 20% above average for Major Preventive Maintenance Inspection when accessible (Annual only)

Perform Insulation Test (When batteries are leaking) (Annual only, if accessible)

Locate & verify clear access to external UPS feeder breakers

Locate & verify clear access to battery feeder breakers

If applicable, verify access to battery safety equipment

Final Checks

Note any discrepancies/abnormalities; make any recommendations necessary for optimum level of operation.

B. Warranty

Supplier must perform the Services under this Agreement in a professional and workmanlike manner. The foregoing is Customer's sole warranty, and is in lieu of all express or implied warranties including any implied warranty of merchantability or fitness for a particular purpose. In addition to the obligation to maintain the equipment, Supplier hereby warrants to Customer (and only to Customer) any part supplied or replaced pursuant to this Agreement, to be free from defect in material and workmanship under normal use and service for a period of 30 days from date of installation thereof. This warranty does not cover: (1) failure of a part due to improper maintenance by entities other than Supplier; (2) damage caused by external sources or (3) structural component damage, such as: commutator, bearings, transformers, rust or corrosion, damage to the frame of the UPS unit or its wheels. For any warranty claim, Customer shall provide prompt written notice and explanation of circumstances. Customer's sole and exclusive remedy under this warranty shall be repair or replacement at Supplier's election. Unless otherwise provided for in this Agreement, Supplier's liability under this warranty shall be limited to the repair or replacement of the defective part and all labor charges associated with such repair or replacement. Any battery replacement will come with either full 1 or 3 year warranty (includes labor and shipping).

C. Our corporate warehouse currently houses over 750,000 replacement UPS parts and components. The DC Group warehouse is open 24x7. We also enjoy relationships with OEMs in ever a time arises when we need to order additional parts.

D. Emergency Service Request

When a call is received for unscheduled or emergency service, the following dispatch and escalation process is used to guide service delivery for the piece of affected equipment. In nearly all cases issues are resolved without the need for OEM intervention. In those cases where OEM intervention is required, the Field Engineer will initiate contact as soon as is required given the nature of the required maintenance:

1. Remedial service requests are received by the service hotline.
2. Within minutes of contacting the service hotline, the assigned Field Engineer (FE) will contact the site to attempt to troubleshoot the system via telephone. If an onsite response is required, an FE will be dispatched to the site and arrive within the four (4) hour contracted response time. The FE will immediately begin remediation of the equipment. Depending upon the nature and complexity of the problem, a crash kit is dispatched to the site by the next available flight if more parts are needed than what is carried in the Field Service Engineer's trunk stock. ***Please note that the following basic processes may vary in accordance with the nature of the particular failure and situation.***
3. It is the responsibility of the on-site Field Engineer to report to the Customer Support Center, Account Manager, Operations Account Manager, National Account Manager, or Technical Director, in this order, if an emergency service call or special project (i.e., equipment startup) requires escalation.
4. If the situation occurs after normal business hours, the Account Manager will be notified by contacting the Customer Support Center.
5. The Account Manager will be the primary source of communication to the Operations Account Manager, National Account Manager, or Technical Director.
6. The communication process will occur as follows:
 - a. Once the FE is on-site and the problem is identified, the engineer will immediately begin troubleshooting. The FE will determine whether OEM support is needed and initiate contact as needed.
 - b. The primary on-site tasks for the FE include
 - Escalate to the Account Manager if:
 - Resolution requires the OEM due to locking software.

- Problem is not identified with an established time line to get to resolution
- Job is a start up or other type of project, the Account Manager will notify the Program Manager during normal business hours who will take the lead in communicating with the customer.

c. Based on the FE's progress, the Account Manager will decide to:

- Continue troubleshooting
- Involving additional personnel such as a Senior Field Engineer
- Engage the Operations Account Manager to have OEM respond
- Communicate with customer our strategy for resolution

d. If the problem is not resolved, the Account Manager will escalate to the Operation Account Manager who will decide, based on progress and the situation, to:

- Continue troubleshooting with the Senior Field Engineer
- Engage OEM
- Engage Technical Director
- The Operations Account Manager will become primary contact
- The Technical Director has final authority

7. Further escalation, such as notifying the President & CEO, will occur as necessary.

E.

1. DC Group technician will provide call back within 15 minutes after ticket is opened.
2. We employ (4) technicians all within 4 hours of your location and can be on-site within 4 hours when the situation requires it.
3. Our technicians always have "trunk stock" available in their vehicles. If a part requires shipment, our warehouse is open 24x7 and we utilize the Delta Dash program to transport parts as soon as possible.

F. JMU will have a dedicated DC Group Account Manager assigned to your account. Not only is the DC Group Account Manager tasked with scheduling the PMs as well as any necessary / recommended repair work but also providing service reports and follow up. This ensures 100% job completion rates for our customers. We always strive to complete the 1st round of PMs within 30 days of the contract start date.

G.

1. Normal Hours: Monday thru Friday, 8am – 5pm
2. After Hours: Monday thru Friday, 5pm – 8am, all day Saturday
3. Sun/Holiday: National Holidays and all day Sunday

Our pricing includes PMs scheduled either during normal or after hours (per above). It also includes 24x7 emergency services.

H: DC Group employs (4) technicians within 4 hours of your facilities, here are their biographies and locations:

Field Service Engineer: Nainar Pandiyan – Sterling, VA

10+ years' experience performing preventative, emergency, and remedial maintenance on all manufacturers/models of uninterruptible power systems and related equipment, including Liebert.

EMPLOYMENT:

2004-2009: Emerson Network Power Pvt. Ltd.

2009-2010: Mahindra & Mahindra, Ltd.

2010-2012: National Advanced Systems

2012-Present: DC Group

EDUCATION:

B.E. Electronics/Communication

Certified by DC Group to maintain Liebert, GE, APC, Powerware, MGE, Cyberex, and Mitsubishi UPS systems

Field Service Engineer: Horace Brown – Brandywine, MD

25+ years' experience performing preventative, emergency, and remedial maintenance on all manufacturers/models of uninterruptible power systems and related equipment.

EMPLOYMENT:

1988-1989: Commonwealth Copiers

1989-2010: Washington Metro Area Transit Authority

2010-2014: Schneider Electric

2014-Present: DC Group

EDUCATION:

U.S. Air force: Technician-Electronics Electrical Certificate

Electronics Technician-Copy Repair Specialist, Commonwealth Copy Products, Leesburg, VA

Electrical Substation Maintenance, WMATA, Alexandria, VA

Metal Clad Switchgear Maintenance & Electrical Troubleshooting Certificates, Multi-Amp Institute, Alexandria, VA

Hi-Voltage Safety/Testing, Substation Test WMATA, Suitland, MD

Certified by DC Group to maintain Liebert, APC, Powerware, MGE, GE, and Mitsubishi UPS Systems

Field Service Engineer: David Smith – Bel Air, MD

11+ years' experience performing preventative, emergency, and remedial maintenance on all manufacturers/models of uninterruptible power systems and related equipment, including MGE, APC, and Galaxy.

EMPLOYMENT:

1975-1998: U.S. Navy (Electrician Mate, Engineering Systems)

1998-2002: Belthum Steel

2002-2014: Schneider Electric

2014-Present: DC Group

EDUCATION:

U.S. Navy: Electrician School, Nuclear Power, Nuclear Power Prototype

Certified by DC Group to maintain Liebert, GE, APC, Powerware, MGE, Cyberex, and Mitsubishi UPS systems

Field Service Engineer: Mark Daniel – Portsmouth, VA

Seven (7+) years' experience performing preventative, emergency, and remedial maintenance on all manufacturers/models of uninterruptible power systems and related equipment.

EMPLOYMENT:

2001-2007: U.S. Navy

2007-2010: General Electric

2010-Present: DC Group

EDUCATION:

Electrician's Graduate Mate A School (First in Class)

Navy Nuclear Power Technical Training

Master Training Specialist (500 hours)

Certified by DC Group to maintain Liebert, APC, Powerware, MGE, GE, and Mitsubishi UPS Systems

5 Navy Achievement Medals

2 Navy Commendation Medals

Ranked as Number 1 Chief Petty Officer at Comman

Technical Manager: Gilbert Meltvedt – Minneapolis, MN

- Sixteen (16) Years experience performing Preventative, Emergency, and Remedial maintenance on various manufacturers/models of uninterruptible power systems and related equipment, including MGE, GE, Apostar, Piller, Cyberex
- **MGE Manufacturer Certified Engineer**
- Cyberex Certified Engineer
- Experience in servicing high-level sites for multinational customers
- Certified by DC Group to maintain Liebert, APC, Powerware, MGE, GE, and Mitsubishi UPS systems
- 1994 – 1997 OCS (Multivendor)
- 1997 – 2000 Cyberex, LLC
- **2000 – 2012 Schneider Electric CPCS (Formerly MGE UPS Systems)**
- 2012 – Present DC Group, Inc

Technical Manager: Curtis Bixler – Minneapolis, MN

- Over ten (10) years' experience working with a variety of electrical systems; repairing, installing, and testing UPS power systems, rectifiers, inverters, battery backup, switchgear, power distribution equipment, paralleling cabinets, SCC power control cabinets, and static switches.
- **Factory trained on Emerson - Liebert UPS equipment.**
- Liebert new product design team engineer (1 year)
- Certified by DC Group to maintain Liebert, APC, Powerware, Deltec, Toshiba, Cyberex, and Mitsubishi UPS systems
- Associates degree in EET
- USMC-1991 to 1996
- Del-Co Water Company – 2002 to 2003
- Guild Associates-Electronics – 2003 to 2007
- Liebert/Emerson – 2007 to 2014
- DC Group – March 2014 - present

Director Technical Services: Samuel Gubbi – Minneapolis, MN

- Twenty (20) Years experience performing Preventative, Emergency, and Remedial maintenance on all manufacturers/models of uninterruptible power systems and related equipment, including Liebert, Chloride, MGE, APC, Deltec, Piller, Best, and Powerware.
- Received BS in Power Electrical
- Factory trained on Powerware, Toshiba and GE UPS equipment.
- Experience in servicing high-level sites for multinational customers
- Certified by DC Group to maintain Liebert, APC Powerware, MGE, Cyberex, and Mitsubishi UPS systems
- EATON POWERWARE INTERNATIONAL PVT LTD., New Delhi, India • 2001-2004
- NUMERIC – MGE POWER SYSTEMS, Bombay, India • 1989-2001

I. The DC Group warehouse in Minneapolis, MN has over 750,000 replacement UPS parts/components. All inventory is barcoded and input within our wireless system. This ensures we know our inventory at all times and allows us to find and ship out at a moment's notice. As mentioned earlier, our warehouse is open 24x7. DC Group technicians also carry a "trunk-stock" that contains the most regularly replaced components.

J. Site contacts will be provided with maintenance service reports within 2 days of the visit. The reports will be in electronic (pdf) format. The contacts will also have 24x7 access to these reports within our online equipment management tool, D-Tech (also accessible via smartphones) – See sample report at end of bid submission

Our proprietary online equipment tool, D-Tech, not only hosts your current / historical service reports, but it also is a tool that helps with budgeting for future years UPS needs (battery replacements, components, new units). It also shows which of the UPS units are running at specs and which units are in need of repair.

K. Currently DC Group is in beta test mode for a proprietary tool providing remote monitoring of UPS units. The use of this tool would require the UPS unit to have a SNMP Card installed. This tool is scheduled to go live in 18 months.

L. The above mentioned tool in section K would require remote access.

M. DC Group is an independent UPS service provider. We are not authorized by any manufacturer. Several of the manufacturers have utilized DC Group in the past when they have equipment under contract that their technicians aren't qualified to service.

N. DC Group performs regular scheduled training each month for one week. Currently, five to seven FSE's (Field Service Engineers) are flown in to train at our training facility where they train on and operate live equipment. We have common equipment that is part of the scheduled curriculum and also tailor the training to adjust for the needs of their areas. For example, if a FSE requests to train on specific equipment (Ex. LBS, PDU, STSW, special options, etc.), we are set up to add that training in addition to the standard training. The standard training includes the MGE and Liebert equipment listed (Liebert 610 Series and MGE Comet). The Liebert units we train on (MMU, SCC, and SMS) have many additional options installed so we cover them also. Additional options include: Input Filter Disconnect, SNMP, Customer Alarm Interface, DCR (Dry Contact Relay board), LBS (Load Bus Sync), on generator signaling, PRB (Programmable Relay board), ICI (Input Contact board), SKRU (Solenoid Key Release Unit), Maint Bypass Cabinets. We do have and train on the Chloride 90Net units but this is not part of our standard training. Chloride units are moved in and trained on as required. All newly hired FSE's endure a different means of training. They spend two weeks to two months getting training and hands on experience. They stay here in MN, train at our facility, and perform jobs locally with experienced FSE's. All new hires are OEM trained and certified or have military experience related to UPS power systems, mainly nuclear submarine experience.

O. Please see attached technician certificates at the end of this submission. You will also see in section H which of our technicians had formal training by the equipment manufacturer.

P. DC Group has detailed procedures related to equipment operation and safety. These procedures are assigned a DC Group form identification number and maintained in our DC Group quality management library. These procedures include: Transfer operations to/from Bypass, Transfer operations to/from Maintenance Bypass, Electrical Safety, First Aid, CPR, AED, LOTO, etc. All FSE's have minimum requirements for PPE (Personal Protective Equipment) depending on the task being performed. For example, the FSE is required to wear FR rated coveralls, EH (electrical hazard) safety shoes/boots, and safety glasses while onsite. Electrical safety gloves, full face shield, rubber sleeves, etc. are provided and worn as required by the task. All FSE are trained on and practice LOTO (Lock Out Tag Out) with zero energy state verification. They are trained to recognize energy/stored energy hazards and verify safe as necessary. DC Group has no customer safety procedural requirements but does have minimal expectations while DC Group is onsite, these include: a clean safe environment to work in, no other electrical work being performed near or above the UPS and associated equipment, clearly labeled breakers external to the UPS equipment, clearly labeled Maintenance Bypass Panel when installed, one line drawings of the power flow to/from the UPS and associated equipment.

Q. In addition to providing service / maintenance on UPS equipment including accessories and component / battery replacements on UPS equipment, DC Group also does PM Service on rectifiers typical with telecom systems and light inverters.

R: DC Group Narrative:

DC Group got its start back in 1991. Our work mainly was done for OEMs on units they were not qualified to service. After years of fine-tuning our procedures and protocols, customers started to request that DC Group work directly with them. Thus our customers were able to receive the same reliable service at a lower cost.

Through hard-work and expertise, DC Group was able to acquire larger contracts with: HP, Oracle, Kaiser Permanente, The FBI, and Walgreen's among many military locations including Norfolk. We also have contracts with several post-secondary institutions: University of South Carolina, New York University, University of Toledo, University of Central Florida, University Texas-Austin, and Lonestar College. Recently DC Group was awarded a state-wide UPS maintenance contract with the Colleges and Universities of Connecticut! We also have a state-wide UPS service contract in place with the State of Delaware for all of their 911 sites.

With a dedicated account manager, JMU will be assured that all PMs will be completed in a timely fashion and your account will be handled by a professional with knowledge of your UPS units. We always try to send the same DC Group Field Engineers to the site in order to further our partnership with clients. DC Group does not sub-contract work out, not even in emergencies. The only exception to this is in the rare occasion the OEM needs to be called, but DC Group will do that at our own cost (barring pre-existing conditions).

Our technician biographies really speak for themselves as to our expertise and experience.

Lastly, with our online tool D-Tech, you will have 24x7 access to all of your service records and equipment information. D-Tech is also accessible via smartphone! This tool provides a very easy to use and seamless way to manage multiple units across different locations from one website.

S: VASCUPP

DC Group has had \$0 in sales during the previous 12 months with VASCUPP member institutions.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 24 Months _____

- 3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
University of Toledo	(3) years	2801 Bancroft, Toledo, OH 43606	Mike Firsdon 419 530 3962
University of Central Missouri	(3) years	102 South St, Warrensburg, MO 64093	Andrew Diestel 660 543 4265
Martinsburg CRR - VA	(4) years	221 Butler Ave, Martinsburg, WV 25405	Ron Ambrose 304 262 5717
Dane County	(2) years	210 Milk Blvd, Madison, WI 53703	Marvin Klug 608 266 4392
Jasper County 911	(2) years	13870 Dispatch Ln, Carthage, MO 64836	April Tarant 417 358 7000 x 3300

- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Geoffrey Hopkins - DC Group 1977 West River Rd Minneapolis, MN 55411

- 5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the **CODE OF VIRGINIA**, SECTION 2.2-3100 - 3131?

[] YES [X] NO

IF YES, EXPLAIN: _____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: DC Group Preparer Name: Goeffrey Hopkins
Date: 4/10/15

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?
Yes No

If yes, certification number: 10063 Certification date: 10/16/14

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes No

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes No

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent 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 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM**

Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmb.e.virginia.gov (Customer Service).

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ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: Uninterruptible Power Supply
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Bid/Proposal and Subsequent Contract

4/10/15
 Date Form Completed

Offeror / Proposer:

DC Group
 Firm

1977 West River Rd Minneapolis, MN 55411
 Address

Geoffrey Hopkins 612235 3130
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	DMBE Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
N/A					

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

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ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiation Summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____



JOB REPORT

Service Call Number : 0000148580

Service Call Date : 04/12/2013 8:00 am

Technician Name : Samuel Gubbi

Account Manager Name : Israel Bartlein

Technician E-Mail : Samuel.Gubbi@dc-group.com

Account Manager Phone : 1.800.838.7927

Site Information

DC Group Site ID : COZMA01

Site Contact Name : Bob Brown

Customer Name : Company XYZ

Site Contact Phone : ABC-DE-F-GH

Site Address : 123 Main St, Boston, MA - 02129-3533

Purchase Order # :

Equipment

UPS

Make	Model	Serial No	EIN / TAG	Status	Date Code	KVA	Location
POWERWARE	Powerware Plus 160	EP152ZBA08		Minor Deficiency	2001	20	ups room 2nd floor

BATTERY

Make	Model	Serial No	EIN / TAG	Status	Date Code	Qty	Location
SPRINTER	S12V500F	50XH38001		Major Deficiency	2007	40	computer room

Visit Summary

BATTERY PREVENTATIVE MAINTENANCE INSPECTION

The DC Group Field Service Engineer successfully performed all facets of the battery preventative maintenance inspection protocol as delineated in the battery preventative maintenance inspection procedure.

DEFICIENCIES NOTED:

The FSE notes that the (40) Sprinter S12V500F batteries associated with the customers Powerware Plus 160 (s/n: EP152ZBA08) are recommended for replacement as almost all of them are failing. These batteries are also recommended for replacement due to age (date code: 2007). DC Group recommends replacing batteries every 4 years to ensure proper operation of the UPS.

CORRECTIVE ACTION:

A quote for the purchase and installation of (40) Sprinter S12V500F or equivalent batteries will be written and forwarded to the customer for approval.

Major UPS PERFORMANCE INSPECTION

The DC Group Field Service Engineer successfully performed all facets of the major preventative maintenance inspection protocol as delineated in the UPS major inspection procedure.

DEFICIENCIES NOTED:

The FSE notes that the Fans associated with the customers Powerware Plus 160 (s/n: EP152ZBA08) are recommended for replacement due to age (date code: 2005). DC Group recommends replacing these components every 7 years to ensure proper operation of the UPS.

CORRECTIVE ACTION:

A quote for the purchase and installation of the Fans mentioned above will be written and forwarded to the customer for approval.

During this site visit the customers Powerware Plus 160 (s/n: EP152ZBA08) and associated (40) Sprinter S12V500F batteries were serviced.

**The FSE notes that the air filters in the UPS need replacing, the customer has stated they will take care of this.

Equipment Details : (Status : Minor Deficiency)

Equipment Number : UPS 01
UPS Make : POWERWARE
UPS Model : Powerware Plus 160
Serial No : EP152ZBA08
KVA Size : 20
EIN /TAG :
Date Code : December 2001
Location : UPS Room 2nd Floor

Associated equipment

No of Battery Strings : 1
No of other equipment : 0
Quantity (Total) : 40

UPS 01 Power Verification

Input : 480 III Phase

Voltage Tolerance : 455V - 505V

Frequency Tolerance : 55 Hz - 65 Hz

Voltage A-B: 486.00 Pass	Current A : 43.00 Pass	Frequency : 60.00 Pass
Voltage B-C: 486.00 Pass	Current B : 42.00 Pass	
Voltage C-A: 486.00 Pass	Current C : 41.00 Pass	

ByPass : 480 III Phase

Voltage Tolerance : 455V - 505V

Frequency Tolerance : 55 Hz - 65 Hz

Voltage A-B: 489.00 Pass	Current A : 44.00 Pass	Frequency : 60.00 Pass
Voltage B-C: 487.00 Pass	Current B : 44.00 Pass	
Voltage C-A: 487.00 Pass	Current C : 43.00 Pass	

Ouptut : 208 III Phase

Voltage Tolerance : 197V - 219V

Voltage A-B: 206.00 Pass	Current A : 42.00 Pass	Load(%)A: 9.43 Pass
Voltage B-C: 206.00 Pass	Current B : 51.00 Pass	Load(%)B: 11.44 Pass
Voltage C-A: 207.00 Pass	Current C : 41.00 Pass	Load(%)C: 9.25 Pass

Total : 10.04

Frequency Tolerance : 55 Hz - 65 Hz

Frequency : 60.00 Pass

Rect :

DC Voltage : 5385.00 Pass	Verify correct float voltage settings :	Pass
DC Current : 0.00 Pass	AC Ripple Current : 0.00	Pass
POS to GND: 269.40 Pass	AC Ripple Voltage : 0.00	Pass
NEG to GND: 269.10 Pass		

Equipment Details**(Status - Minor Deficiency)****Associated equipment**

Equipment Number : **UPS 01**
UPS Make : POWERWARE
UPS Model : Powerware Plus 160
Serial No : EP152ZBA08
KVA Size : 20
EIN /TAG :
Date Code : December 2001
Location : UPS Room 2nd Floor

No of Battery Strings : 1
No of other equipment : 0
Quantity (Total) : 40

UPS 01 DATE CODE INFORMATION

DC Capacitors Date Code	: 2012	Replacement Recommended	:
AC Input Capacitors Date Code	: 2012	Replacement Recommended	:
AC Output Capacitors Date Code	: 2012	Replacement Recommended	:
Comm Caps Date Code	: 0	Replacement Recommended	:
Fans Date Code	: 2005	Replacement Recommended	:
DC Caps Leaking/Swelling	: Pass	AC Input Caps Leaking/Swelling	: Pass
Comm Caps Leaking/Swelling	: Pass	AC O/P Caps Leaking/Swelling	: Pass

UPS 01 MEASUREMENT VERIFICATION

Verifying that the UPS is properly synchronized to INPUT power and operating properly	: Pass
Verifying LCD backlight and contrast controls are functional and display pixels are visible	: Pass
% load (KVA) on UPS is not overloaded > 85% or is not underloaded < 5%	: Pass
Are all 3 input currents within 20% balance, i.e No phases overloaded	: Pass
UPS (KVA) size correct	: Pass
UPS is in normal operational mode	: Pass
Verify system calibration	: Pass
UPS date code is < 20 years (End of Life)	: Pass

Equipment Details**(Status : Minor Deficiency)****Associated equipment**

Equipment Number : **UPS 01**
UPS Make : POWERWARE
UPS Model : Powerware Plus 160
Serial No : EP152ZBA08
KVA Size : 20
EIN /TAG :
Date Code : December 2001
Location : UPS Room 2nd Floor

No of Battery Strings : 1
No of other equipment : 0
Quantity (Total) : 40

UPS 01 Visual and Mechanical Information

UPS on-line without alarms : **Pass**
Check all nuts, bolts, screws and connections for tightness : **Pass**
Inspect for broken, damaged or burned components as well as cables : **Pass**
Vacuum Interior of UPS and Wipe down exterior : **Pass**
Verify there is a cover on EPO switch : **Pass**
Verifying all cooling fans are operating without noise : **Pass**
Fans are < 7 years old : **Fail**
Inspect and clean or replace UPS AIR FILTERS : **Cleaned**

UPS 01 Environment Verification

UPS Room Temperature / Ventilation is acceptable : **Pass**
Safety Equipment is present : **Pass**
Work area is clean : **Pass**
Adequate service space is available : **Pass**
Circuit Breakers are labeled accurately : **Pass**

UPS 01 TRANSFER VERIFICATION (MAJOR PM ONLY)

The first Major PM is performed on this unit : **N / A**
Transfer to Static By-Pass [Internal] : **Pass**
Transfer to Maintenance By-Pass [Only When Required] : **Pass**
Volatage / Current Wave Form : **Pass**
Transfer to Normal Mode : **Pass**
Verify any Active Alarm : **Pass**

Equipment Details : (Status : Minor Deficiency)

Equipment Number : UPS 01
UPS Make : POWERWARE
UPS Model : Powerware Plus 160
Serial No : EP152ZBA08
KVA Size : 20
EIN /TAG :
Date Code : December 2001
Location : UPS Room 2nd Floor

Associated equipment

No of Battery Strings : 1
No of other equipment : 0
Quantity (Total) : 40

Action Required

DC Group Action Required : No
Customer Action Required : No

Emergency Action Required

DC Group Action Required : No
Customer Action Required : No

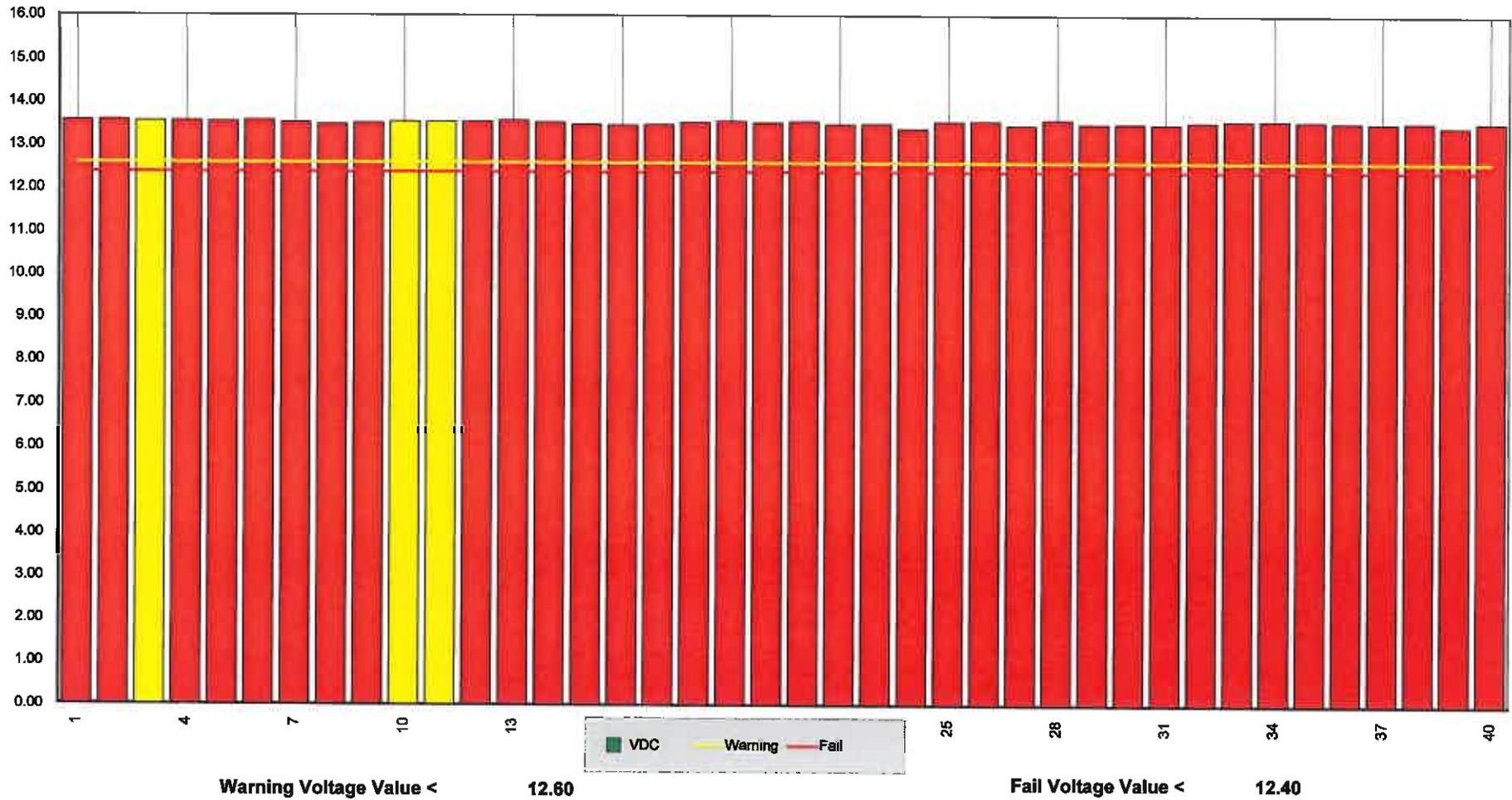
Equipment details : (Status : Major Deficiency)

Associated equipment

Equipment Number : Battery String 01
Make : SPRINTER
Model : S12V500F
Equipment Tag :
Date Code : November 2007
Location : Computer Room
Batteries Per String : 40
No of Battery Packs : 0

Equipment Number : UPS001
Make : POWERWARE
Model : Powerware Plus 160
Equipment Tag :
Date Code : December 2001
Location : UPS Room 2nd Floor

VDC Readings for String 01



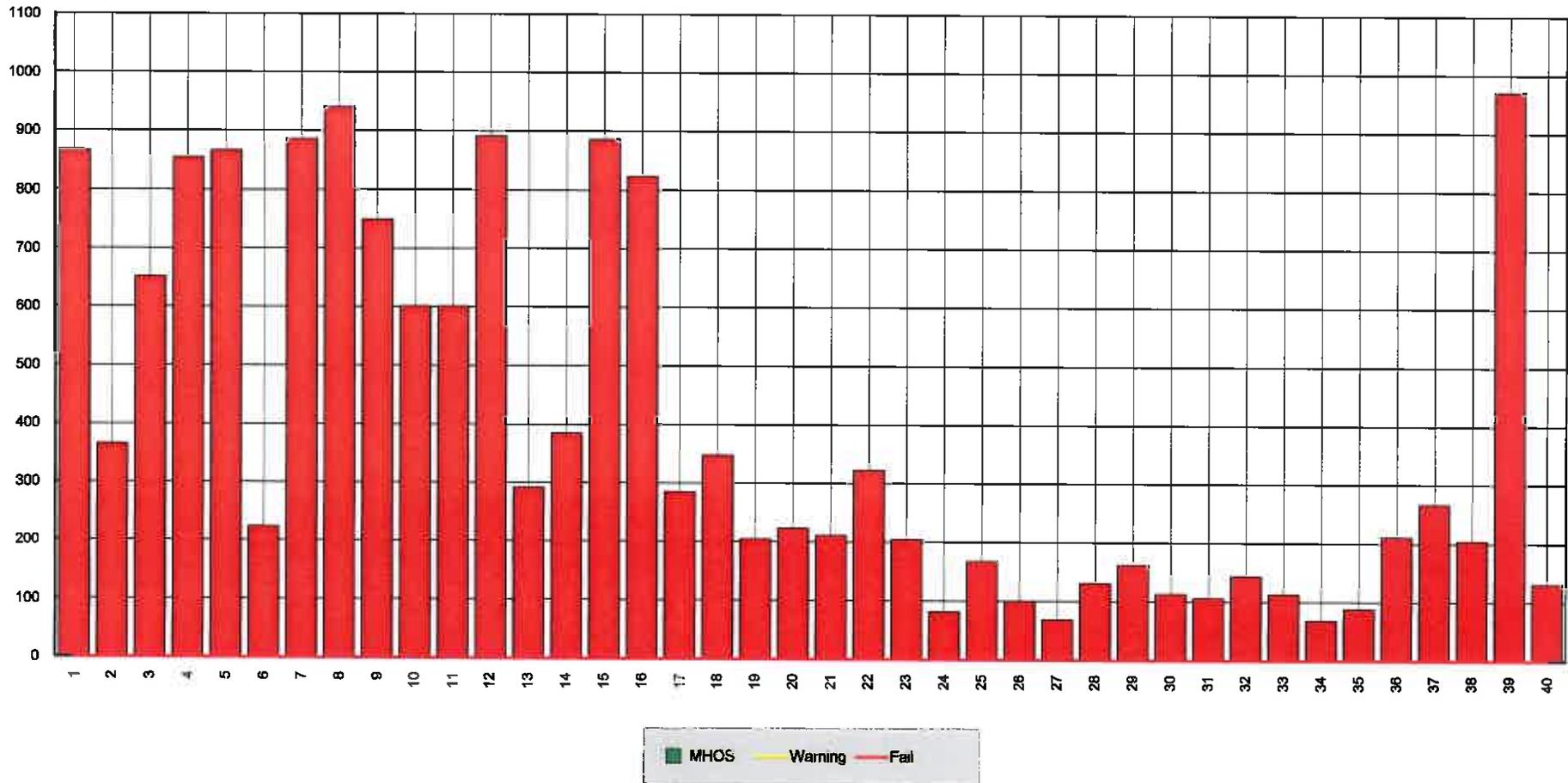
Equipment details : (Status : Major Deficiency)

Associated equipment

Equipment Number : Battery String 01
Make : SPRINTER
Model : S12V500F
Equipment Tag :
Date Code : November 2007
Location : Computer Room
Batteries Per String : 40
No of Battery Packs : 0

Equipment Number : UPS001
Make : POWERWARE
Model : Powerware Plus 160
Equipment Tag :
Date Code : December 2001
Location : UPS Room 2nd Floor

Conductance Readings 01



Reference Value : 0

Warning Reference Value < 70% : 0

Fail Reference Value < 60% : 0

Equipment details : (Status : Major Deficiency)

Equipment Number : Battery String 01
 Make : SPRINTER
 Model : S12V500F
 Equipment Tag :
 Date Code : November 2007
 Location : Computer Room
 Batteries Per String : 40
 No of Battery Packs : 0

Associated equipment

Equipment Number : UPS001
 Make : POWERWARE
 Model : Powerware Plus 160
 Equipment Tag :
 Date Code : December 2001
 Location : UPS Room 2nd Floor

Detailed battery readings

Jar	VDC	VAC / MHOS	% Of Ref	Replace?	Monitor ?	Cracks ?	Comments
1	13.57	867	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
2	13.58	366	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
3	13.55	651	0	Yes	Yes	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
4	13.56	935	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
5	13.54	667	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
6	13.57	224	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
7	13.52	886	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
8	13.48	941	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
9	13.51	750	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
10	13.54	601	0	Yes	Yes	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
11	13.54	601	0	Yes	Yes	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
12	13.54	892	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
13	13.57	292	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
14	13.53	365	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
15	13.48	886	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
16	13.47	824	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
17	13.43	286	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
18	13.53	348	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
19	13.56	205	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
20	13.52	224	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
21	13.55	212	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
22	13.49	323	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
23	13.50	205	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
24	13.38	82	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
25	13.54	168	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
26	13.55	100	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
27	13.45	68	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
28	13.58	131	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
29	13.49	162	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
30	13.50	113	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
31	13.49	103	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
32	13.53	144	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl

Equipment details : (Status : Major Deficiency)

Equipment Number : Battery String 01
Make : SPRINTER
Model : S12V500F
Equipment Tag :
Date Code : November 2007
Location : Computer Room
Batteries Per String : 40
No of Battery Packs : 0

Associated equipment

Equipment Number : UPS001
Make : POWERWARE
Model : Powerware Plus 160
Equipment Tag :
Date Code : December 2001
Location : UPS Room 2nd Floor

33	13.56	113	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
34	13.57	69	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
35	13.55	86	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
36	13.53	212	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
37	13.51	267	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
38	13.53	205	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
39	13.43	972	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl
40	13.53	131	0	Yes	No	No	MHOS value is less than 60% reference value:1274.4. This battery should be repl

VDC Warning / Fail Range : 12.60 - 12.40

MHOS Reference : 0

MHOS Warning / Fail Range 0 - 0

Equipment details : (Status : Major Deficiency)

Equipment Number : Battery String 01
Make : SPRINTER
Model : S12V500F
Equipment Tag :
Date Code : November 2007
Location : Computer Room
Batteries Per String : 40
No of Battery Packs : 0

Associated equipment

Equipment Number : UPS001
Make : POWERWARE
Model : Powerware Plus 160
Equipment Tag :
Date Code : December 2001
Location : UPS Room 2nd Floor

BATTERY STRING NO.1 - INFORMATION

Battery Date Code	: 2007	Recommended Replacement	: 2011
Batteries Recommended to Replace	: 40	Batteries Recommended to Monitor	: 0
Recommended to replace the whole string	: No		
Temperature Tolerance Range:(68F - 77F)	: Pass	Temperature	: 70
Battery Temp Tolerance Range:(68F-90F)	: Pass	Temperature	: 72
Battery Type	: V - Sealed		
Verify battery rack integrity	: Pass	Vent fan operation	: Pass
Float voltage readings status	: Offline	Float voltage readings value	: Normal Float

Comments : All the batteries recommended for replacement. most of the batteries failed at conductance reading and batteries are old enough

BATTERY STRING NO.1 CHARGING SYSTEM VERIFICATION

Total Float Voltage	:	545.00	Pass
Positive terminal to Ground	:	273.00	Pass
Negative terminal to Ground	:	272.00	Pass
DC Charging Current	:	0.10	Pass
AC Ripple Voltage	:	0.20	Pass
AC Ripple Current	:	0.20	Pass
Intercell Resistance Acceptance	:	Pass	
For 2 volt Sealed Battery, Check strap torque	:	Pass	

Equipment details : (Status : Major Deficiency)

Equipment Number : Battery String 01
Make : SPRINTER
Model : S12V500F
Equipment Tag :
Date Code : November 2007
Location : Computer Room
Batteries Per String : 40
No of Battery Packs : 0

Associated equipment

Equipment Number : UPS001
Make : POWERWARE
Model : Powerware Plus 160
Equipment Tag :
Date Code : December 2001
Location : UPS Room 2nd Floor

Container and Cover Condition

Bulged - No : Pass
Cracked - No : Pass
Debris/Sediments - No : Pass

Battery Environment

Inspect for sulfurous ("rotten egg") odor : Pass
Verify Presence of Safety Equipment : Pass
Missing Intercell connector / Hardware : Pass

DC GROUP INC



CERTIFICATE OF COMPLETION

This certificate is awarded to

DAVID SMITH

For Completing a 4 week course on UPS Systems of Liebert, Powerware, MGE, APC, GE, Mitsubishi, Toshiba, Gamatronics, Staco, Tripp Lite, Electrical Safety, Battery Safety, PPE, Lock Out/Tag Out and other Field/Safety training as per DC Group Safety Manual.

A handwritten signature in black ink, appearing to read "David Smith", is written over a horizontal line.

Signature of Training Director

11/28/2014

Date

DC GROUP INC



CERTIFICATE OF COMPLETION

This certificate is awarded to

HORACE BROWN

For Completing a 4 week course on UPS Systems of Liebert, Powerware, MGE, APC, GE, Mitsubishi, Toshiba, Gamatronics, Staco, Tripp Lite, Electrical Safety, Battery Safety, PPE, Lock Out/Tag Out and other Field/Safety training as per DC Group Safety Manual.

6/17/2014

Signature of Training Director

Date

DC GROUP INC



CERTIFICATE OF COMPLETION

This certificate is awarded to

NAINAR PANDIYAN

For Completing a 4 week course on UPS Systems of Liebert, Powerware, MGE, APC, GE, Mitsubishi, Toshiba, Gamatronics, Staco, Tripp Lite, Electrical Safety, Battery Safety, PPE, Lock Out/Tag Out and other Safety training as per DC Group Safety Manual.

Kudli (Sasivel Gobbi)

Signature of Training Director

3/23/2012

Date

DC GROUP INC



CERTIFICATE OF COMPLETION

This certificate is awarded to

MARK DANIEL

For Completing a 4 week course on UPS Systems of Liebert, Powerware, MGE, APC, GE, Mitsubishi, Toshiba, Gamatronics, Staco, Tripp Lite, Electrical Safety, Battery Safety, PPE, Lock Out/Tag Out and other Safety training as per DC Group Safety Manual.

Samuel Gibbi
(Samuel Gibbi)

Signature of Training Director

12/8/2012

Date



March 31, 2015

ADDENDUM NO. ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MLO-848**
Dated: **March 16, 2015**
Commodity: **Uninterruptible Power Supply (UPS) & Battery Maintenance**
RFP Closing On: **April 14, 2015 at 2:30 p.m. (Eastern)**

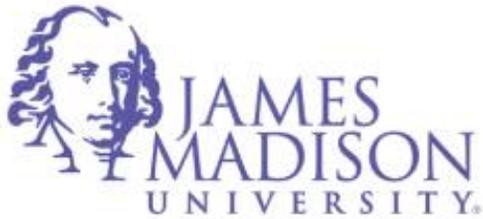
Please note the clarifications and/or changes made on this proposal program:

- 1. The table shown on Page 2 of this Addendum provides serial numbers and physical locations of JMU's current UPS equipment.**

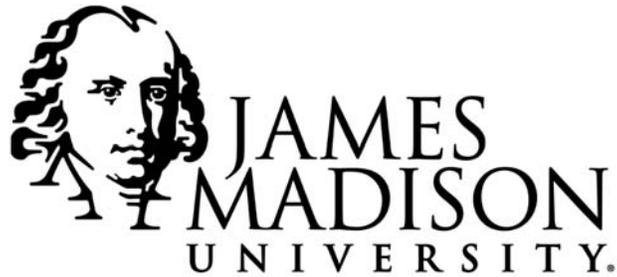
Signify receipt of this addendum by initialing "*Addendum # _____*" on the signature page of your proposal.

Sincerely,

Matasha Owens, VCO
Buyer Senior
Phone: (540-568-3137)



Manufacturer	Description	Model	Part #	Serial #	Location	Notes
MGE	UPS ESP3150 150KV _a	72-160402-42	2457	07-01	Frye Building 1 st Floor, Room 100 91 Bluestone Drive Harrisonburg, VA 22807	Also known as APC Comet 150KVA
	Battery Cabinet	72-160402-41	2457	07-02		18 Batteries
	Battery Cabinet	72-160402-41	2457	07-03		18 Batteries
Liebert	UPS S610 150KV _a	U39SA154C0CB482	02- 864615-61	D07D5A0005	Massanutten Hall 1 st Floor, Room 130 1031 S Main St Harrisonburg, VA 22807	
	Battery Cabinet	U36BP150WJBNUUU	3D0000	6855		40 batteries
Liebert	UPS S610 225KV _a	U39SA229C0CB943	02- 864622-61	D09C5A0006	Massanutten Hall 1 st Floor, Room 130 1031 S Main St Harrisonburg, VA 22807	
	Battery Cabinet	U36BP225WXBNUUU	3D0000	9035		40 batteries
Power Chloride	UPS 90-Net 400KVA	90N400400AS44N	B26268	5	Rose Library 1 st Floor, Room M1212 1251 Carrier Drive Harrisonburg, VA 22807	
	Battery Cabinet	LCAB-400K				40 batteries
	Battery Cabinet	LCAB-400K				40 batteries
	Battery Cabinet	LCAB-400K				40 batteries



Request for Proposal

RFP # MLO-848

**Uninterruptible Power Supply (UPS) & Battery
Maintenance**

March 16, 2015



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

REQUEST FOR PROPOSAL
RFP # MLO-848

Issue Date: March 16, 2015
Title: Uninterruptible Power Supply (UPS) & Battery Maintenance
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:30 p.m. on April 14, 2015 For Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information and Clarification Should Be Directed To: Matasha Owens, MPA, VCO, Buyer Senior Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/ services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Date: _____ Phone: _____

Web Address: _____ Fax #: _____

Email: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; ***IF YES*** ⇒ ⇒ SMALL; WOMAN; MINORITY ***IF MINORITY:*** AA; HA; AsA; NW

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.

REQUEST FOR PROPOSAL

RFP # MLO-848

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[A.](#) Offeror Data Sheet

[B.](#) SWaM Utilization Plan

[C.](#) Sample of Standard Contract

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Uninterruptible Power Supply (UPS) & Battery Maintenance for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for nine (9) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU operates several Uninterruptible Power Supply (UPS) units related to its data centers. The University has maintained preventative maintenance and emergency service contracts on these UPS units over the life of the equipment. These service contracts are approaching final expiration.

JMU currently has the following UPS equipment:

Manufacturer	Description	Model	Notes
MGE	UPS ESP3150 150KV _a	72-160402-42	Also known as APC Comet 150KVA
	Battery Cabinet	72-160402-41	18 Batteries
	Battery Cabinet	72-160402-41	18 Batteries
Liebert	UPS S610 150KV _a	U39SA154C0CB482	
	Battery Cabinet	U36BP150WJBNUUU	40 batteries
Liebert	UPS S610 225KV _a	U36BP225WXBNUUU	
	Battery Cabinet	U39SA229COCB943	40 batteries
Power Chloride	UPS 90-Net 400KVA	90N400400AS44N	
	Battery Cabinet	LCAB-400K	40 batteries
	Battery Cabinet	LCAB-400K	40 batteries
	Battery Cabinet	LCAB-400K	40 batteries

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

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

partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University seeks an experienced firm to provide routine maintenance, preventative maintenance, and emergency services for all Uninterruptible Power Supply (UPS) equipment listed in *Section II. Background*. The University reserves the right to add or delete equipment as necessary. The minimum required services are as follows:

- One (1) Major Preventative Maintenance and One (1) Minor Preventative Maintenance per year.
- Four (4) Battery Preventative Maintenance visits per year. One per calendar quarter with two of the Preventative Maintenance visits to coincide with the Major and Minor Preventative Maintenance visit.
- Emergency maintenance services in response to UPS problems.

Offeror shall provide a detailed response to each of the following:

- A. List activities performed during the following:
 1. Major Preventative Maintenance
 2. Minor Preventative Maintenance
 3. Battery Preventative Maintenance
- B. Describe the warranty provided on parts and labor.
- C. Describe your firm's ability to provide Original Equipment Manufacturer (OEM) or replacement parts.
- D. Describe the process for managing emergency service requests.
- E. Describe response times for emergency service requests including, but not limited to, the following:
 1. Time for service technician to call back after ticket is opened.
 2. Time for technician to arrive onsite.
 3. Time for parts to arrive onsite.
- F. Describe how your firm will work with JMU to schedule preventative maintenance visits.
- G. Identify how your firm defines "normal business hours" and "after-hours." Describe how your firm accommodates requests for "after-hours" preventative maintenance. Specify any associated cost in *Section X. Pricing Schedule*.
- H. State the name, location, and qualifications of personnel to be assigned to JMU.

- I. Describe your firm’s inventory of parts. Indicate location.
- J. Describe how maintenance and service reports will be provided to the University after each visit. Specify the minimum information that will be provided in each report (*i.e. scope of work, materials or parts furnished, number of hours, etc.*).
- K. Describe any electronic tools, reporting, or monitoring capabilities provided by your firm. Specify any associated cost in *Section X. Pricing Schedule*.
- L. Describe services provided by your firm that will require the UPS to have internet connectivity and/or for your firm to have remote access to the UPS.
- M. Specify whether the company is a “Manufacturer Authorized” service provider for the equipment listed in *Section II. Background*.
- N. Describe the training provided to technicians as it specifically relates to the equipment listed in *Section II. Background*. State the ability for all technicians assigned to JMU to hold certification by the manufacturer for servicing the listed equipment.
- O. Provide documentation related to the Contractor and/or technicians being certified or trained by the equipment manufacturers.
- P. Describe safety procedures utilized by your firm’s technicians during preventative maintenance or emergency visits. Describe any safety procedure requirements expected of JMU during preventative maintenance or emergency service visits.
- Q. Describe any other services offered by your firm. Specify any associated cost in *Section X. Pricing Schedule*.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

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 James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror’s proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and four (4) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked “*Redacted Copy*” on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade

secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU 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, JMU 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 issued by Procurement Services.
3. 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 submissions 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. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - 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.
 - 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, sub letter, 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 sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which 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 the 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 offeror's 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.

- 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 the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must 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 and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. 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. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal.
3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. “*Pricing Schedule*” of this Request for Proposal.

VI. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by James Madison University using the following criteria:

1. Quality of products/services offered and suitability for the intended purposes.
2. Qualifications and experience of Offeror in providing the goods/services.
3. Specific plans or methodology to be used to perform the services.
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses
5. Cost

B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. 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. 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.

VII. GENERAL TERMS AND CONDITIONS (Rev. 7/3/14 ABS)

- A. PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at

<http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. 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.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. 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).
- b. 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.
- c. 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.
- d. 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.
- e. 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; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) 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

- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. 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.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a 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.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. 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.
 2. The Purchasing Agency 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 Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. 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 Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. 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 Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. 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 Purchasing 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 Purchasing Agency or with the performance of the contract generally.
- P. 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.
- Q. 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 (available for review at <http://www.jmu.edu/procurement>) The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage 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:

1. 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 requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. 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.
4. Automobile Liability - \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. 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.

T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: 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 procurement solution by completing the free eVA Vendor Registration. 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. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

City, State, Zip Code

RF

P Title

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive 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 intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: 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. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568 -7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of nine (9) 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 no more than the percentage increase/decrease of the other services 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 other services 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.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

I. COOPERATIVE PURCHASING / 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 related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a 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 or FEIN, phone number, total dollar amount subcontracted, category type (small, women-

owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. 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 with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** 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 or FEIN 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.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, 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 contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- L. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- M. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

- N. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- O. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- P. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- Q. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- R. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are

not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

- U. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- V. NEW EQUIPMENT: Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.
- W. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly trained to perform such services.
- X. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts unless the Contractor receives prior written authorization from the Commonwealth.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

X. PRICING SCHEDULE

- A. Provide the cost per UPS/Battery unit listed in *Section II. Background* for the following:
 - 1. Major Preventative Maintenance
 - 2. Minor Preventative Maintenance
 - 3. Battery Preventative Maintenance
- B. Provide the cost for emergency maintenance/after-hours services.
- C. Specify minimum percent off published list price for parts/batteries.
- D. Provide the cost for any other products and services being offered.

XI. ATTACHMENTS

[Attachment A](#): Offeror Data Sheet

[Attachment B](#): Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

[Attachment C](#): Standard Contract Sample

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

- 3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

- 5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?

Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business" means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent 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 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM**

Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbv.virginia.gov (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Bid/Proposal and Subsequent Contract

 Date Form Completed

Offeror / Proposer:

 Firm Address Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	DMBE Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
CONTRACT

STANDARD

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiation Summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR: PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____