



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU4458

This contract entered into this 29th day of June 2015, by **System Engineering International LLC DBA Critical Power USA** 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:

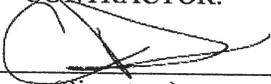
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

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

The contract documents shall consist of:

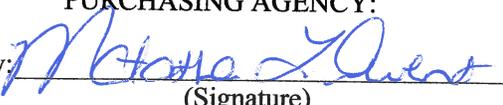
- (1) This signed form;
- (2) The following portions of the Request for Proposal # MLO-848 dated March 16, 2015:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
 - (d) 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 22, 2015.

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

CONTRACTOR:
By: 
(Signature)

Christian Davis
(Printed Name)

Title: Vice President of Sales

PURCHASING AGENCY:
By: 
(Signature)

NATASHA OWENS
(Printed Name)

Title: Buyer Senior



**RFP # MLO-848, Uninterruptible Power Supply (UPS) & Battery
Maintenance Negotiation Summary for
System Engineering International LLC DBA Critical Power USA**

June 22, 2015

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

Manufacturer	Description	Notes	Total Annual Cost
MGE	UPS ESP3150 150KV _a	Also known as APC Comet 150KVA	\$1,949
	Battery Cabinet	18 Batteries	
	Battery Cabinet	18 Batteries	
Liebert	UPS S610 150KV _a		\$1,949
	Battery Cabinet	40 Batteries	
Liebert	UPS S610 225KV _a		\$1,949
	Battery Cabinet	40 Batteries	
Power Chloride	UPS 90-Net 400KVA		\$1,949
	Battery Cabinet	40 Batteries	
	Battery Cabinet	40 Batteries	
	Battery Cabinet	40 Batteries	
Eaton	UPS 9355-30	\$	1,949
	Battery Cabinet	108 Batteries	
	Battery Cabinet	36 Batteries	
Total			\$9,745

Time and Material Rates	
Monday thru Friday, 6:00 a.m. – 5:00 p.m.	\$115/hr
Monday thru Friday, 5:00 p.m. – 6:00 a.m., Saturday, Sunday, & Holidays	\$161/hr
The Contractor shall accommodate any requests made by the Purchasing Agency for after-hours preventative maintenance, subject to Field Service Engineer availability.	

2. The Purchasing Agency will issue purchase orders that authorize work to proceed in accordance with the contract and any applicable quote. The Contractor shall not proceed with work without a purchase order.
3. The following are specifically covered under this contract:
 - a. 24x7 Emergency Response with 4 hour onsite regardless of level of critically (*Excludes parts and labor*)
 - b. Air Filters
 - c. External Maintenance Bypass Cabinets (*PM coverage only. Parts are billable*)
2. The following are not covered under this contract and are billable by the Contractor:
 - a. Parts and Labor for any service issue (emergency or presentative)
 - b. Fans



**RFP # MLO-848, Uninterruptible Power Supply (UPS) & Battery
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June 22, 2015

- c. Capacitors – Individual Capacitors and/or Full String Replacement
 - d. Batteries – Individual Batteries and/or Full String Replacement
4. 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.
 5. The Contractor has disclosed all potential fees. Additional charges will not be accepted.

Matasha Owens
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

April 10, 2015

RE: JAMES MADISON UNIVERSITY / UNINTERRUPTIBLE POWER SUPPLE (UPS) & BATTERY MAINTENANCE/ RFP # MLO-848

Dear Ms. Owens:

Critical Power USA is pleased to submit the following quote for your review and approval. This proposal will provide James Madison University with Preventive Maintenance for four (4) UPS systems as specified in the SOW.

Critical Power USA shall inspect the equipment as required, run system diagnostics, adjust, repair, or replace system components that are approaching unserviceable status, and shall perform all other actions necessary to prevent system failure and extend the system's useful life to keep such in reliable condition at all times, twenty-four (24) hours per day, seven (7) days per week, including holidays. Critical Power USA shall perform bi-annual UPS maintenance and quarterly battery maintenance work between the hours of 9:00 AM and 5:00 PM, Monday through Friday. This proposal includes: One (1) Major Preventative Maintenance and One (1) Minor Preventative Maintenance per year, Four (4) Battery Preventative Maintenance visits per year, Unlimited 24 X 7 emergency service, On-Site Service Response in Three Hours or Less. Critical Power USA must be supplied safe and timely access to all locations.

Critical Power USA Information: **DUNS#:** 079084458. **EIN#** (Employer ID): [REDACTED] Chase Bank, 132-01 14th Ave., College Point, NY 11356. **Act#** [REDACTED], **ABA#** [REDACTED], **SWIFT#** [REDACTED]

Additional benefits to James Madison University with Critical Power USA fulfilling this purchase request are:

- Over 35 years of experience in the power industry proficiency
- Qualified and trained service technicians
- Knowledge of your equipment and site

This proposal is valid for a period of 30 days from its date. Terms are Net/30.

Thank you again for considering Critical Power USA for your purchasing requirements. If you have any questions please feel free to give me a call at (240) 772-1660, ext 701.

Yours truly,


Christian Davis
Vice President of Sales

TABLE OF CONTENTS

	PAGE
I LIST OF ACTIVITIES PERFORMED DURING MAJOR, MINOR, BATTERY MAINTENANCE VISITS	3
II WARRANTY PERIOD ON LABOR AND PARTS	4
III ABILITY TO PROVIDE OEM AND REPLACEMENT PARTS.....	5
IV EMERGENCY SERVICE PROTOCOL	6
V EMERGENCY SERVICE RESPONSE TIMES	7
VI SCHEDULING PREVENTATIVE MAINTENANCE VISITS	8
VII LABOR HOURS	9
IIX STAFFING.....	10
IX INVENTORY OF PARTS	11
X MAINTENANCE AND SERVICE REPORTS	13
XI ELECTRONIC TOOLS, REPORTING, AND MONITORING.....	10
XII INTERNET CONNECTIVITY.....	11
XIII AUTHORIZED SERVICE PROVIDER.....	13
IVX TECHNICIAN TRAINING.....	10
VX TECHNICIAN CERTIFICATION	11
XVI SAFETY.....	13
XVII OTHER SERVICES	13



LIST OF ACTIVITIES PERFORMED DURING MAJOR, MINOR, BATTERY MAINTENANCE VISITS

UPS Major (Annual) PM Service

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

(Note: Critical Power USA 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

Maintenance Bypass Checks

Is there a wrap around maintenance bypass system?

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

Is the maintenance bypass switch labeled?

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

Record label on Input Breaker

Record label on Output breaker

Record label on Bypass Breaker

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

Verify cleanliness of UPS environment

Verify general UPS operation



Power Checks

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.

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)

Thermal Scan Checks

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



Turn the UPS off
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
Check DC Overvoltage.
Check Battery Discharge
Check Impending Low Battery
Check DC Undervoltage
Check Battery Equalize
Check Float Voltage
Check DC Ground Detection

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
Perform Static Switch leakage testing
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
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 Critical Power USA 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

Maintenance Bypass Checks

Is there a wrap around maintenance bypass system?
Is the Wrap around maintenance system "make before break"?
Is the maintenance bypass switch labeled?
Was the unit put into maintenance bypass during the last PM?
Record label on Input Breaker
Record label on Output breaker
Record label on Bypass Breaker

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
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 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 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.

Battery (Quarterly) PM Service

A Critical Power USA Field Service Engineer will check the following during an annual (major) and a semi annual (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 Critical Power USA 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 ($^{\circ}\text{F}$) within 5 feet of the batteries
- (Should be 68 - 77 $^{\circ}\text{F}$)

Electrical Checks

Verify and Record:

- DC Charging Current
- Terminal to ground
- Terminal to Ground
- AC Ripple Voltage
- AC Ripple Current
- Total Battery Voltage
- Strap Torque (Annual only)
- Electrolyte Level
- UPS feeder breaker rating label
- Battery feeder breaker rating label
- Individual battery voltage
- Individual AC Milli-volts across batteries that have pin terminals
- Internal Cell Resistance / Conductance for flag type terminal batteries when accessible

- 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)
- 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.

WARRANTY PERIOD ON LABOR AND PARTS

Critical Power USA offers a 90 day warranty on all labor, a one (1) year warranty on all parts, and a three (3) warranty on all batteries supplied for this contract.

ABILITY TO PROVIDE OEM AND REPLACEMENT PARTS

Critical Power USA (CPUSA) is an APC Certified Reseller. CPUSA has priority access to any failed part that the MGE UPS unit may require. CPUSA is also an Emerson Network Power partner as well. CPUSA stocks spare parts kits for the Liebert 610 and MGE UPS systems. Lead times on parts not stocked at the CPUSA warehouse are subject to manufacture's availability.

EMERGENCY SERVICE PROTOCOL

Critical Power USA proposal has included an Emergency Service Plan as a standard part of your maintenance agreement.

Critical Emergency Response requests will vary from 30 minutes to twenty four hours, depending on the level of your service agreement. CPUSA maintains a Toll Free Emergency Service Hot Line 24 hours a day, seven days a week, 52 weeks a year.

In case of Emergency:

Call 800-765-4734 and follow the prompts. A CPUSA technician will respond to your call within 30 minutes. You will then explain your situation, give your site name and address and the technician will advise on the best course of action.

Note: Procedures will vary according to make/model/build of UPS equipment as well as the layout of the one-line of the facility and bypass layout. Procedures can also vary due to the nature and circumstances of the issue.



Pre-Site Arrival

1. Establish Contact and prepare for immediate site response.
2. Conduct Troubleshooting checklist over the phone.
3. If issue is resolved schedule site visit for next possible date.
4. If issue is not resolved continue to prepare for site arrival.
5. Gather operations/owner manual and parts.
6. Prepare equipment/tool checklist.
7. Consult route to site.

Site Arrival

1. Meet with on-site contact and determine course of action.
2. Read Display and Troubleshoot.
3. Conduct internal visual inspection.
4. Determine problem and possible causes.
5. Coordinating with end user, place unit in bypass and proceed to troubleshoot.
6. Repair problem, procure parts or take other appropriate action.
7. Place unit back on line and monitor operation.
8. Conclude visit and prepare service rep ort detailing problems, solutions and any long range actions that might help eliminate future failures.

EMERGENCY SERVICE RESPONSE TIMES

If an onsite General Emergency service request is issued Critical Power USA will respond to your location within eight (8) hours. Critical Power USA will need a contact name and phone number when you call for emergency service.

Critical Emergencies

Critical Emergencies are incidents, which require rapid response for repairs and pose an immediate detrimental impact on the function of the communication/computer systems, components or dependent services. Critical Power USA will be on-site **within four (4) hours** of the emergency call being made.

CPUSA has extensive experience in responding to Emergency Call Out's (ECO's) with our current customer base. Some 60% of our three hundred (300+) plus customers maintenance customers base have emergency call out provisions as part of their respective agreements. Those various Emergency Calls Out response range from onsite diagnosis from Two (2) Hours to Eight (8) Hours, depending on the customer and the criticalness of their respective sites. A representation list of CPUSA's "Critical Sites" that require Emergency Call Outs on a 24 x 7 Basis included but are not limited to:



Two (2) Hours Emergency Calls Out Response:

Library of Congress (LOC)
Comcast
Environmental Protection Agency (EPA)

Four (4) Hours Emergency Calls Out Response:

Department of Veterans Affairs (Pittsburgh)
Andrews Air Force base (AFB)
Department of Justice (FBI)
Bureau of Engraving and Printing (BEP)
Western Maryland Correctional Institute
Langley Air Force Base
National Institute of Standards and Technology (NIST)
Portsmouth Naval Medical Center
Lockheed Martin
Letterkenny Army Depot
Maryland Department of Information Technology (DOIT)
Frederick Memorial Hospital
NASA
Fort Detrick

Eight (8) Hours Emergency Calls Out Response:

University of Maryland Shady Grove
Department of Veterans Affairs (Martinsburg)
SAIC
City of Elizabeth Police & Fire
Congoleum Corporation
Empire Blue Cross
Greater Baltimore Medical Center (GBMC)
Fredrick Cancer Research (FCR)

SCHEDULING PREVENTATIVE MAINTENANCE VISITS

All preventative maintenance visits will be scheduled at least two weeks prior to the requested service date. Tentative service dates will be offered to James Madison University. James Madison University will have the ability to choose what service dates would suit the university schedule. Once a date is agreed upon an email and a Microsoft calendar invite will be sent.

LABOR HOURS



Normal business hours are identified as 6am to 6pm. Normal business hours are billed at a rate of \$115.00 an hour. After hours are 6pm to 6am and any weekend or holiday. After hours are billed at a rate of \$161.00 an hour. Critical Power USA will accommodate any request for after hours preventative maintenance, subject to Field Service Engineer availability.

STAFFING

Name	Role	Quality Responsibility
JUSTIN MCCLUNG	DIRECTOR OF POWER SERVICES	QUALITY AUDITS, MENTORING & SUPERVISION
CHRISTIAN DAVIS	VICE PRESIDENT OF SALES	QUOTATIONS, AUDITS AND SOW COMPLIANCE
STEVEN CRANMORE	PRIMARY SENIOR TECHNICIAN/FIELD ENGINEER	PERFORMS UPS AND INVERTER SERVICE VISITS
CORY GOSNELL	PRIMARY SENIOR TECHNICIAN/FIELD ENGINEER	PERFORMS UPS AND INVERTER SERVICE VISITS
ANTONIO GOLDER	REGIONAL MANAGER/SENIOR TECHNICIAN/FIELD ENGINEER	PERFORMS UPS AND INVERTER SERVICE VISITS/OVERSIGHT
ALIOU OBE	JUNIOR TECHNICIAN/FIELD ENGINEER	PERFORMS UPS AND INVERTER BATTERY REPLACEMENTS
MIKE LINDSAY	PROJECT ENGINEER/MANAGER	TECHNICAL SUPPORT
IANI TASSEV	QUALITY ASSURANCE ENGINEER	PERFORMS ONSITE UPS AND INVERTER AUDIT VISITS
STANLEY BRYAN	SECONDARY TECHNICIAN/FIELD ENGINEER	PERFORMS UPS AND INVERTER SERVICE VISITS
JOHN WILLET	SECONDARY APPRENTICE TECHNICIAN/BATTERY TECHNICIAN	PERFORMS UPS AND INVERTER BATTERY REPLACEMENTS
SANDY STAPLETON	SCHEDULING	UPS/BATTERY SERVICE AND REPLACEMENT SCHEDULING
SHERRY GRIMES	INVOICING	LINE ITEM INVOICING

INVENTORY OF PARTS

Critical Power USA (CPUSA) is headquartered in Frederick, MD. CPUSA also has major warehouses in New York, NY, Miami, FL, Chicago, IL and Boston, Mass. It is our standard practice to also equip all of our Field Service Technicians with their own storage location to stock high level failing parts, dictated by the regions inventory. We have six of these storage locations currently: Richmond, VA, Raleigh, NC, Roanoke VA, Pittsburgh, PA, Philadelphia, PA and Hudson Valley, NY.



All of our warehouses stock batteries, UPS & DC Power Equipment, spare parts and disaster relief UPS/DC Plant units. Each location has a dedicated van used for immediate disaster relief deliveries. CPUSA stocks "high failure" parts in order to be best suited to bring the back-up power system back on-line should a failure occur. Our average inventory of spare UPS and DC Plant parts is usually over \$250,000.00, per warehouse. CPUSA employees 24 UPS Field Service Technicians (FSE's), one power services director and four office assistants. CPUSA is an Emerson, Toshiba and Alpha Authorized Service Partner.

CPUSA is a stocking reseller of C&D and Energysys line batteries. Having stock "on hand" gives CPUSA the capability to dispatch a Field Service Engineer with batteries, should a failure occur. CPUSA also stocks high failure UPS and DC Power Plants parts. It is CPUSA standard practice to have on hand spare parts kits for three phase UPS units that require Emergency call out service. These kits allow for rapid deployment and repair for high failure type parts and components. CPUSA has in our warehouse: replacement boards, fuses, fans and hardware for APC, Liebert, Powerware, Triplite, MGE and other UPS systems.

CPUSA offers disaster recovery units that can be immediately deployed could a total collapse of the UPS or DC Power Plant occur. CPUSA can provide both single and three phase UPS units, DC Power Plant and Inverters upon request. Should an Emergency Call Out request be initiated by TWC and repair is deemed impossible, CPUSA will bring the applicable disaster recovery unit to the site. These units can be swapped out within 4-8 hours from the initial request for service, depending on the sites location. Our three phase disaster relief UPS units include: Powerware 9315's, MGE Comet's, MGE EPS 4000, Liebert Npower's, Liebert AP600's, Toshiba 4300's, Toshiba 1600's, APC Symmetra PX's and others. CPUSA has a vast amount of single phase UPS units: APC, Liebert, and Powerware. CPUSA stocks Cordex DC power Plants, Emerson Netsure 701 and 502's, GE Linage equipment. We also stock an AMPS80 inverter system.

MAINTENANCE AND SERVICE REPORTS

Critical Power USA will supply a maintenance/service report within five (5) days after the initial site visit. These service reports will also be made available via the Critical Power USA Web Portal. A sample of our maintenance report has been supplied for your review.

ELECTRONIC TOOLS, REPORTING, AND MONITORING

As mentioned above all Critical Power USA service and maintenance reports will be made available via our online Web Portal. Critical Power USA utilizes Ipads to complete all maintenance. Initial reports can be furnished upon immediate completion of the service/maintenance visit. Critical Power USA has the ability to monitor UPS Systems remotely via the SNMP function of the UPS.



INTERNET CONNECTIVITY

Critical Power USA does not have a requirement for the UPS to have internet connectivity in order to provide preventative maintenance. Internet connectivity access is at the sole discretion of James Madison University. If James Madison University gives Critical Power USA internet connectivity access to the UPS's SNMP functions, Critical Power USA will be able to diagnose, triage and respond to any emergency request in a more expedited fashion.

AUTHORIZED SERVICE PROVIDER

Critical Power USA is an Emerson, Toshiba and Alpha Authorized Service Partner. Critical Power USA employs three (3) factory trained MGE Technicians and three (3) factory trained Emerson Technicians. Additionally, Critical Power USA trains and self certifies all Field Service Engineers in UPS maintenance and repair.

TECHNICIAN TRAINING

New employees are required to attend Three days of course instruction taught to all new employees.

- a. See Critical Power USA UPS Training COURSE OUTLINE/AGENDA
- b. See Critical Power USA INTERNAL GUIDE UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEMS MAINTENANCE PROCEDURES

New employees are required to spend one hundred and sixty (160) hours of onsite training and diagnostics with a senior ups technician prior to field placement.

New employees are given a ninety (90) day probation employment period to ensure workmanship, quality, ability and professionalism

All New employees are required to have received original equipment training (OEM) prior to employment at Critical Power USA. If the New employee did not receive OEM training, that employee must attend a Toshiba/Alpha/Argus/Mitsubishi/GE or another approved Authorized service provider (ASP) training course within one hundred and twenty days after the ninety (90) day probational employment period.

Training Outline

- I. **UPS Systems Defined**
 - A. Utilization of the Uninterruptible Power Supply
 - B. Major UPS Components
 - a. Rectifier
 - b. Battery Circuit
 - c. Inverter



- d. Static Switch
- e. Other optional components
 - i. Transformers
 - ii. Maintenance Bypass Cabinets
 - iii. External Monitoring Devices
- C. Types of UPS Systems
 - a. Double conversion
 - b. Single conversion
 - c. Static Inverter
 - d. Continuous Duty
- D. Modes of UPS Operation
 - a. Normal Operation
 - b. Static Bypass
 - c. Maintenance Bypass (if equipped)
 - d. Battery Operation
 - e. Offline
- E. Input / Output Power Types
 - a. Single Phase
 - b. Three Phase
- F. Mimic Diagram

II. Batteries Defined

- A. Types of Batteries
 - a. Sealed Lead Acid
 - b. Vented Lead Acid
 - c. Absorbed Glass Mat
 - d. Other types
- B. Common Expected Voltages
 - a. 2V jars
 - b. 6V jars (3-2V jars in series)
 - c. 12V jars (6-2V jars in series)
- C. Battery ratings
 - a. WPC: Watts per cell
 - b. AH: Ampere-hour
- D. Series vs. Parallel
 - a. Series
 - b. Parallel
 - c. Series Parallel
- E. Battery Operating Conditions
 - a. Temperature
 - b. Voltage
 - c. Torque verifications
 - d. Corrosion Prevention
 - e. Thermal Runaway



- i. Causes
- ii. Indications
- iii. Required Actions

III. Safety

- A. Manipulation of UPS components
 - a. Identification of UPS safety placards
 - i. Examples of recommended PPE
- B. Lockout/Tagouts
- C. Expected UPS Electrical Potential
 - a. Modes of operation
 - i. AC potential
 - ii. DC potential

IV. UPS Incident Response

- A. Acknowledgement
 - a. Important of local acknowledgement
 - b. Priorities
 - c. Determine system(s) affected
- B. Importance of Process
 - a. Information retrieval
- C. Onsite Triage
 - a. Identify Your System
 - i. Modular, hot-swappable
 - 1. First response is vital
 - 2. Types of modular systems
 - 3. Redundancy
 - ii. Commercial
 - 1. First response is typically limited
 - 2. Types of commercial systems
 - iii. User display/control panel access
 - 1. Navigation of menu tree(s)
 - b. Types of failures
 - i. Modular systems
 - 1. Power module failure
-Module replacement
 - 2. Battery module failure
-Module replacement
 - 3. Logic/intelligence module failure
 - ii. Commercial systems
 - 1. Types of faults
 - 2. Display/control panel usage
 - 3. Static bypass operation



- iii. Conditional Faults/Failures
 - 1. Examples
 - 2. Reset conditions
 - 3. Additional requirements
- iv. Nuisance alarms
 - 1. Timer-oriented
 - 2. Addressing
 - 3. Disabling
- c. Onboard Diagnostics
 - i. Explanation
 - ii. Usage
- D. CP USA Emergency Service Hotline Contact Information

V. Wrap-Up & Conclusion

- A. Scope
- B. Course Review Questions
- C. Practical Application Exercises (on test floor)
 - a. Basic component identification
 - b. Module replacement
 - c. Troubleshooting
 - d. Mock Emergency Service Request
- D. Level of Knowledge Exam
- E. Certification, Final Questions & Conclusion

TECHNICIAN CERTIFICATION

Please see the attached Critical Power USA training certificates.

SAFETY

Critical Power USA has the project goal of ZERO accidents and ZERO injuries, with work tasks designed to minimize or eliminate hazards to personnel, processes, equipment, and the general public. No worker should ever perform a task that may endanger their own safety and health or that of others.

This SSSP outlines the Environment, Safety, and Health (ES&H) requirements and guidelines developed for Critical Power USA. These requirements are written to help protect site personnel, visitors, and the general public from exposure to potential E S & H hazards on this job site. There are several plans and actions that are included to ensure that we act to protect the environment, the general public, as well as our workforce during the construction phase of this project. This plan shall be updated if there are major changes to project conditions, situations, or exposures, and those revisions shall be noted on the



document. An employee acknowledgement form documents that each employee understands the SSSP and will implement these safety and health requirements on this job site.

SITE SPECIFIC SAFETY PLAN

- Section 1A: Hazard Communication Standard- [29 CFR 1910.1200](#)
 1. Is there a list of hazardous substances used in your workplace and an MSDS readily available for each hazardous substance used?
 2. Is there an employee training program for hazardous substances that includes:
 - a. an explanation of what an MSDS is and how to use and obtain one;
 - b. MSDS contents for each hazardous substance or class of substances;
 - c. explanation of "A Right to Know";
 - d. identification of where an employee can see the written hazard communication program;
 - e. location of physical and health hazards in particular work areas and the specific protective measures to be used; and
 - f. details of the hazard communication program, including how to use the labeling system and MSDSs.
 3. Are employees aware of the potential hazards and trained in safe handling practices for situations involving various chemicals stored or used in the workplace such as acids, bases, caustics, epoxies, phenols, etc.?
 4. Are all employees required to use personal protective clothing and equipment when handling chemicals (gloves, eye protection, respirators, etc.)?
 5. Have appropriate control procedures been instituted for hazardous materials, including safe handling practices and the use of respirators and ventilation systems?

- Section 1B: Housekeeping- [29 CFR 1910.22](#) and/or [29 CFR 1926.25](#)
 1. Are all worksites clean, sanitary and orderly?
 2. Are work surfaces kept dry and appropriate means taken to assure the surfaces are slip-resistant?
 3. Are all spilled hazardous materials or liquids, including blood and other potentially infectious materials, cleaned up immediately and according to proper procedures?
 4. Is combustible scrap, debris and waste stored safely and removed from the worksite promptly?

- Section 1C: Hand and Power Tools- [29 CFR 1926 Subpart I](#) or [29 CFR 1910 Subpart P](#)
 1. Are grinders, saws and similar equipment provided with appropriate safety guards?



2. Are power tools used with proper shields, guards, or attachments, as recommended by the manufacturer?
 3. Are circular saw guards checked to ensure that they are not wedged up, leaving the lower portion of the blade unguarded?
 4. Are all cord-connected, electrically operated tools and equipment effectively grounded or of the approved double insulated type?
 5. Are all tools and equipment used at the workplace in good condition?
- Section 1E: Fall Protection- [29 CFR 1926 Subpart M](#) and/or [29 CFR 1926 Subpart X](#)
 1. Are all ladders maintained in good condition, joints between steps and side rails tight, all hardware and fittings securely attached, and moveable parts operating freely without binding or undue play?
 2. Are non-slip safety feet provided on each metal or rung ladder, and are ladder rungs and steps free of grease and oil?
 3. Are employees prohibited from using ladders that are broken, have missing steps, rungs, or cleats, broken side rails, or other faulty equipment?
 4. Are metal ladders inspected for damage?
 5. Are floor openings guarded by a cover, a guardrail, or equivalent on all sides (except at stairways or ladder entrances)?
 - Section 1F: PPE- [29 CFR 1910 Subpart I](#)
 1. Has the employer determined whether hazards that require the use of PPE (e.g., head, eye, face, hand, or foot protection) are present or are likely to be present?
 2. Have both the employer and the employees been trained on PPE procedures, i.e., what PPE is necessary for job tasks, when workers need it, and how to properly wear and adjust it?
 3. Are protective gloves, aprons, shields, or other means provided and required where employees could be cut or where there is reasonably anticipated exposure to corrosive liquids, chemicals, blood, or other potentially infectious materials?
 4. Are approved safety glasses required to be worn at all times in areas where there is a risk of eye injuries such as punctures, abrasions, contusions, or burns?
 5. Is appropriate foot protection required where there is the risk of foot injuries from hot, corrosive, or poisonous substances, falling objects, crushing, or penetrating actions?
 6. Are hard hats required, provided and worn where danger of falling objects exists?
 7. A Class II safety vest required to be worn at all times?
 - Section 1G: Lock-out/ Tag-out- [29 CFR 1910.147](#)
 1. Is all machinery or equipment capable of movement required to be de-energized



- or disengaged and blocked or locked out during cleaning, servicing, adjusting, or setting up operations?
2. If the power disconnect for equipment does not also disconnect the electrical control circuit, are the appropriate electrical enclosures identified and is a means provided to ensure that the control circuit can also be disconnected and locked out?
 3. Does the lockout procedure require that stored energy (mechanical, hydraulic, air, etc.) be released or blocked before equipment is locked out for repairs?
 4. Is there a means provided to identify any or all employees who are working on locked-out equipment by their locks or accompanying tags?
 5. Is it required that only the employee exposed to the hazard can place or remove the safety lock?
- Section 1H: Hot Work- [29 CFR 1910 Subpart Q](#)
 1. Are only authorized and trained personnel permitted to use welding, cutting, or brazing equipment?
 2. Are signs posted reading "DANGER, NO SMOKING, MATCHES, OR OPEN LIGHTS," or the equivalent?
 3. Are approved safety glasses required to be worn at all times in areas where there is a risk of eye injuries such as punctures, abrasions, contusions, or burns?
 4. Do eye protection, helmets, hand shields and goggles meet appropriate standards?
 5. Is a check made for adequate ventilation in and where welding or cutting is performed?
 6. Is suitable fire extinguishing equipment available for immediate use?
 - Section 1K: Environmental- [29 CFR 1910 Subpart J](#)
 1. Are wet methods used, when practicable, to prevent the emission of airborne asbestos fibers, silica dust and similar hazardous materials?
 2. Are exhaust stacks and air intakes located so that nearby contaminated air will not be recirculated within a building or other enclosed area?
 3. Are wet methods used, when practicable, to prevent the emission of airborne asbestos fibers, silica dust and similar hazardous materials?
 4. Are employees aware of the hazards involved with the various chemicals they may be exposed to in their work environment, such as ammonia, chlorine, epoxies, caustics, etc.?
 - Section 1L: Occupational Health- [29 CFR 1910 Subpart K](#)
 1. Are employees prohibited from smoking or eating in any area where contaminants are present that could be injurious if ingested?
 2. Are medical personnel readily available for advice and consultation on matters of

- employees' health?
3. Are emergency phone numbers posted?

OTHER SERVICES

On-Line Web-Based Reports

E-Mail Appointment Confirmations -- Critical Power USA may provide e-mail confirmation back to the customer scheduling services.

End-of-Life Options (e.g., "trade-in" or "trade-up" of existing equipment, buy back equipment, donation options, etc.)- Critical Power USA offer APC trade UPS programs which gives discounts on new equipment for trading in old equipment.

Access to New Technology -- Critical Power USA will provide access to new technology through loaned demonstration equipment

Information Regarding New Products -- Critical Power USA will communicate new product releases to the education community

Technical Product Information -- Critical Power USA will offer James Madison University one free UPS training class for up to ten people in our UPS lab located in Frederick MD. This has a per class/per student value of \$250.00, or \$2,500 total. Critical Power USA will then certify James Madison University staff that attend this class as Certified First Responders.

Demonstration Units -- Critical Power USA will provide for the installation of "demonstration units" for evaluation purposes, upon request.

EMERGENCY RESPONSE EXPERIENCE



CPUSA has extensive experience in responding to Emergency Call Out's (ECO's) with our current customer base. Some 60% of our three hundred (300+) plus customers maintenance customers base have emergency call out provisions as part of their respective agreements. Those various Emergency Calls Out response range from onsite diagnosis from Two (2) Hours to Eight (8) Hours, depending on the customer and the criticalness of their respective sites. A representation list of CPUSA's "Critical Sites" that require Emergency Call Outs on a 24 x 7 Basis included but are not limited to:

Two (2) Hours Emergency Calls Out Response:

Library of Congress (LOC)
Comcast
Environmental Protection Agency (EPA)

Four (4) Hours Emergency Calls Out Response:

Department of Veterans Affairs (Pittsburgh)
Andrews Air Force base (AFB)
Department of Justice (FBI)
Bureau of Engraving and Printing (BEP)
Western Maryland Correctional Institute
Langley Air Force Base
National Institute of Standards and Technology (NIST)
Portsmouth Naval Medical Center
Lockheed Martin
Letterkenny Army Depot
Maryland Department of Information Technology (DOIT)
Frederick Memorial Hospital
NASA
Fort Detrick

Eight (8) Hours Emergency Calls Out Response:

University of Maryland Shady Grove
Department of Veterans Affairs (Martinsburg)
SAIC
City of Elizabeth Police & Fire
Congoleum Corporation
Empire Blue Cross
Greater Baltimore Medical Center (GBMC)
Frederick Cancer Research (FCR)



Critical Power USA

Certificate of Completion

In recognition of the successful completion of the requisite critical power systems training practical factors and application exercises this certificate is hereby awarded to

Steven Cranmore

Emerson UPS Systems 10-500 KVA

Given on this day, November 21, 2014



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

Justin McClung, Director of Services

Critical Power USA

Certificate of Completion

In recognition of the successful completion of the requisite critical power systems training practical factors and application exercises this certificate is hereby awarded to

Corey Gosnell

Emerson UPS Systems 10-500 KVA

Given on this day, August 23, 2013



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

Justin McClung, Director of Services

Critical Power USA

Certificate of Completion

In recognition of the successful completion of the requisite critical power systems training practical factors and application exercises this certificate is hereby awarded to

Aliou Obe

Emerson UPS Systems 10-500 KVA

Given on this day, December 6, 2013



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

Justin McClung, Director of Services

Critical Power USA

Certificate of Completion

In recognition of the successful completion of the requisite critical power systems training practical factors and application exercises this certificate is hereby awarded to

Antonio Golder

Emerson UPS Systems 10-500 KVA

Given on this day, April 18, 2014



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

Justin McClung, Director of Services

Critical Power USA

Certificate of Completion

In recognition of the successful completion of the requisite critical power systems training practical factors and application exercises this certificate is hereby awarded to

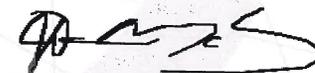
Steven Cranmore

MGE UPS Systems 10-800 KVA

Given on this day, November 14, 2014

MGE
UPS SYSTEMS

 **Critical Power**
USA



Justin McClung, Director of Services

Critical Power USA

Certificate of Completion

In recognition of the successful completion of the requisite critical power systems training practical factors and application exercises this certificate is hereby awarded to

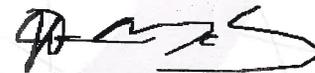
Corey Gosnell

MGE UPS Systems 10-800 KVA

Given on this day, August 16, 2013

M G E
UPS SYSTEMS

 **Critical Power**
USA



Justin McClung, Director of Services

Critical Power USA

Certificate of Completion

In recognition of the successful completion of the requisite critical power systems training practical factors and application exercises this certificate is hereby awarded to

Aliou Obe

MGE UPS Systems 10-800 KVA

Given on this day, November 22, 2013

MGE
UPS SYSTEMS

 **Critical Power**
USA



Justin McClung, Director of Services

Critical Power USA

Certificate of Completion

In recognition of the successful completion of the requisite critical power systems training practical factors and application exercises this certificate is hereby awarded to

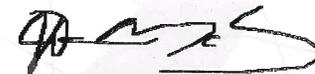
Antonio Golder

MGE UPS Systems 10-800 KVA

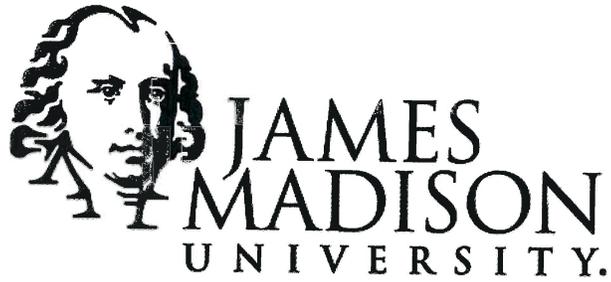
Given on this day, April 25, 2014

M G E
UPS SYSTEMS

 **Critical Power**
USA



Justin McClung, Director of Services

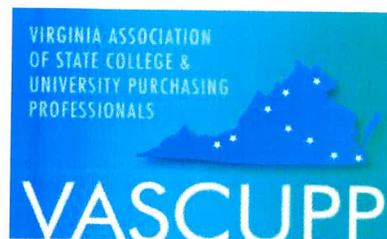


Request for Proposal

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:

System Engineering International LLC DBA
Critical Power USA

By: 
(Signature in Ink)
Name: Christian Davis
(Please Print)
Title: Vice President of Sales

Date: 4/10/15

Phone: (240) 772-1701

Web Address: www.criticalpowerusa.com

Fax #: (240) 722-1666

Email: Christian@criticalpowerusa.com

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1X #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

TABLE OF CONTENTS

I. PURPOSE.....	Page	1
II. BACKGROUND.....	Page	1
III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION.....	Page	1
IV. STATEMENT OF NEEDS.....	Pages	2 - 3
V. PROPOSAL PREPARATION AND SUBMISSION.....	Pages	3 - 5
VI. EVALUATION AND AWARD CRITERIA.....	Page	6
VII. GENERAL TERMS AND CONDITIONS.....	Pages	6 - 12
VIII. SPECIAL TERMS AND CONDITIONS.....	Pages	12 - 17
IX. METHOD OF PAYMENT.....	Page	17
X. PRICING SCHEDULE.....	Page	17
XI. ATTACHMENTS.....	Page	18
<u>A.</u> Offeror Data Sheet		
<u>B.</u> SWaM Utilization Plan		
<u>C.</u> 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	U39SA229C0CB943	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 submits 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 eprocurement 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:

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

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

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

VIII. SPECIAL TERMS AND CONDITIONS (Rev. 10/1/13 ABS)

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: System Engineering International LLC DBA Critical Power USA 4/14/15 2:30pm
Name of Offeror Due Date Time

1539 Tilco Drive Ste Q MLO-848
Street or Box No. RFP Number
Frederick, MD 21704 Uninterruptible Power Supply (UPS) & Battery Maintenance

City, State, Zip Code

RFP Title

Name of Purchasing Officer: Matasha Owens

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 35 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 #
Virginia Polytechnic Institute	15 Years	1770 Forecast Drive, Blacksburg, VA 24061	Robert Rankin 540-231-4338
Loudoun County, VA	2 years	801 Sycolin Road, Suite 300, Leesburg, VA 20175	Phillip Butterfass 703-737-8493
Fauquier County, VA	2 years	78 West Lee Street, Warrenton, VA 20186	Chuck Kuhler 540-422-8644
Dept of the Army (DOD)	5 years	201 Beasley Drive, Ft. Detrick, MD. 21702	Bruce Beaver (301) 619-2426
Dept of the Navy (DOD)	7years	620 John Paul Jones Circle Beasley Drive, Portsmouth, VA. 23708	Keith Haskett (757) 953-7571

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

Christian Davis (Sales), Justin McClung (Service Director), Antonio Golder (Regional Manager), Steven Cranmore (Field Service Engineer)

Critical Power USA 1539 Tilco Drive Ste Q, Frederick MD 21704

- 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: Critical Power USA **Preparer Name:** Christian Davis
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: _____ 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: Uninterruptible Power Supply (UPS) & Battery Maintenance
 MLOListing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned
 Businesses for this Bid/Proposal and Subsequent Contract

4/10/2015
 Date Form Completed

Offeror / Proposer:

System Engineering International LLC DBA Critical Power USA 1539 Tilco Drive Ste Q Frederick MD 21704
 Address

Christian Davis (240) 772-1701
 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 (All work is self performed)					

(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
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: _____



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.**

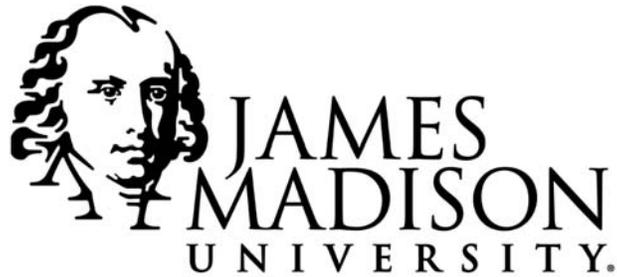
Signify receipt of this addendum by initialing "*Addendum # _____*" on the signature page of your proposal.

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

TABLE OF CONTENTS

I. PURPOSE	Page 1
II. BACKGROUND	Page 1
III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION	Page 1
IV. STATEMENT OF NEEDS	Pages 2 - 3
V. PROPOSAL PREPARATION AND SUBMISSION	Pages 3 - 5
VI. EVALUATION AND AWARD CRITERIA.....	Page 6
VII. GENERAL TERMS AND CONDITIONS.....	Pages 6 - 12
VIII. SPECIAL TERMS AND CONDITIONS	Pages 12 - 17
IX. METHOD OF PAYMENT	Page 17
X. PRICING SCHEDULE.....	Page 17
XI. ATTACHMENTS.....	Page 18

[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 150KVa	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 150KVa	U39SA154C0CB482	
	Battery Cabinet	U36BP150WJBNUUU	40 batteries
Liebert	UPS S610 225KVa	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/offers 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: _____

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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).

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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:

PURCH

ASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____