



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7223

This contract entered into this 1st day of July, 2025, by DC Group, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From July 1st 2025, through June 30th, 2030, with one (1) five-year renewal option.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal RFP FDC-1229 dated April 1, 2025
(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 April 21, 2025
(3) The Contractor's Proposal dated April 29, 2025, and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated June 25, 2025

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

CONTRACTOR:

PURCHASING AGENCY:

By: Christiana Cudworth
Christiana Cudworth (Jul 9, 2025 10:37 CDT)
(Signature)

By: Doug Chester
Doug Chester (Jul 9, 2025 11:43 EDT)
(Signature)

Christiana Cudworth
(Printed Name)

Doug Chester
(Printed Name)

Title: Contract Manager

Title: Buyer Senior

**RFP # FDC-1229 Uninterruptible Power Supply (UPS)
and Battery Maintenance
Negotiation Summary for DC Group
June 25, 2025**

1. Contractor's pricing schedule* is as follows:

<u>Manufacturer</u>	<u>Description</u>	<u>Model</u>	<u>Major PM</u>	<u>Minor PM</u>	<u>Quarterly PM</u>	<u>Total</u>
MGE	ESP3150	Comer 150kva	\$1,450.00	\$250.00	\$150.00	\$2,000.00
Liebert	S610	S610 150kva	\$1,450.00	\$250.00	\$150.00	\$2,000.00
Liebert	S610	S610 225kva	\$1,903.13	\$328.13	\$196.87	\$2,625.00
Chloride	90NET	90NET400kva	\$2,718.75	\$468.75	\$281.25	\$3,750.00
Liebert	(2) UPS	GXT4 6kva	\$1,160.00	\$200.00	\$120.00	\$1,600.00**
Liebert	(3) UPS	GXT3 6kva	\$1,740.00	\$300.00	\$180.00	\$2,400.00**
Liebert	GXT5	GXT5 1.5kva	\$580.00	\$100.00	\$60.00	\$800.00
Liebert	GXT3	GXT3 2kva	\$580.00	\$100.00	\$60.00	\$800.00
					Yearly Total	\$15,975.00

** This total covers multiple units

Time and Materials Rate (For repairs that fall outside of the scope)	
Normal Hours (8AM – 5PM, Mon- Fri)	\$150.00/hr
After Hours	\$195.00/hr
Weekend/Holidays	\$250.00/hr
DC Group will charge standard parts sale price, minus any applicable discounts.	
If payment is made with a credit card, a 3% processing fee will be applied.	

*All rates inclusive of Travel and Incidentals costs.

DC Group covers 24x7 emergency service/parts/labor as part of our annual PM fees listed in the table above. The only instance Time and Materials rates would apply is for proactive replacement and/or if a needed repair is not covered (see exclusions below).

Since DC Group is covering 24x7 emergency services as part of the Preventative Maintenance fees, some charges will still apply if any PM(s) get canceled and not rescheduled within the contract year (if DC Group bills after PM services are completed).

PM(s) can be completed anytime Monday- Friday (Normal hours or After Hours). DC Group will not upcharge for After Hours PM Service.

Exclusions for Full Service:

- Battery replacement (parts, labor, transportation, and shipping)
- Proactive DC/ AC Capacitor/ Fan replacement
- SNMP /Communication card and updates to existing SNMP / Communication card
- Repairs stemming from pre-existing conditions noted at or before the first Major Performance Inspection

RFP # FDC-1229 Uninterruptible Power Supply (UPS)
and Battery Maintenance
Negotiation Summary for DC Group
June 25, 2025

Exclusions for Full Service (continued):

- Repairs stemming from damage caused by external factors
- Repairs to structural components, commutator, transformers or branch circuit breakers and bearings
- Repairs caused by damage from components DC Group has recommended replacing
- Repairs from unauthorized modifications by any other than DC Group made after agreement start date

2. The following are specifically covered under this contract:

- a. 24x7 Emergency Response
 - b. Parts and Labor for Preventive Maintenance
 - c. Parts and Labor for Emergency Services (*unless the issue is deemed to be from a pre-existing condition and/or components older than expected lifecycle*)
 - d. Air Filters
 - e. Fans, with the exception of pre-existing faulty fans and proactive fan replacement (*reactive replacement is covered if a faulty fan is found that is less than seven (7) years old*)
 - f. Capacitors – Individual Capacitors and/or Full String Replacement: Reactive replacement is covered if a faulty capacitor is found that is less than five (5) years old (*pre-existing faulty capacitors and proactive full string capacitor replacement are not covered*)
 - g. External Maintenance Bypass Cabinets
3. Batteries – Individual Batteries and/or Full String Replacement: Replacement batteries are not covered under this contract. In the event of an emergency battery alarm, the Contractor shall dispatch a technician at no additional charge; however, a charge would be assessed for new batteries and installation/removal/disposal.
4. The Contractor shall configure “Site Sentry” for the UPS units at no-charge when available (*Site Sentry allows remote access for the Contractor to the UPS units*).
5. 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.
6. Parties agree that items within this Negotiation Summary modify RFP #FDC-1229 and the Contractor’s response to RFP #FDC-1229 and that this Negotiation Summary takes precedence in conflict.

**RFP # FDC-1229 Uninterruptible Power Supply (UPS)
and Battery Maintenance
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June 25, 2025**

7. Contractor agrees that all exceptions taken within their initial response to RFP #FDC-1229 that are not specifically addressed within this negotiation are null and void.
8. Contractor has disclosed all potential fees. Additional charges will not be accepted without mutual written agreement between parties, e.g., contract modification and/or change order.

REQUEST FOR PROPOSAL
RFP# FDC-1229

Issue Date: April 1, 2025
Title: Uninterruptible Power Supply (UPS) & Battery Maintenance
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through Five Years (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on April 30, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")

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


All Inquiries For Information And Clarification Should Be Directed To: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

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

Name and Address of Firm:

DC Group, Inc
1977 West River Rd
Minneapolis, MN 55411

By: 
(Signature)

Name: Christiana Cudworth
(Please Print)

Date: 4/29/25

Title: Contract Manager

Web Address: www.dc-group.com

Phone: 612 235 3130

Email: geoffrey.dopkins@dc-group.com Fax #: _____

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; Micro

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



April 29, 2025

ATTN:
James Madison University
RFP# FDC-1229 –
Uninterruptible Power Supply
(UPS) and Battery Maintenance

DC Group Technical Proposal

UPS Maintenance, Repair, and Support Services

Within this document you will find DC Group's Technical Proposal for UPS Maintenance, Repair, and Support Services.

Thank you for your time and consideration in addressing your critical power needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Geoffrey Dopkins", written over a horizontal line.

Geoffrey Dopkins

Government Sales Executive

DC Group, Inc.

1977 West River Road North

Minneapolis, MN 55411

41-0957854

PCJ9GS7YLYD6

Direct Number: 612.235.3130

Email: geoffrey.dopkins@dc-group.com

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Proposal Section A, Project Summary

This proposal is for maintenance and repair of the customer's Uninterruptible Power Supplies. The maintenance being quoted is critical in maintaining the efficiency and reliability of the customer's critical power infrastructure. This maintenance is to be completed by a DC Group certified UPS technician who is familiar with the operation of the UPS.

Proposal Section B, DC Group Overview

Established in 1991, DC Group is North America's largest independent provider of critical power maintenance with service throughout the U.S. and Canada. DC Group is known for:

- Comprehensive OEM-level access to all UPS units
- Innovative client software solutions that are defining the future of critical power management
- Standard-setting emergency response times (average is 2.35 hours)
- 100% service completion rate.
- A parts inventory that includes OEM-discontinued and rare parts – this applies to your S610 and 90-NET UPS units
- An industry leading training and certification process that only accepts candidates with a minimum of 5 years OEM or Military experience.
- Past 12-month VASCUPP Amounts: JMU - \$12,500; Virginia Tech - \$34,000; Old Dominion - \$10,000; UVA - \$30,000; William & Mary - \$13,000; Radford - \$9,000

DC Group's PowerTools Suite™ of proprietary software is the most comprehensive, proactive asset management solution available. Every day, these streamlined and intuitive tools deliver unprecedented efficiency and OEM-level service at independent prices. This suite is complimentary to DC Group clients.

Our SmartKey™ software tool gives our engineers full communication with the “operating systems” of uninterruptible power supply units and eliminates the need for original equipment manufacturer (OEM) service support for the 5 major brands of UPS. SmartKey is a complete diagnostic and troubleshooting solution. With it, we can adjust firmware, provide calibration, change parameters, clear alarms, analyze root causes of issues and much more. Your MGE Comet UPS unit requires this type of software for routine maintenance, calibration, system adjustments, as well as repair services. If your service provider does not have this type of software, they are putting the campus at risk not only for extended UPS unit downtime but also significant T&M expenses. DC Group is the only service provider who can provide this capability across the 5 major UPS brands with our own employed field engineers.

Dtech is our proprietary online asset management tool. This tool provides you with 24x7 access to all service history, past service reports, current UPS/battery status based on last PM service, upcoming



scheduled PMs and much more. Dtech also produces proactive replacement reports which allows customers to plan for battery replacements as well as capacitor/fan replacement based on date codes. With this tool, you can be assured of 100% PM job completion!

We service every make and model of uninterruptible power supply (UPS) equipment built since the 1980s. This is accomplished by maintaining the largest inventory of parts in the industry — more than one million parts, including OEM-discontinued parts.

DC Group engineers have a minimum of five years OEM or military UPS training and receive rigorous ongoing training. Dedicated DC Group account managers work closely with clients to discover opportunities for improved efficiency and performance.

Proposal Section C, Responsibility and Qualifications

Staffing Plan:

1. Field Service Engineers

- a. DC Group employs (7) Field Service Engineers located within range of the site location that would be available to service this agreement. If awarded, a dedicated Account Manager will be assigned to this Agreement and will be the point of contact for customer employees. Resumes/Certifications of Field Service Engineers are available upon request.
- b. All maintenance will be provided by DC Group Field Service Engineers with a minimum of five years OEM or Military industry experience. (No maintenance tasks are subcontracted)

Proposal Section D, Methodology

Operating Plan:

1. Standard Hours of Operation M-Fr 8-5PM Central Time
2. 24/7 Emergency Availability
3. Spare Parts Program
 - a. DC Group maintains the largest inventory of parts in the industry — more than one million parts, including OEM-discontinued parts, for every make and model of UPS. Our central warehouse is in Minneapolis, MN where we can expedite the delivery of parts in order to meet a 24-hour requirement.
4. Schedule - Unless otherwise directed, DC Group plans to maintain the following performance schedule:
 - a. DC Group will schedule initial preventative maintenance within the first 45 days of contract start date depending on immediate availability.
 - b. After service has been provided, field service reports and recommendations for corrective action(s) will be delivered and available to view on our client portal, D-Tech.



- c. Corrective actions/parts replacement will be scheduled to be performed as soon as they are approved.
- d. A maintenance calendar will be maintained by DC Group that tracks the maintenance schedule of each unit. When the next preventative maintenance visit is due to be completed, a DC Group Account Manager will contact the appropriate site employees to schedule the task.

Proposal Section E, Readiness and Capacity to Perform

DC Group, its Field Service Engineers, and its Executives are fully prepared, experienced, and committed to carry out the tasks outlined in this RFP. We believe that DC Group's industry leading capabilities and expertise position us as the best option for award of this solicitation.

1. Tools
 - a. DC Group Field Service Engineers are equipped with all industry standard tools to perform maintenance to the manufacturer's specifications.
 - b. SmartKey: DC Group Field Service Engineers are also equipped with SmartKey, our proprietary Software tool that allows our Engineers to gain OEM-level access to the UPS and perform every possible maintenance action needed to keep the equipment running at the highest level for the 5 major brands of UPS.
 - c. Truck Stock: DC Group Field Service Engineers are equipped with a small parts inventory to handle the most common repairs as they are discovered.
2. Safety
 - a. DC Group employees undergo rigorous safety training to ensure they are prepared for the multitude of dangerous situations that may occur. Our 195 page Safety Manual covers training on Arc Flash conditions and other foreseeable safety hazard that may occur.

Quality Assurance/Quality Control Plan

1. Quality Control
 - a. While on the phone, the DC Group Account Manager will generate a trouble ticket and assign the customer a job number for future reference; the DC Group Account Manager will also enter the information collected from the customer into DC Group's automated software for tracking and monitoring.
2. Reporting
 - a. DC Group's proprietary reporting and organization software will be used for the execution of this contract.
3. Response Time
 - a. DC Group will utilize Field Service Engineers for this project with an on-site response time of less than 4 hours.
 - b. For repairs requiring equipment that the Field Service Engineer does not have access to, equipment can be supplied from our Warehouse via Delta Dash to arrive within 24 hours.
4. Samples/Proposals:



- a. Service reports will be provided via D-Tech within 48-72 hours.
- b. PM visits will be scheduled at least two weeks in advance.

Proposal Section F, Statement of Needs

1. List Activities performed during Major/Minor Preventative Maintenance (see SOW documents attached)
2. Warranty – Our standard warranty for labor/parts is 90 days. Our battery warranties are 1 or 3 years (battery/labor/shipping) depending on the specific battery. DC Group is proposing “full service” so if any parts fail while within their expectant life expectancy, DC Group will replace them at no additional cost
3. DC Group stocks over 1,000,000 replacement parts in our warehouses. We procure parts directly from the OEM(s) as well as buy units strictly for parts. The capacitors/fans that we use come from the same manufacturers that the OEMs purchase from.
4. Our (800) line is answered 24x7 by live personnel. Once a call is received, either your DC Group Account Manager will handle the call or the call will be handled by a “back up” Account Manager. If a call comes in “after hours”, the call will be answered by our call service and the university will receive a call back by the on-call DC Group Account Manager within 15 minutes.

Initial troubleshooting will be performed over the phone by the DC Group Account Manager and/or DC Group Field Engineer. If technician dispatch is warranted, a tech will be dispatched and on-site within 4 hours. Whenever possible, DC Group will proactively ship out replacement parts to minimize any potential unit downtime.

5. Call back is 15 minutes; 4 hour onsite technician response; parts can be shipped via Delta Dash on the next available flight out (within 24 hours max). Tech can pick up parts at airport and bring onsite.
6. DC Group Account Manager for Virginia will work with campus contact(s) to schedule all PM services. These PMs can be scheduled anytime Monday – Friday.
7. The DC Group Account Manager for Virginia will work with campus contact(s) to schedule battery, capacitor / fan replacements. We will provide proactive replacement quotes for caps/fans at 7yrs in age and battery replacement at 4+ years in age. All this information will be available within our Dtech Software Tool.
8. Normal Hours is Monday-Friday, 8am – 5pm; After Hours is Monday-Friday, 5pm -8am; Premium Hours are Weekend/Holiday. DC Group will allow for scheduling PM service Normal & After Hours at no additional cost.

9. DC Group employs engineers in the following cities near to Harrisonburg: Stephenson, VA; Ellicott City, MD; Halethorpe, MD; White Plains, MD; Williamsburg, VA; Norfolk, VA (Tech Bios attached)
10. DC Group stocks 1,000,000 replacement parts at our main warehouse in Minneapolis, MN. We also stock commonly utilized UPS batteries. Our battery warehouses are in TX and CA.
11. Service reports and replacement reports will be provided via PDF format after service is completed (typically within 72 hours). These reports will also be available 24x7 within Dtech, our proprietary online asset management tool. The report will show the type of service provided (Major PM / Minor PM/ Quarterly PM or part replacement / emergency service). It will detail the readings of the equipment and show any suggested replacement(s). Sample service report attached.
12. Our engineers will utilize their laptops in providing services. Whenever appropriate, our SmartKey software tool will be used to enable OEM level support. Client will have access to DC Group's online asset management tool, Dtech for 24x7 access to service reports and history, equipment status as of last service provided and proactive component / battery replacement reporting. Quotes and invoices are also available with Dtech.
13. DC Group does not require UPS to have internet connectivity, nor do we need remote access to the UPS units.
14. DC Group is not Manufacturer Authorized. We are a direct competitor to the manufacturers for the ongoing service/maintenance of UPS equipment. DC Group is a viable alternative to the manufacturers due to our ongoing training, stockpile of parts, proprietary software and overall commitment to service and extending the life of these critical backup power units.
15. All DC Group Engineers come to us with at least 5-years' manufacturer experience and/or the US Navy Nuclear Program. Upon their DC Group Employment, all engineers go through the DC Group Certification Process. This is where the techs get trained on multiple make/models of UPS as well as safety standards. The training is provided by DC Group Product Specialists. These Specialists have gone through OEM training by one or more of the OEMs.

Since DC Group employs our own engineers, they do not hold current certification by any manufacturer. They do, however, hold certification by DC Group and participate in ongoing training throughout the year.
16. See bios for any past certification(s)
17. Safety is a prime concern for DC Group and we take it very seriously. Our techs are all trained to OSHA Standards / NFPA Standards. They follow specific MOPs for each UPS. Our expectation is that the University provides a safe working environment (free of external hazards) for our engineers to perform the required services.



Proposal Section G, Pricing Proposal

<u>Manufacturer</u>	<u>Description</u>	<u>Model</u>	<u>Major PM</u>	<u>Minor PM</u>	<u>Quarterly PM</u>	<u>Total</u>
MGE	ESP3150	Comet 150kva	\$1,450	\$250	\$150	\$2,000
Liebert	S610	S610 150kva	\$1,450	\$250	\$150	\$2,000
Liebert	S610	S610 225kva	\$1,903.13	\$328.13	\$196.87	\$2,625
Chloride	90NET	90NET 400kva	\$2,718.75	\$468.75	\$281.25	\$3,750
Liebert	(2) UPS	GXT4 6kva	\$1,160	\$200	\$120	\$1,600*
Liebert	(3) UPS	GXT3 6kva	\$1,740	\$300	\$180	\$2,400*
Liebert	GXT5	GXT5 1.5kva	\$580	\$100	\$60	\$800
Liebert	GXT3	GXT3 2kva	\$580	\$100	\$60	\$800
Yearly Total						\$15,975

*this total covers multiple units

Time and Material Rates:

Normal Hours: \$150/hr

After Hours: \$195/hr

Weekend/Hol: \$250/hr

10% Mark Up on Parts

If payment is made with credit card, a 3% processing fee will be applied

DC Group is covering 24x7 emergency service/parts/labor as part of our annual PM fees listed in the table above. The only time T&M rates would apply is for proactive replacement and/or if a needed repair is not covered (see exclusions below).

Since we are covering 24x7 emergency services as part of the Preventative Maintenance fees, some charges will still apply if any PM(s) get canceled and not rescheduled within the contract year (if we bill after PM services are completed)

PM(s) can be completed anytime Monday – Friday (Normal hours or After Hours). We will not upcharge for After Hours PM Service.

Exclusions for Full Service:

- Battery replacement (parts, labor, transportation and shipping)
- Proactive DC/AC Capacitor/Fan replacement
- SNMP/Communication card and updates to existing SNMP/Communication card
- Repairs stemming from pre-existing conditions noted at or before first Major Performance Inspection
- Repairs stemming from damage caused by external factors
- Repairs to structural components, commutator, transformers or branch circuit breakers and bearings
- Repairs caused by damage from components DC Group has recommended replacing
- Repairs from unauthorized modifications by any other than DC Group made after agreement start date



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 34 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 #
College of William & Mary	10 years	Williamsburg, VA	Dave Shantz 757 221 1735
Old Dominion University	5 years	Norfolk, VA	Bobby Jackson 757 683 3877
Virginia Tech University	8 years	Blacksburg, VA	TBD
Western Connecticut State University	9 years	Danbury, CT	Prem Rajendran 203 837 9444
University of Texas San Antonio	12 years	San Antonio, TX	George Morales 210 458 7540

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

Geoffrey Hopkins - DC Group Headquarters in Minneapolis, MN

Local DC Group Engineers in: Stephenson, VA; Ellicott City, MD; Halethorpe, MD; White Plains, MD; Williamsburg, VA; Norfolk, VA

- 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: _____

ATTACHMENT B

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

Offeror Name: DC Group, Inc

Preparer Name: Geoffrey Hopkins

Date: 4/29/25

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes No

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? 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.**

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSDD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.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: FDC-1229 UPS and Baffey Maintenance Date Form Completed: 4/29/25

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer: DC Group Inc 1977 West River Rd Minneapolis, MN 55411 Geoffrey Hopkins
 Firm Address Contact Person/No.

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

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

* DC Group does not plan to utilize Subcontractors
RETURN OF THIS PAGE IS REQUIRED



UPS Minor (Semi Annual) PM Service

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

Reporting System

DC Group uses its own proprietary D-Tech™ (asset management database) reporting system to record and archive data verified and collected during preventive maintenance services. A service report (PDF) will be generated and provided upon completion of service's and include 24/7 access to reports and data via D-Tech™ (username/password protected and provided by DC Group).

Review of facility UPS System

Is facility UPS one line drawing posted?
 Review facility one line drawing
 Is a MOP required for the task/service?
 Review MOP
 Is there a wiring diagram for each unit?
 Is there an Operator's Manual for each unit?

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 or generator testing?
 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?
 Check and maintain visible warning safety labels as provided by manufacturer
 Record last 6 alarms of UPS unit (When applicable)
 Verify date and time are correct

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? If not, inform customer
 Does the MBP have a kirk key interlock?
 Was the unit put into maintenance bypass during the last PM?
 Ensure Input, Output and Bypass breakers are labeled. If not, inform customer
 Confirm the UPS/Maint Bypass system one line matches the breaker labeling

Visual Checks

Measure and record ambient air temperature
 Measure battery ambient air temp
 Verify panel lamps are operational
 Verify panel meters/displays are operational
 Verify cleanliness of air filter(s)
 Record air filter size(s) and quantity (if applicable)
 Reorder air filters when necessary
 Verify condition of ventilating equipment
 Verify that UPS EPO switch is covered
 Verify that all other switches are covered
 Record any broken switches/lamps/LEDs/backlights
 Record UPS model number, serial number, and date code
 Record age of fans and/or blowers (if applicable)
 Verify proper air flow and proper air flow clearance
 Verify cleanliness of UPS environment



Verify general UPS operation is as designed (displayed info, visual, audible, remote monitoring, etc.)
Inform customer of any optional features/capabilities of the UPS that are not being used (SiteSentry™ monitoring, remote monitoring, input/output relay's, battery temperature sensors, etc.) (if applicable)
Install DC Group stickers on equipment which clearly note the emergency 1-800 number and equipment identifiers (make, model, serial number, site ID, equipment ID)

Power Checks (From display)

Verify and Record Input Voltage - All Phases
Verify and Record Output Voltage - All Phases
Verify and Record Bypass Voltage - All Phases
Verify and Record Input Current - All Phases
Verify and Record Output Current - All Phases
Verify and Record Bypass Current - All Phases
Verify and Record Percent % Load on UPS - All Phases
Verify and Record AC Ripple Voltage on DC Charging System
Verify and Record AC Ripple Current on DC Charging System
Verify and Record Total DC Float Voltage (Vdc)
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 (Hz)

Manual Checks

Check all fans for free and quiet operation
Check alarm/status indicators and note any deficiencies
Clean UPS exterior
Clean or replace air filter (if applicable)

Final Checks

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

Notes

DC Group Field Service Engineers are trained in OSHA, NFPA, and current industry best practices. All employees, processes, and procedures strictly comply with NFPA 70A, 70E, and IEEE industry standards.



DC GROUP COVERAGE

Safety: If conditions at the owner's site are deemed unsafe, DC Group shall have no obligations to deliver services or goods to that site until the unsafe conditions are resolved.

Force Majeure: Upon notice to owner, DC Group may delay delivery of services or goods due to causes beyond DC Group's reasonable control. Such causes shall include but not be limited to war, terrorism, fire or unusually severe weather.

Owner Responsibility: Owner is ultimately responsible for monitoring the condition of the equipment and ensuring recommendations from DC Group are followed. Owner is responsible for responding promptly to DC Group's requests to schedule preventative maintenance, otherwise DC Group will not be liable for damage caused by unscheduled maintenance. Owner is responsible for proposing maintenance windows when an outage would not cause a major disruption to Owner's operations.

DC Group's customer portal (D-Tech) is available for owner to monitor the equipment's scheduling, condition and DC Group's recommendations. In the event of a recall or modification from a manufacturer on a customer's specified piece of equipment, DC Group is not responsible for ensuring these modifications are performed nor is DC Group responsible for any damages caused by the defect if the customer fails to have the manufacturer remedy the defect.

While DC Group exhausts all avenues to repair equipment despite its age or condition, owner is responsible for all costs involved in replacement of equipment that is obsolete and/or deemed unrepairable. If equipment is past manufacturer's End-of-Life and/or is deemed unrepairable, DC Group's obligations under this agreement shall cease on that piece of equipment.

Contract Coverage does not include:

- (1) Replacement of batteries, capacitors and fans unless specifically included;
- (2) Repairs stemming from pre-existing conditions noted at or before first major performance inspection;
- (3) Failure of equipment due to Owner not allowing a major maintenance inspection to be completed;
- (4) Failure of a part or damage from a part resulting from improper installation or maintenance by entities other than DC Group;
- (5) Damage caused by external sources; including equipment that has been subject to neglect, accident, fire, flood, lightning, vandalism, acts of God, misuse, misapplication, incorrect connection, external damage;
- (6) Damage to branch circuit breakers, or damage caused by external circuit breakers;
- (7) Structural component damage, such as: commutator, structural frame, bearings, transformers, rust or corrosion, damage to the frame of the UPS unit or its wheels;
- (8) Rotary bearing changes on flywheel and rotary UPS equipment unless specifically included;
- (9) Any equipment that has been subject to repair or alteration not authorized by DC Group in writing;
- (10) Incidental, indirect, consequential, special, exemplary or punitive damages, whether foreseeable or unforeseeable.
- (11) Damage caused by a capacitor or fan that DC Group has recommended replacing due to its condition or age;
- (12) Damage caused by a battery that DC Group has recommended replacing due to its condition or age;
- (13) Damage caused by equipment continually operating in temperature ranges outside of the tolerance range (68F to 77F degrees) or brief exposure to extreme temperatures. In the event of exposure to extreme temperatures, component failure may occur up to six months after exposure; in this instance, DC Group would not cover the damage.
- (14) Malfunction due to equipment End-of-Life issues.



UPS Major (Annual) PM Service

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

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

Reporting System

DC Group uses its own proprietary D-Tech™ (asset management database) reporting system to record and archive data verified and collected during preventive maintenance services. A service report (PDF) will be generated and provided upon completion of service's and include 24/7 access to reports and data via D-Tech™ (username and password protected and provided by DC Group).

Review of facility UPS System

- Is facility UPS one line drawing posted?
- Review facility one line drawing
- Is a MOP required for the task/service?
- Review MOP
- Is there a wiring diagram for each unit?
- Is there an Operator's Manual for each unit?

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 or generator testing?
- 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?
- Check and maintain visible warning safety labels as provided by manufacturer
- Record last 6 alarms of UPS unit (When applicable)
- Verify date and time are correct

Maintenance Bypass Checks

- Is there a wraparound maintenance bypass system?
- Is the wrap around maintenance system "make before break"?
- Is the maintenance bypass switch labeled? If not, inform customer
- Does the MBP have a kirk key interlock?
- Confirm the SKRU system operates correctly during operation (lamp, key captive, key released, transfer inhibit)
- Was the unit put into maintenance bypass during the last PM?
- Ensure Input, Output, and Bypass breakers are labeled. If not, inform customer
- Confirm the UPS/Maint Bypass system one line matches the breaker labeling

Visual Checks

- Measure and record ambient air temperature
- Measure battery ambient air temp
- Verify panel lamps are operational
- Verify panel meters/displays are operational
- Verify cleanliness of air filter(s)

Record air filter size(s) and quantity (if applicable)
Reorder air filters when necessary
Verify condition of ventilating equipment
Verify that UPS EPO switch is covered
Verify that all other switches are covered
Record any broken switches/lamps/LEDs/backlights
Record UPS model number, serial number, and date code
Record age of fans
Verify proper air flow and proper air flow clearance
Verify cleanliness of UPS environment
Verify general UPS operation is as designed (displayed info, visual, audible, remote monitoring, etc.)
Inform customer of any optional features/capabilities of the UPS that are not being used (SiteSentry™ monitoring, remote monitoring, input/output relay's, battery temperature sensors, etc.)
Install DC Group stickers on equipment which clearly note the emergency 1-800 number and equipment identifiers (make, model, serial number, site ID, equipment ID)

Power Checks (When accessible)

Verify and Record Input Voltage - All Phases
Verify and Record Output Voltage - All Phases
Verify and Record Bypass Voltage - All Phases
Verify and Record Bypass Voltage Difference - All Phases
Verify and Record Input Current - All Phases
Verify and Record Output Current - All Phases
Verify and Record Bypass Current - All Phases
Verify and Record Percent % Load on UPS - All Phases
Verify and Record Output KVA, KVA %, KW, KW %
Verify and Record Input Total Harmonic Distortion (Current) - All Phases
Verify and Record Output Total Harmonic Distortion (Voltage) - All Phases
Verify and Record AC Ripple Voltage on DC Charging System
Verify and Record AC Ripple Current on DC Charging System
Verify and Record Total DC Float Voltage (Vdc)
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 (Hz)
Verify proper load share between multi-modules and/or power modules (parallel systems, when applicable)
Verify displayed panel meter readings with measured readings are within 2% accuracy (calibrate when applicable)
Observe Input/Inverter Output Voltage/Current waveforms and note any abnormalities.

Manual Checks

Check all fans for free and quiet operation
Check alarm/status indicators and note any deficiencies
Clean UPS exterior
Clean or replace air filter (if applicable)

Place UPS on Bypass

Obtain permission from site contact to place UPS in bypass
Verify the UPS leads the bypass by 70-100 micro seconds
(For all Liebert 600T UPS units and when accessible for other make UPS units).
Transfer critical load to bypass (Maintenance bypass if applicable)
Measure and record logic supply voltages (When accessible)
Measure and record AC ripple voltage on DC logic (when accessible)

Thermal Scan Checks

Inspect printed circuit board connections for cleanliness and clean contacts if necessary
Inspect all circuit boards, assemblies, bridges and legs for signs of component defects, overheating or stress

Check all nuts, bolts, screws, locking washers, wiring terminations, wiring harnesses, connectors, connections, ribbon cables, component mounting, etc. for proper securing

Check all electrical terminations for proper tightness and signs of overheating

Measure control battery voltage (If applicable)

Perform a thermal scan on all breakers, contactors, power pole devices, power connections, bus connections, heat sinks, critical connections, snubber components, and all associated controls

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

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

Adjust doors and latches if necessary to ensure they remain secure when closed

Fully clean UPS with HEPA filter vacuum cleaner

Capacitor and Current Check (When accessible)

Visually check AC filter capacitors for leakage or bulging

Visually check DC filter capacitors for leakage or bulging

Visually check other AC and DC capacitors for leakage or bulging (power supply, logic supply, etc.)

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

Measure and record rectifier current share (WYE and Delta, 12 pulse units) (when applicable)

Logic Protection Settings & Alarms (If applicable)

Check DC Overvoltage

Check Battery Discharge

Check Impending Low Battery

Check DC Under voltage

Check Battery Equalize

Check Float Voltage

Check DC Ground Detection (optional feature on some units)

**Perform any engineering changes if necessary

UPS Tests

Verify proper Rectifier walk in

Verify proper Inverter walk in

Verify proper PFC/charger/buck/boost operation

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, have facility operate Generator/ATS System to verify proper operation of UPS and batteries during transition (Only test per customer request and prior approval)

Perform manual transfers to UPS, to static bypass, and back to UPS when applicable

Reset all alarms. Transfer UPS to static bypass position

Transfer UPS loads from static bypass to internal maintenance bypass (Ext Maint Bypass if installed)

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

Transfer critical load to UPS

Verify all status changes during testing creates an alarm

Verify reporting of DC Group SiteSentry™ monitoring or other remote monitoring during testing (when installed)

Remote Alarm Monitor Checks (If applicable)

Verify functionality of Load on UPS alarm
Verify functionality of Load on Bypass alarm
Verify functionality of On Battery alarm
Verify functionality of Battery Discharge alarm
Verify functionality of Low Battery alarm
Verify functionality of Summary 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.

Notes

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- (6) Damage to branch circuit breakers, or damage caused by external circuit breakers;
- (7) Structural component damage, such as: commutator, structural frame, bearings, transformers, rust or corrosion, damage to the frame of the UPS unit or its wheels;
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- (14) Malfunction due to equipment End-of-Life issues.

SERVICE REPORT

Service Call No. : 0000812158
Service Type : Major PM
Serviced On : 09/09/2024 8:00 am
Technician Name : Horace Brown
Phone : 1.800.838.7927
Account Manager Name : Jared Hempel
E-Mail : Jared.Hempel@dc-group.com

SITE INFORMATION

DC Group Site ID : JMUVA02
Customer Name : James Madison University - Massanutten
Site Address : 1031 S Main St, 1st Floor, Room 130, Harrisonburg, VA -
22807-1031
Site Contact Name : Greg Liskey
Site Contact Phone : 540-568-8156
Purchase Order # :
Reference # :

www.dc-group.com | 1.800.838.7927

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Equipment

UPS		Make	Model	Serial No	EIN / TAG	Status	Date	KVA	Location
LIEBERT BATTERY		LIEBERT	U39SA154C0CB482-	D07D5A0005		On-Line	2007	150	ups 1 mass build
MAJOR BATTERY PREVENTATIVE MAINTENANCE		Make	Model	Serial No	EIN / TAG	Status	Date	Qty	Location
CSB		CSB	XPL6700	3D00006855		Proactive Replacement	2020	40	ups 1

Visit Summary

MAJOR UPS PREVENTATIVE MAINTENANCE

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

Make : LIEBERT - Model : U39SA154C0CB482- Libe - Serial No : D07D5A0005 - KVA : 150 - Location : UPS 1 Mass build

DEFICIENCIES NOTED

No Problems Found

MAJOR BATTERY PREVENTATIVE MAINTENANCE

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

String # 1

Make : CSB - Model : XPL6700 - Serial No : 3D00006855 - No of Batteries : 40 - Location : UPS 1

DEFICIENCIES NOTED

1. Batteries will reach their recommended replacement age within a year (Date Code: December - 2020)

CORRECTIVE ACTION

1. Upon request a quote for the purchase and installation of the above mentioned batteries will be written and forwarded for approval. DC Group recommends replacing batteries every (4) years to ensure the proper operation of the UPS.

Equipment Details

Equipment Number : UPS001JMUVA02 **KVA Size** : 150
UPS Make : LIEBERT **EIN /TAG** :
CTO / Part No : 02-864615-61 **Date Code** : April 2007
UPS Model : U39SA154C0CB482- Lib **SNMP Card Present ?** : Yes
Serial No : D07D5A0005 **Modular UPS ?** : No
Location : UPS 1 Mass build

UPS 01 Power Verification

Input : **208 III Phase**
 Voltage Tolerance : 192V - 224V Frequency Tolerance : 55 Hz - 65 Hz
208 III Phase
 Voltage A-B: 218.00 Pass Current A: 40.00 Pass Frequency : 60.00 Pass
 Voltage B-C: 218.00 Pass Current B: 34.00 Pass
 Voltage C-A: 218.00 Pass Current C: 43.00 Pass
ByPass : **208 III Phase**
 Voltage Tolerance : 192V - 224V Frequency Tolerance : 58 Hz - 62 Hz
208 III Phase
 Voltage A-B: 217.00 Pass Current A: 0.00 Pass Frequency : 60.00 Pass
 Voltage B-C: 218.00 Pass Current B: 0.00 Pass
 Voltage C-A: 217.00 Pass Current C: 0.00 Pass
Output : **208 III Phase**
 Voltage Tolerance : 197V - 219V Frequency Tolerance : 58 Hz - 62 Hz
208 III Phase
 Voltage A-B: 217.00 Pass Current A: 1.00 Pass Load(%)A: 0.25 Pass
 Voltage B-C: 212.00 Pass Current B: 1.00 Pass Load(%)B: 0.24 Pass
 Voltage C-A: 214.00 Pass Current C: 0.10 Pass Load(%)C: 0.02 Pass
 Frequency : 60.00 Pass **Total :** 0.17
Rect :
 DC Voltage : 545.50 Pass Verify correct float voltage settings : Pass
 DC Current : 0.20 Pass AC Ripple Current : 6.90 Pass
 POS to GND: 275.60 Pass AC Ripple Voltage : 0.70 Pass
 NEG to GND: 275.20 Pass

UPS 01 DATE CODE INFORMATION

DC Capacitors Date Code : 2023 Replacement Recommended : 2030
 AC Input Capacitors Date Code : 2023 Replacement Recommended : 2030
 AC Output Caps Date Code : 2023 Replacement Recommended : 2030
 Comm Caps Date Code : 2023 Replacement Recommended : 2030
 Fans Date Code : 2023 Replacement Recommended : 2030
 DC Caps Leaking/Swelling : Pass AC Input Caps Leaking/Swelling : Pass
 Comm Caps Leaking/Swelling : Pass AC O/P Caps Leaking/Swelling : Pass

UPS 01 MEASUREMENT VERIFICATION

Verifying that the UPS is properly synchronized to INPUT power and operating properly : Pass
 Verifying LCD backlight and contrast controls are functional and display pixels are visible : Pass
 % load (KVA) on UPS is not overloaded > 85% or is not underloaded < 5% : Pass
 Are all 3 input currents within 20% balance, i.e No phases overloaded : Pass
 UPS (KVA) size correct : Pass
 UPS is in normal operational mode : Pass
 Verify system calibration : Pass
 UPS date code is less than 25 years (End of Life) : Pass

UPS 01 Visual and Mechanical Information

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

UPS 01 Environment Verification

UPS Room Temperature / Ventilation is acceptable : Pass
Safety Equipment is present : Pass
Any Hostile environment such as water,heat,heavy dust,debris,burned marks or any tampering from non-DC Group employee : No
Adequate service space is available : Pass
Circuit Breakers are labeled accurately : Pass

UPS 01 TRANSFER VERIFICATION (MAJOR PM ONLY)

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

Action Required

DC Group Action Required : No
Customer Action Required : No

Emergency Action Required

DC Group Action Required : No
Customer Action Required : No

Equipment details : **Proactive Replacement**

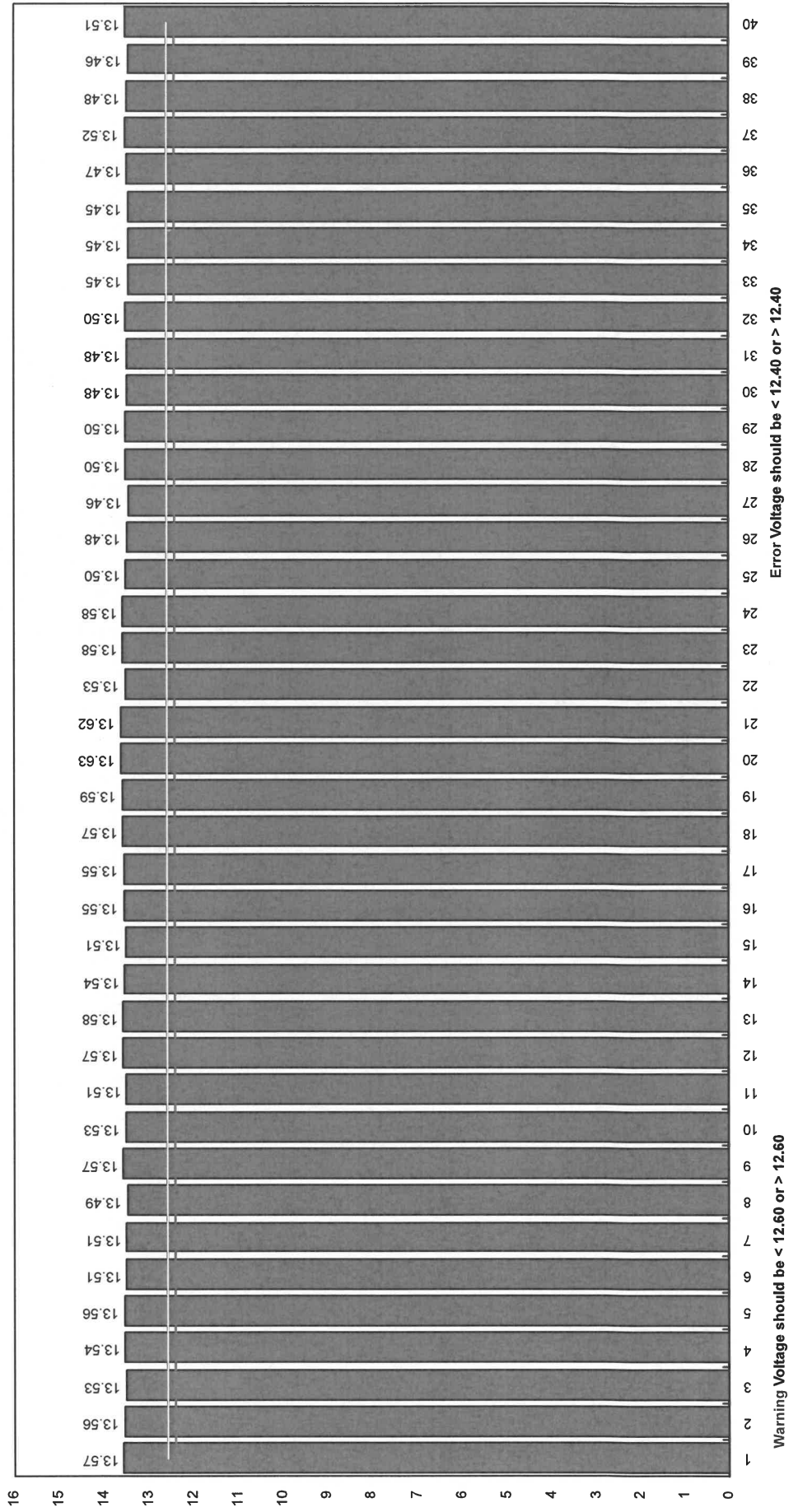
Associated equipment

Equipment Number : Battery String 01
Make : CSB
Model : XPL6700
Equipment Tag :
Date Code : December 2020
Batteries Per String : 40

Equipment Number : UPS001
Make : LIEBERT
Model : U39SA154C0CB482- Libe
Equipment Tag :
Date Code : April 2007
Location : UPS 1 Mass build

Location : UPS 1

VDC Readings for String : 01



Equipment details : Proactive Replacement

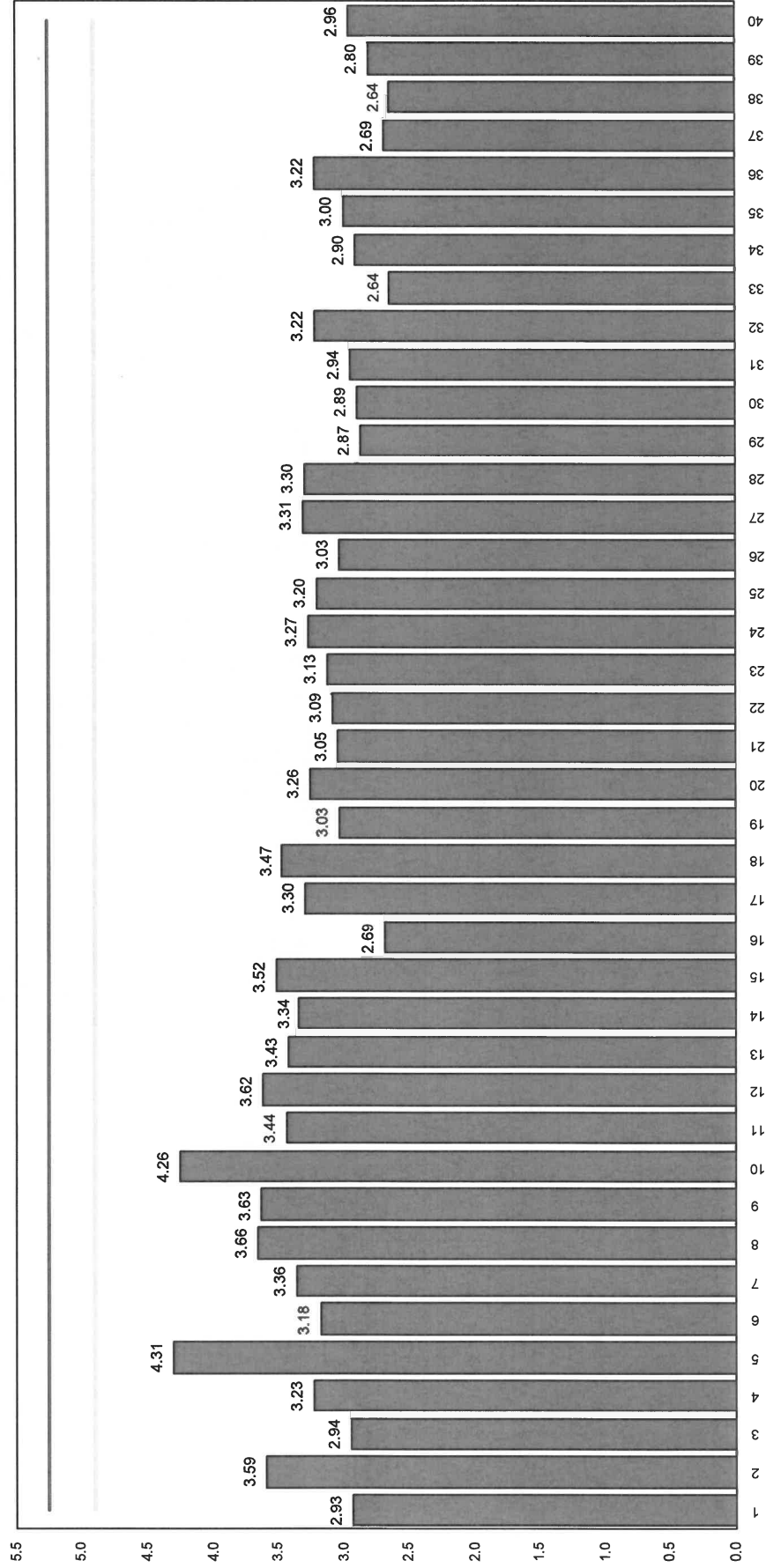
Associated equipment

Equipment Number : Battery String 01
Make : CSB
Model : XPL6700
Equipment Tag :
Date Code : December 2020
Batteries Per String : 40

Equipment Number : UPS001
Make : LIEBERT
Model : U39SA154C0CB482- Libe
Equipment Tag :
Date Code : April 2007
Location : UPS 1 Mass build

Location : UPS 1

Resistance Readings for String : 01



Reference Value : 3.00

Warning Value : 4.90

Fail Value : 5.25

Proactive Replacement

Equipment details

Equipment Number : Battery String 01
Make : CSB
Model : XPL6700
Equipment Tag :
Date Code : December 2020
Batteries Per String : 40

Location : UPS 1

Associated equipment

Equipment Number : UPS001
Make : LIEBERT
Model : U39SA154C0CB482- Libe
Equipment Tag :
Date Code : April 2007
Location : UPS 1 Mass build

Equipment details : **Proactive Replacement**

Associated equipment

Equipment Number : Battery String 01
Make : CSB
Model : XPL6700
Equipment Tag :
Date Code : December 2020
Batteries Per String : 40

Equipment Number : UPS001
Make : LIEBERT
Model : U39SA154C0CB482- Libe
Equipment Tag :
Date Code : April 2007
Location : UPS 1 Mass build

Location : UPS 1

Detailed battery readings

Jar	VDC	VAC / MHOS	% Of Ref %Replace?	Monitor ?	Cracks ?	Comments
1	13.57	2.93	84	No	No	
2	13.56	3.59	103	No	No	
3	13.53	2.94	84	No	No	
4	13.54	3.23	92	No	No	
5	13.56	4.31	123	No	No	
6	13.51	3.18	91	No	No	
7	13.51	3.36	96	No	No	
8	13.49	3.66	105	No	No	
9	13.57	3.63	104	No	No	
10	13.53	4.26	122	No	No	
11	13.51	3.44	98	No	No	
12	13.57	3.62	103	No	No	
13	13.58	3.43	98	No	No	
14	13.54	3.34	95	No	No	
15	13.51	3.52	101	No	No	
16	13.55	2.69	77	No	No	
17	13.55	3.30	94	No	No	
18	13.57	3.47	99	No	No	
19	13.59	3.03	87	No	No	
20	13.63	3.26	93	No	No	
21	13.62	3.05	87	No	No	
22	13.53	3.09	88	No	No	
23	13.58	3.13	89	No	No	
24	13.58	3.27	93	No	No	
25	13.50	3.20	91	No	No	
26	13.48	3.03	87	No	No	
27	13.46	3.31	95	No	No	
28	13.50	3.30	94	No	No	
29	13.50	2.87	82	No	No	

Equipment details : **Proactive Replacement**

Equipment Number : Battery String 01
Make : CSB
Model : XPL6700
Equipment Tag :
Date Code : December 2020
Batteries Per String : 40

Associated equipment
Equipment Number : UPS001
Make : LIEBERT
Model : U39SA154C0CB482- Libe
Equipment Tag :
Date Code : April 2007
Location : UPS 1 Mass build

Location	: UPS 1						
30	13.48	2.89	83	No	No	No	No
31	13.48	2.94	84	No	No	No	No
32	13.50	3.22	92	No	No	No	No
33	13.45	2.64	75	No	No	No	No
34	13.45	2.90	83	No	No	No	No
35	13.45	3.00	86	No	No	No	No
36	13.47	3.22	92	No	No	No	No
37	13.52	2.69	77	No	No	No	No
38	13.48	2.64	75	No	No	No	No
39	13.46	2.80	80	No	No	No	No
40	13.51	2.96	85	No	No	No	No

VDC Warning / Fail Range : 12.60 - 12.40 **MHOS Reference** : 3.00 **MHOS Warning / Fail Range** : 4.90 - 5.25

Equipment details : Proactive Replacement

Equipment Number : Battery String 01
Make : CSB
Model : XPL6700
Equipment Tag :
Date Code : December 2020
Batteries Per String : 40
Location : UPS 1

Associated equipment

Equipment Number : UPS001
Make : LIEBERT
Model : U39SA154C0CB482- Libe
Equipment Tag :
Date Code : April 2007
Location : UPS 1 Mass build

BATTERY STRING NO.1 - INFORMATION

Battery Date Code : 2020 **Recommended Replacement** : 2024
Batteries Recommended to Replace : 0 **Batteries Recommended to Monitor** : 0
Recommended to replace the whole string : No
Temperature Tolerance Range:(68F - 77F) : Pass **Temperature** : 70
Battery Temp Tolerance Range:(63F-82F) : Pass **Temperature** : 70
Battery Type : V - Sealed **Battery Terminal Size** : M6
Verify battery rack integrity : Pass **Vent fan operation** : N/A
Float voltage readings status : Offline **Float voltage readings value** : Normal Float

BATTERY STRING NO.1 CHARGING SYSTEM VERIFICATION

Total Float Voltage : 545.00 Pass
Positive terminal to Ground : 275.00 Pass
Negative terminal to Ground : 275.00 Pass
DC Charging Current : 0.20 Pass
AC Ripple Voltage : 0.70 Pass
AC Ripple Current : 6.90 Pass
Intercell Resistance Acceptance : Pass
For 2 volt Sealed Battery, Check strap torque : N/A

Proactive Replacement

Equipment details :
Equipment Number : Battery String 01
Make : CSB
Model : XPL6700
Equipment Tag :
Date Code : December 2020
Batteries Per String : 40

Associated equipment
Equipment Number : UPS001
Make : LIEBERT
Model : U39SA154C0CB482- Libe
Equipment Tag :
Date Code : April 2007
Location : UPS 1 Mass build

Location : UPS 1

Container and Cover Condition

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

Battery Environment

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



ENGINEER BIOGRAPHY

Mark Daniel — Field Service Engineer

EXPERIENCE:

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

EDUCATION:

- Electrician's Graduate Mate A School (First in Class)
- Navy Nuclear Power Technical Training
- Master Training Specialist (500 hours)

EMPLOYMENT:

- 2001-2007: U.S. Navy
- 2007-2010: General Electric
- 2010-Present: DC Group

CERTIFICATION(S):

- Certified by DC Group to maintain Liebert, APC, Powerware, MGE, GE, and Mitsubishi UPS Systems
- 5 Navy Achievement Medals
- 2 Navy Commendation Medals
- Ranked as Number 1 Chief Petty Officer at Comman



ENGINEER BIOGRAPHY

Nicholas DeQuila — Field Service Engineer

UPS EQUIPMENT EXPERTISE:

Navy Nukes (4 years), Nuclear Propulsion Plant Operator/Supervisor Electrical

EXPERIENCE:

15+ years of experience in the theory, operation, installation, and modification of electrical and electronic equipment, with eight (8) years of experience of management, training, maintenance, and operations of submarine nuclear power plants and associated power distribution systems.

EDUCATION:

2004: Vocational Electrician Training
2008: US Navy - Electricians Mate A School
2008: US Navy - Naval Nuclear Power School
2009: US Navy - Nuclear Propulsion Training Unit
2011: Motor Generator School (500 and 70 KW)
2016: Allen Bradley PLC 5 (Controllogix Basic Course)
2017: Allen Bradley PLC 5 (Controllogix Advanced Course)

EMPLOYMENT:

2008-2016: US Navy
2016-2021: A.B Inbev
2021-Present: DC Group

CERTIFICATION(S)/AWARD(S)

2021: Certified by DC Group to maintain Liebert, Powerware, MGE, APC, GE, Mitsubishi, Toshiba, Gamatronics, Staco, Tripp Lite UPS systems, plus electrical safety, battery safety, PPE, Lock Out/Tag Out and Field/Safety training as per DC Group Safety Manual.

OTHER INFO:

- Received 3 Navy Achievement Awards



Engineer Biography

Colton Molidor - Field Service Engineer

Experience:

- Experienced in nuclear power production, operations, electrical/technical curriculum development, maintenance, and troubleshooting.

Education:

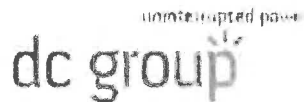
- Excelsior University (Albany, New York), Expected Graduation 04/24
- Nuclear Power School, US Navy (Charleston, SC), 02/2016
- Nuclear Field "A" School, US Navy (Charleston, SC), 08/2015

Employment:

- April 2021-Feb 2024: Nuclear Training Instructor, Submarine Learning Facility Norfolk
- June 2019-April 2021: Nuclear Electrician Supervisor, Navy – USS Rhode Island
- Aug 2015-June 2019: Nuclear Operator Electrician, Navy – USS Rhode Island

Certifications:

- 2023: Certified by DC Group to maintain Eaton/Powerware/Tripplite, Emerson/Liebert/Chloride/Vertiv/Alber, APC/MGE/Schneider, SolarEdge/Gamatronics, ABB/Cyberex UPS systems, UPS Battery Systems (wet cell, VRLA, Li-ION), plus electrical safety, battery safety, PPE, Lock Out/Tag Out and Field/Safety training as per the DC Group Safety Manual.
- Active Top Secret Security Clearance



ENGINEER BIOGRAPHY

Jamal Andrus — Field Service Engineer

UPS EQUIPMENT EXPERTISE:

Liebert OEM Trained FSE (2 years)
NPower, NXb, NX480, 610 Series
Navy (6 years)

EXPERIENCE:

Experience utilizing schematic diagrams, piping diagrams, technical manuals and technical publications. Highly skilled in troubleshoot theory to include the recognition and interpretation of malfunctions visually and verbally. Highly proficient in the use of electronic test equipment such as oscilloscope, multi-meter, optical time-domain reflector and other specialized equipment.

EDUCATION:

EMPLOYMENT:

2009-2014: U.S. Navy
2014-2015: Kawasaki Rail Car, Inc.
2016-2017: Emerson Network Power
2018-Present: DC Group

CERTIFICATION(S)/AWARD(S)

2010: Fire Controlman "A-School" Honor Graduate
2012: Good Conduct Medal
2018: -Certified by DC Group to maintain Liebert, GE, APC, Powerware, MGE, Cyberex, and Mitsubishi UPS systems



ENGINEER BIOGRAPHY

Eric Farmer — Field Service Engineer

UPS EQUIPMENT EXPERTISE:

6 years Navy Nuke (Electronics Tech Nuclear)

EXPERIENCE:

6 years Navy Nuke (Electronics Tech Nuclear). Currently certified to maintain Liebert, Powerware, MGE, APC, GE, Mitsubishi, Toshiba, Gamatronics, Staco, Tripp Lite UPS systems, plus electrical safety, battery safety, PPE, Lock Out/Tag Out.

EDUCATION:

2016-2018: NNPTU - Nuclear Operator Certification

EMPLOYMENT:

2018-2022: US Navy - USS Columbus SSN

2022-Present: DC Group

CERTIFICATION(S)/AWARD(S)

2022: Certified by DC Group to maintain Liebert, Powerware, MGE, APC, GE, Mitsubishi, Toshiba, Gamatronics, Staco, Tripp Lite UPS systems, plus electrical safety, battery safety, PPE, Lock Out/Tag Out and Field/Safety training as per DC Group Safety Manual.

OTHER INFO:



ENGINEER BIOGRAPHY

Joseph Flaws — Field Service Engineer

UPS EQUIPMENT EXPERTISE:

6 years Navy Nuke (EM), 4 year degree EE (Electrical Eng)

EXPERIENCE:

6+ years experience troubleshooting, problem solving, repairing and operating equipment. Currently certified to maintain Liebert, Powerware, MGE, APC, GE, Mitsubishi, Toshiba, Gamatronics, Staco, Tripp Lite UPS systems, plus electrical safety, battery safety, PPE, Lock Out/Tag Out.

EDUCATION:

2017: Naval Nuclear Prototype Training and Nuclear Power School

2016: Nuclear Field Electricians Mate "A" School

2014: B.S. In Electrical Engineering

EMPLOYMENT:

2016-2022: US Navy

2022: DC Group

CERTIFICATION(S)/AWARD(S)

2022: Certified by DC Group to maintain Liebert, Powerware, MGE, APC, GE, Mitsubishi, Toshiba, Gamatronics, Staco, Tripp Lite UPS systems, plus electrical safety, battery safety, PPE, Lock Out/Tag Out and Field/Safety training as per DC Group Safety Manual.

OTHER INFO:

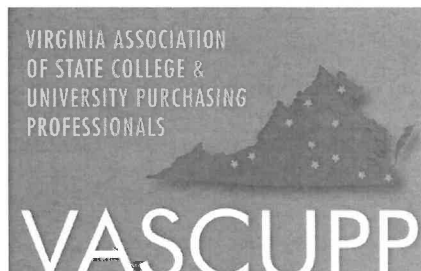


Request for Proposal

RFP# FDC-1229

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

April 1, 2025



REQUEST FOR PROPOSAL
RFP# FDC-1229

Issue Date: April 1, 2025
Title: Uninterruptible Power Supply (UPS) & Battery Maintenance
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through Five Years (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on April 30, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

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

All Inquiries For Information And Clarification Should Be Directed To: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (Fax) 540-568-7935 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)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an 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 # FDC-1229

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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) and Battery Maintenance for James Madison University (JMU), an agency of the Commonwealth of Virginia. The initial contract shall be for five (5) years with an option to renew for one (1) additional one-year period.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

JMU operates several Uninterruptible Power Supply (UPS) units related to its three data centers and three network core locations. 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
Chloride Power Protection	UPS 90-Net 400KVA	90N400400AS44N	
	Battery Cabinet	LCAB-400K	40 batteries
	Battery Cabinet	LCAB-400K	40 batteries
	Battery Cabinet	LCAB-400K	40 batteries
Liebert	2 UPS GTX4- 6000VA	GXT4-6000RT208	12 batteries each
	8 Battery Cabinets	GXT4-144VBATT	12 batteries each
Liebert	3 UPS GTX3- 6000VA	GXT3-6000RT208	12 batteries each
	3 Battery Cabinets	GXT3-144VBATT	12 batteries each
Liebert	GXT5-1500LVRT	GXT5- 1500LVRT2UXL	4 batteries
Liebert	GXT3-2000RT120	GXT3-2000RT120	4 batteries

III. SMALL, WOMAN-OWNED AND MINORITY 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.
- Periodic battery, capacitor, and fan replacement at intervals recommended by the manufacturer and/or industry best practices.

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. Describe how your firm will work with JMU to schedule battery, capacitor and fan replacement procedures. Specify any associated cost in *Section X. Pricing Schedule*.
- H. 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*.
- I. State the name, location, and qualifications of personnel to be assigned to JMU.
- J. Describe your firm’s inventory of parts. Indicate their location.
- K. 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.*).
- L. Describe any electronic tools, reporting, or monitoring capabilities provided by your firm. Specify any associated cost in *Section X. Pricing Schedule*.
- M. 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.
- N. Specify whether the company is a “Manufacturer Authorized” service provider for the equipment listed in *Section II. Background*.
- O. 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.
- P. Provide documentation related to the Contractor and/or technicians being certified or trained by the equipment manufacturers.
- Q. Describe safety procedures utilized by your firm’s technicians during onsite visits, and how such procedures achieve compliance with all OSHA, NFPA and other relevant standards. Describe any safety procedure requirements expected of JMU during onsite visits.
- R. 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.

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR OFFEROR’S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).

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. **ELECTRONIC SUBMISSION:**

- i. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. **Emailed responses will not be accepted.** Please see below, “eVA Procurement Website and Registration” for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.
- ii. eVA Procurement Website and Registration The Commonwealth’s procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select “Register Now” on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select “I Sell to Virginia”. Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.e below.

b. **PAPER SUBMISSIONS:**

- i. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
- ii. **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.
- iii. 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.
- iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.

2. Should the proposal contain **proprietary information, provide one (1) redacted copy of the proposal** and all 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.

3. 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 modification 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.
4. 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 shall 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' 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. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
5. 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 acknowledgements, if any, signed and filled out as required. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
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 be 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 Department of Small Business and Supplier Diversity (SBSD)-certified small businesses

which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) 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 unless no subcontracting opportunities exist.

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 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, & Minority (SWaM) Businesses
5. Cost

Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time.

- 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

- 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 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 subcontractors, 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 condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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 proposal under this solicitation, the 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 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 \$100,000 as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (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: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the 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 offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the 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:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

- a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 - 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 - 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 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. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. 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.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other

communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS

- 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: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP 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 via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.

- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of one (1) successive five-year period 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 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-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 SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of 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 SBSD 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 or swamreporting@jmu.edu .**
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 or swamreporting@jmu.edu .** 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 Department of Small Business and Supplier Diversity (SBSD) 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 Department of Small Business and Supplier Diversity (SBSD)-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 or swamreporting@jmu.edu .**
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- 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 ensure compliance with all requirements of the contract.
- T. 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. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (PII). 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.

- U. 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.
- V. NEW EQUIPMENT: Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.
- W. 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.
- X. 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.
- Y. 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.
- Z. 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.

IX. METHOD OF PAYMENT

The contractor will be paid based on 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 request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in the proposal, indicating one-time and ongoing costs. The resulting contract will be cooperative, and pricing shall be inclusive of the attached Zone Map, of which JMU falls within Zone 2.

- 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 the minimum percent off the published list price for parts/batteries.
- D. Provide the cost for any other products and services being offered.

Specify any associated charge card processing fees, if applicable, to be billed to the university.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

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: _____

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 Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? 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.**

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.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: _____ Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer:

Firm _____ Address _____ Contact Person/No. _____

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

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

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) Negotiations 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: _____

ATTACHMENT D
Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<p>Zone 1 George Mason University (Fairfax)</p> <p>Zone 4 University of Mary Washington (Fredericksburg)</p> <p>Zone 7 Longwood University (Farmville)</p>	<p>Zone 2 James Madison University (Harrisonburg)</p> <p>Zone 5 Christopher Newport University (Newport News) College of William and Mary (Williamsburg) Norfolk State University (Norfolk) Old Dominion University (Norfolk)</p> <p>Zone 8 Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)</p>	<p>Zone 3 University of Virginia (Charlottesville)</p> <p>Zone 6 Virginia Commonwealth University (Richmond) Virginia State University (Petersburg)</p> <p>Zone 9 University of Virginia - Wise (Wise)</p>
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April 21, 2025

**ADDENDUM NO.: One
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# FDC-1229**
Dated: April 1, 2025
Commodity: **Uninterruptible Power Supply (UPS) and Battery Maintenance**
RFP Closing On: **April 30, 2025, at 2:00 p.m. (Eastern)**

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

Question - The initial contract shall be for five (5) years with an option to renew for one (1) additional one-year period. Can you clarify the contract terms? Is it supposed to be 1 year with option to renew for 4 or 5 years?

Answer – The contract terms is an initial five (5) year period with the option to renew for one additional five (5) year term.

Question – 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. This does not apply to our company. Does this affect our eligibility to bid?

Answer – No. Your company may still submit a proposal.

Question - In this RFP the maintenance scope of work includes replacement recommendations as follows: “Periodic battery, capacitor, and fan replacement at intervals recommended by the manufacturer and/or industry best practices.” There is a significant amount of labor and parts that are needed to replace capacitors, fans, batteries, i.e., what is needed at times of inspection. Only after a visual review and performance testing can we make specific recommendations for your facility.

Answer - JMU would not expect components to be replaced at the time of the scheduled maintenance. Worst case, if for example a leaking battery or capacitor were found, JMU would expect that to result in a subsequent service visit to replace the failing component. To JMU’s knowledge, that has never happened.

Question - Are you ok with a separate line item for “component replacements” or is it appropriate not to include those on the PM only portion of this proposal and simply share when the components will become due and quote/replace at that time once you review and confirm you’d like that done?

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of
PROCUREMENT SERVICES 540.568.3145 Phone
540.568.7935 Fax

Answer - Yes, if JMU understands the question correctly, this is what JMU has in mind. Again, JMU does not envision that component replacement would be expected to take place along with every PM. The goal, which JMU has been successful in achieving in the past, is to prevent the need for emergency component replacements during a PM by maintaining a frequent PM schedule and adhering to component replacement schedules.

Question - Typically (Manufacturers Specifications), capacitors are every 5-7 years, batteries 3-5 and fans 7-10, but there are multiple variables that can impact the replacement timeframe and recommendation, that can only be measured and determined inspection and testing.

Answer - The typical schedules listed above are exactly what JMU does now and what JMU expects for the future. JMU's experience over the past 20 years suggests we do not have variables that significantly impact the typical replacement timeframes. JMU sees no reason to propose anything beyond the typical recommended intervals.

Question - 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.
- Periodic battery, capacitor, and fan replacement at intervals recommended by the manufacturer and/or industry best practices.

Please let me know how you'd like the information displayed.

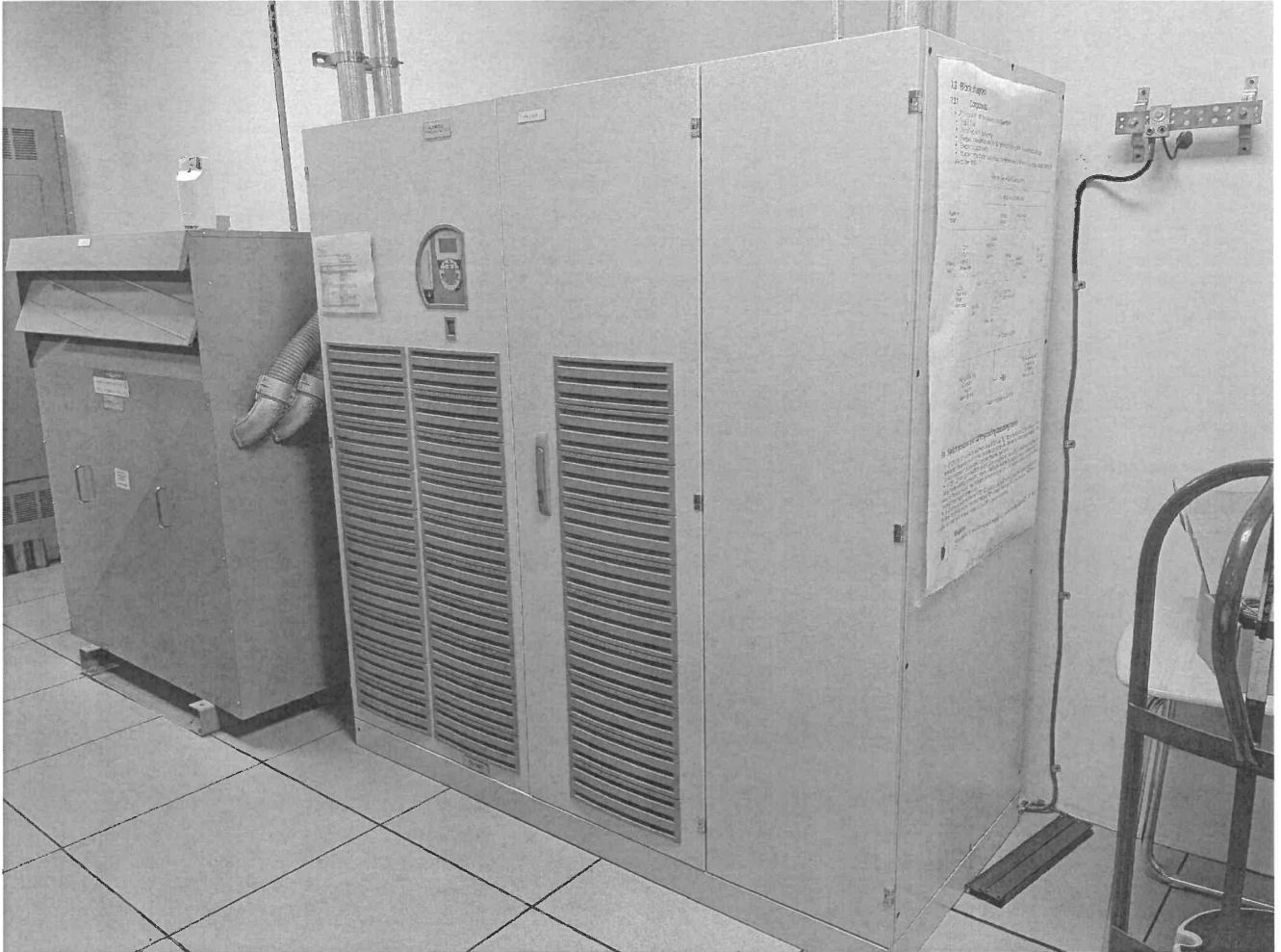
Answer – See Section X. Pricing Schedule for the format to display the requested information.

Question – Is an on-site visit possible prior to executing our response?

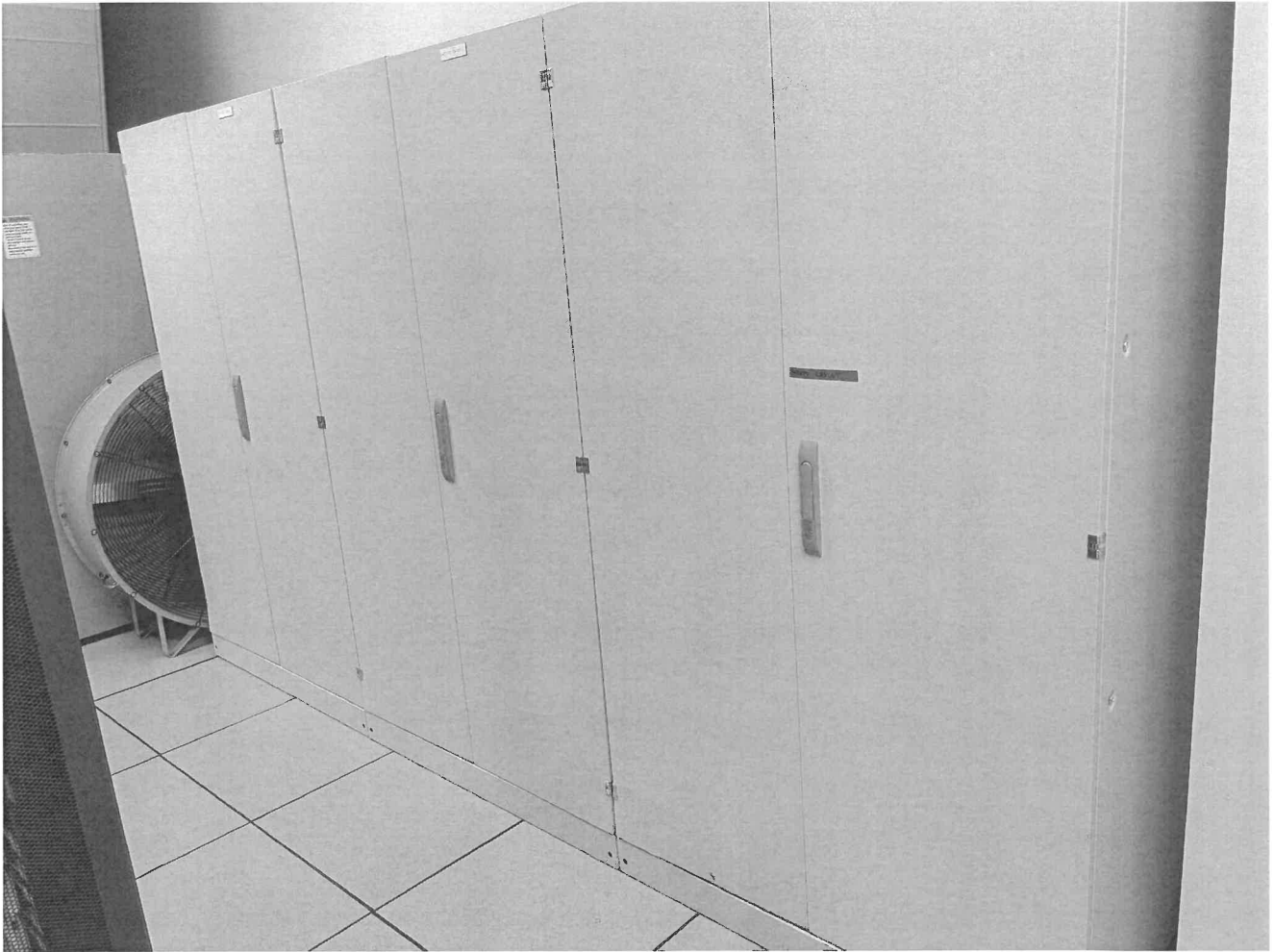
Answer – In lieu of a site visit, the following pictures are being provided.

See following pages

Data Center UPS – Chloride



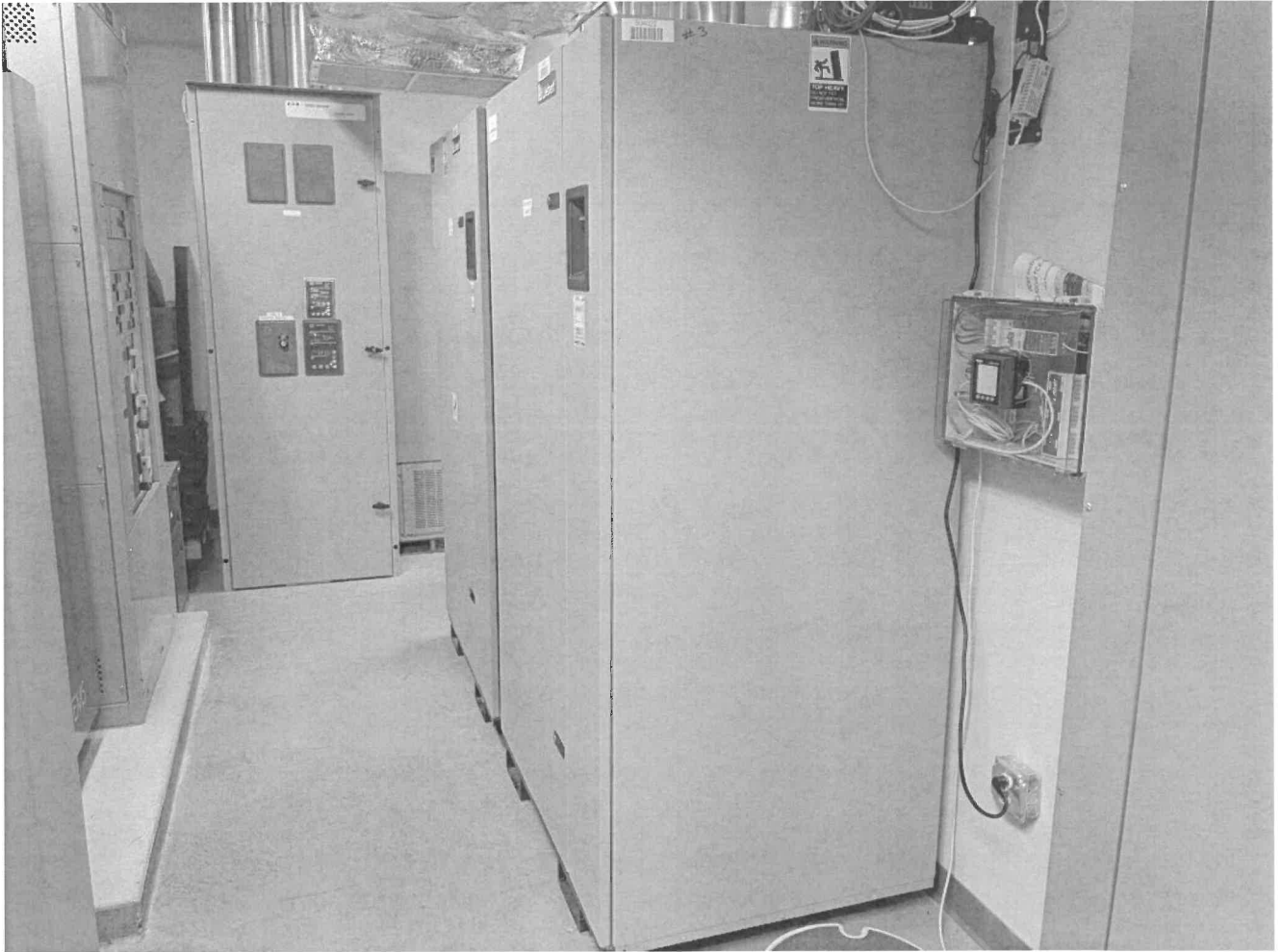
Data Center – Liebert





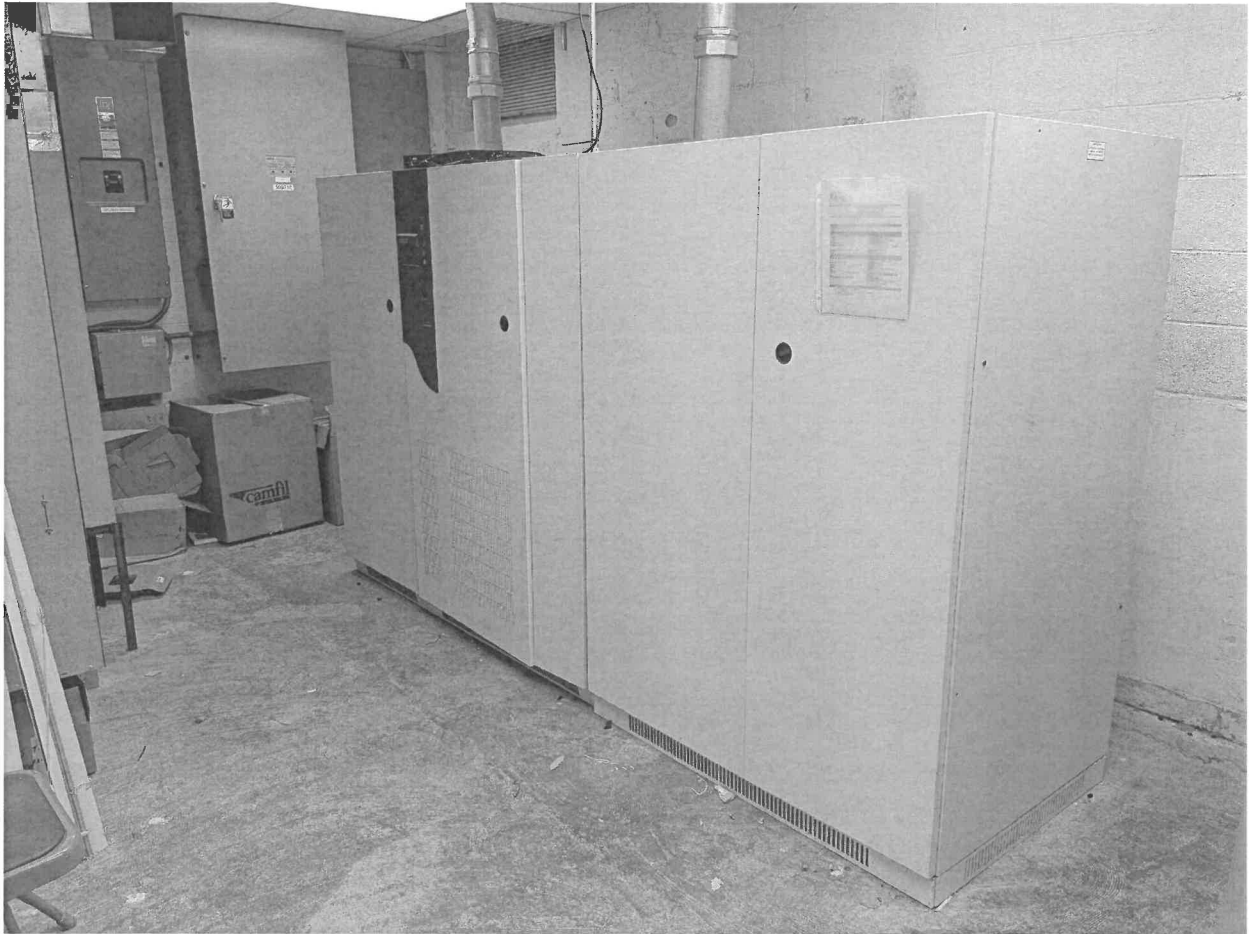




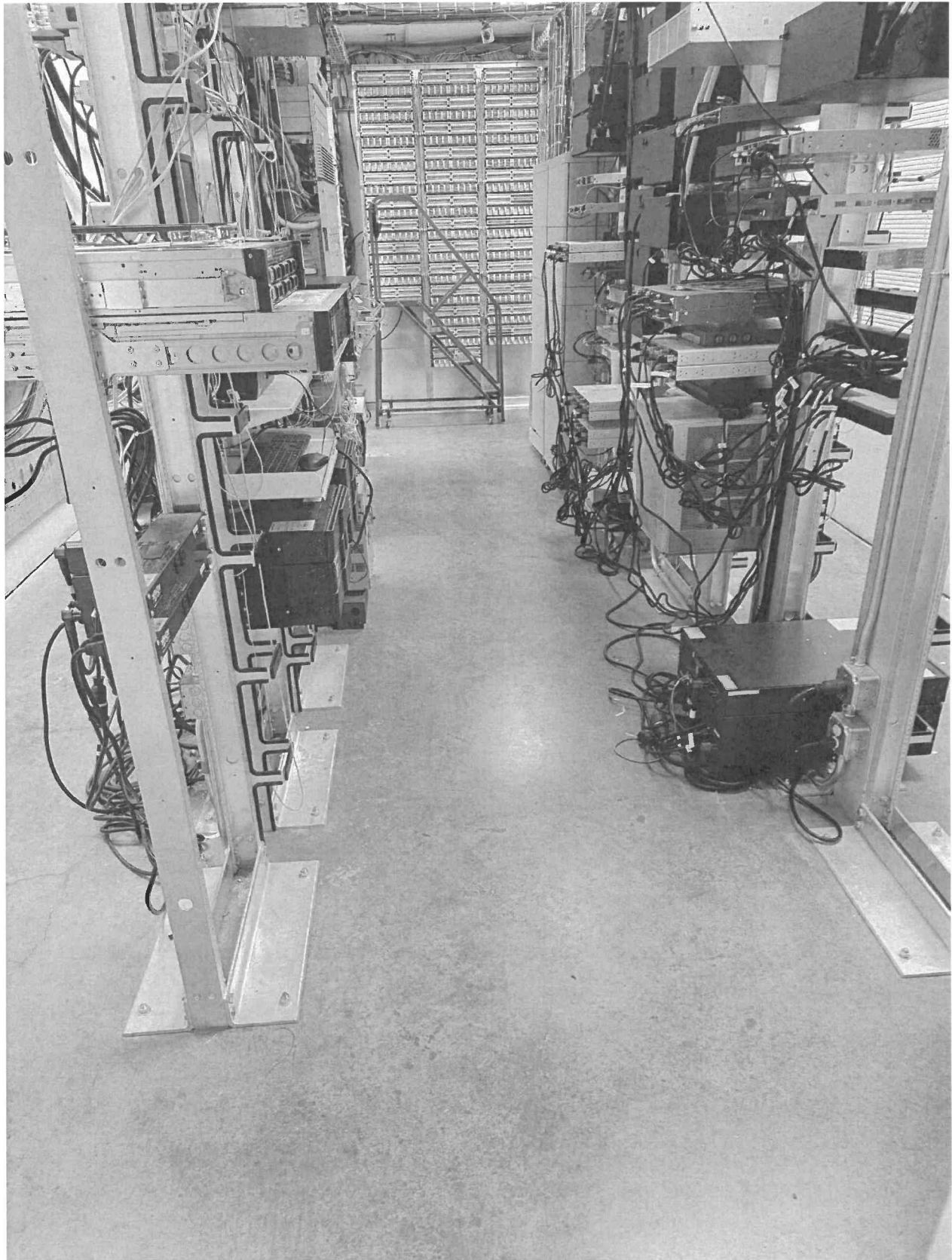




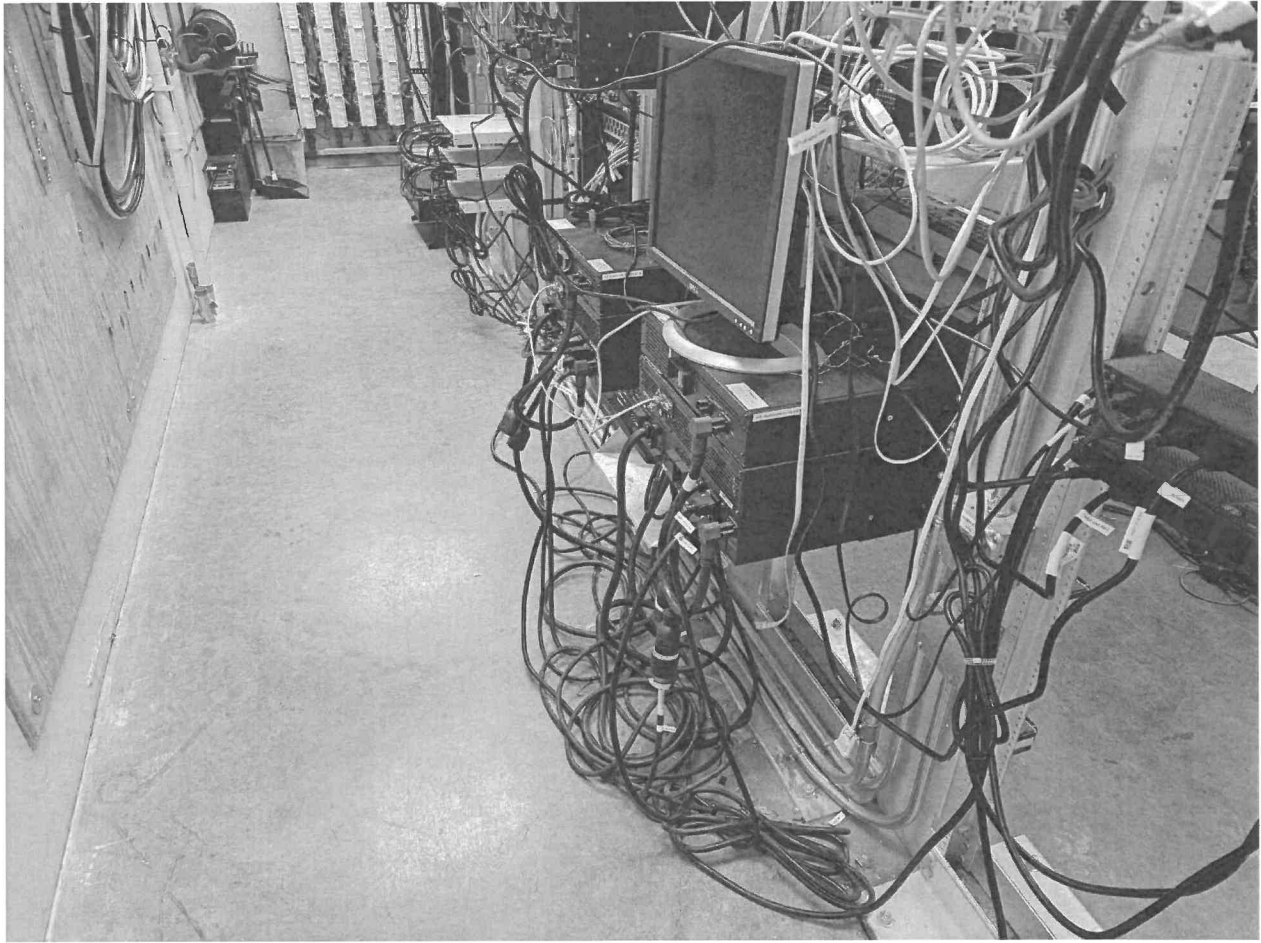
Data Center – MGE



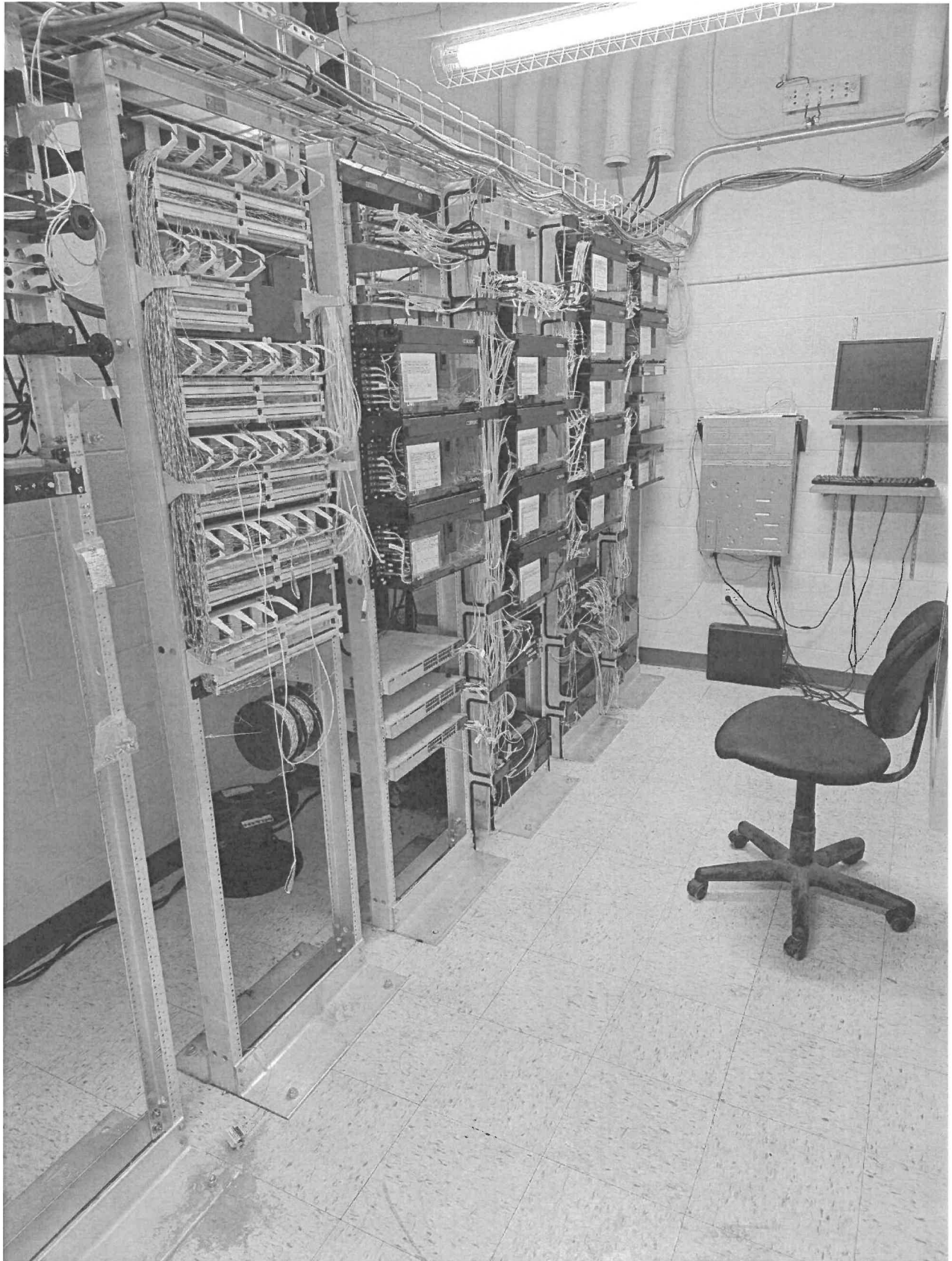
Network UPS

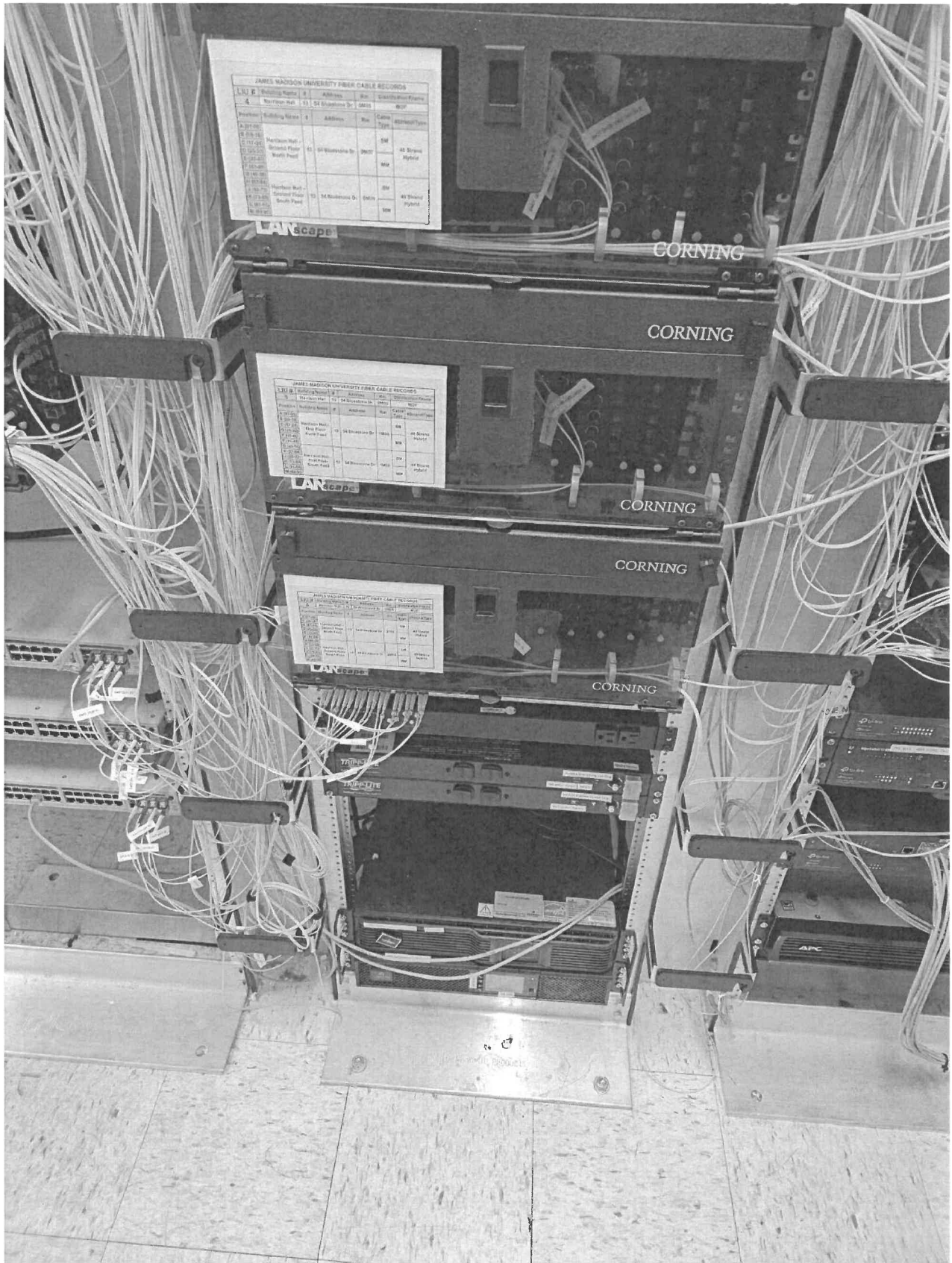












JAMES MADISON UNIVERSITY FIBER CABLE RECORDS

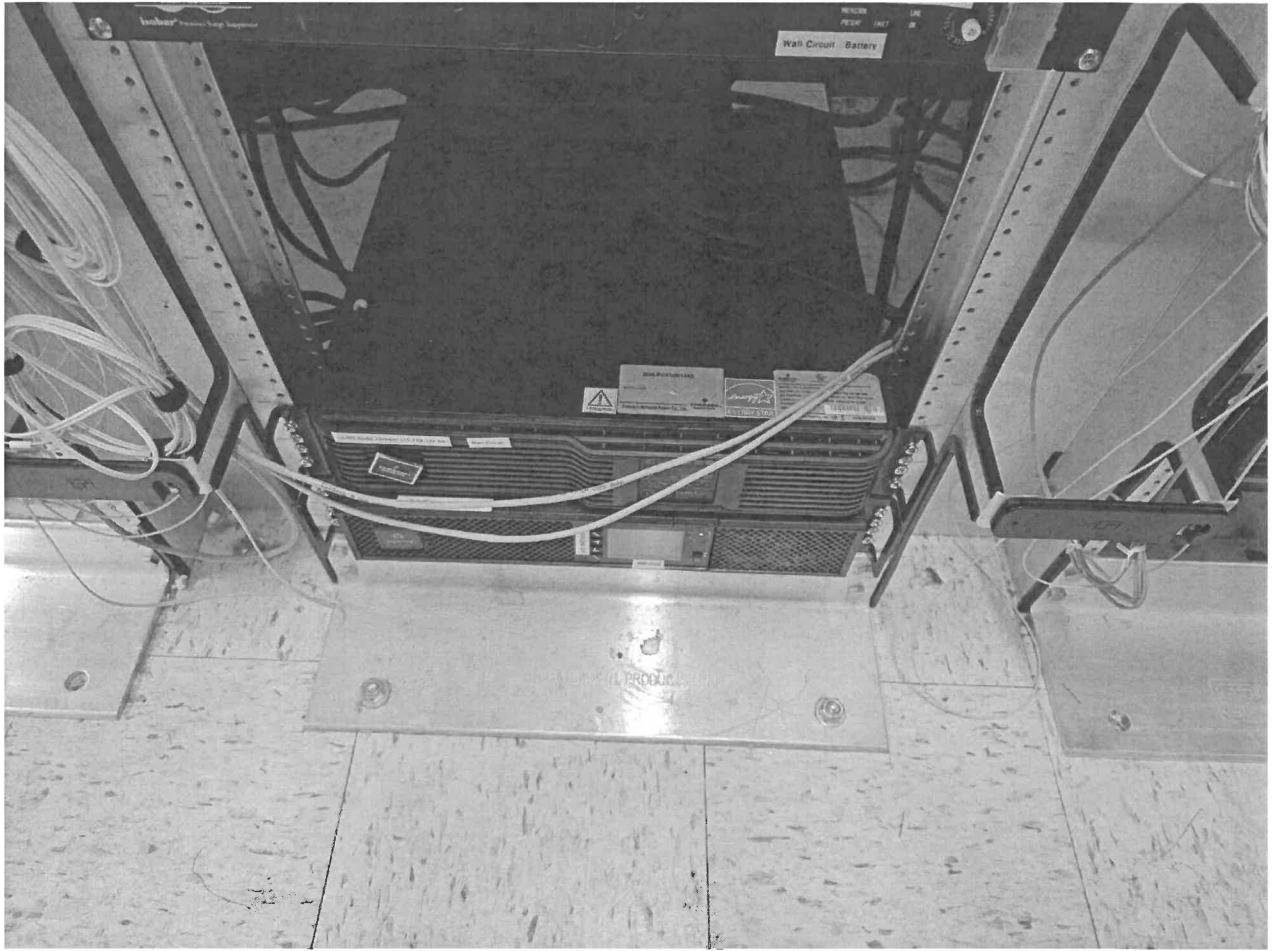
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4	Norwood Hall	11 S. Shakespeare Dr	3633	1000
Position	Building Name	Address	Box	Capacity/Status
A-207-001				
B-108-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
C-117-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
D-125-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
E-133-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
F-141-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
G-149-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
H-157-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
I-165-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
J-173-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
K-181-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps

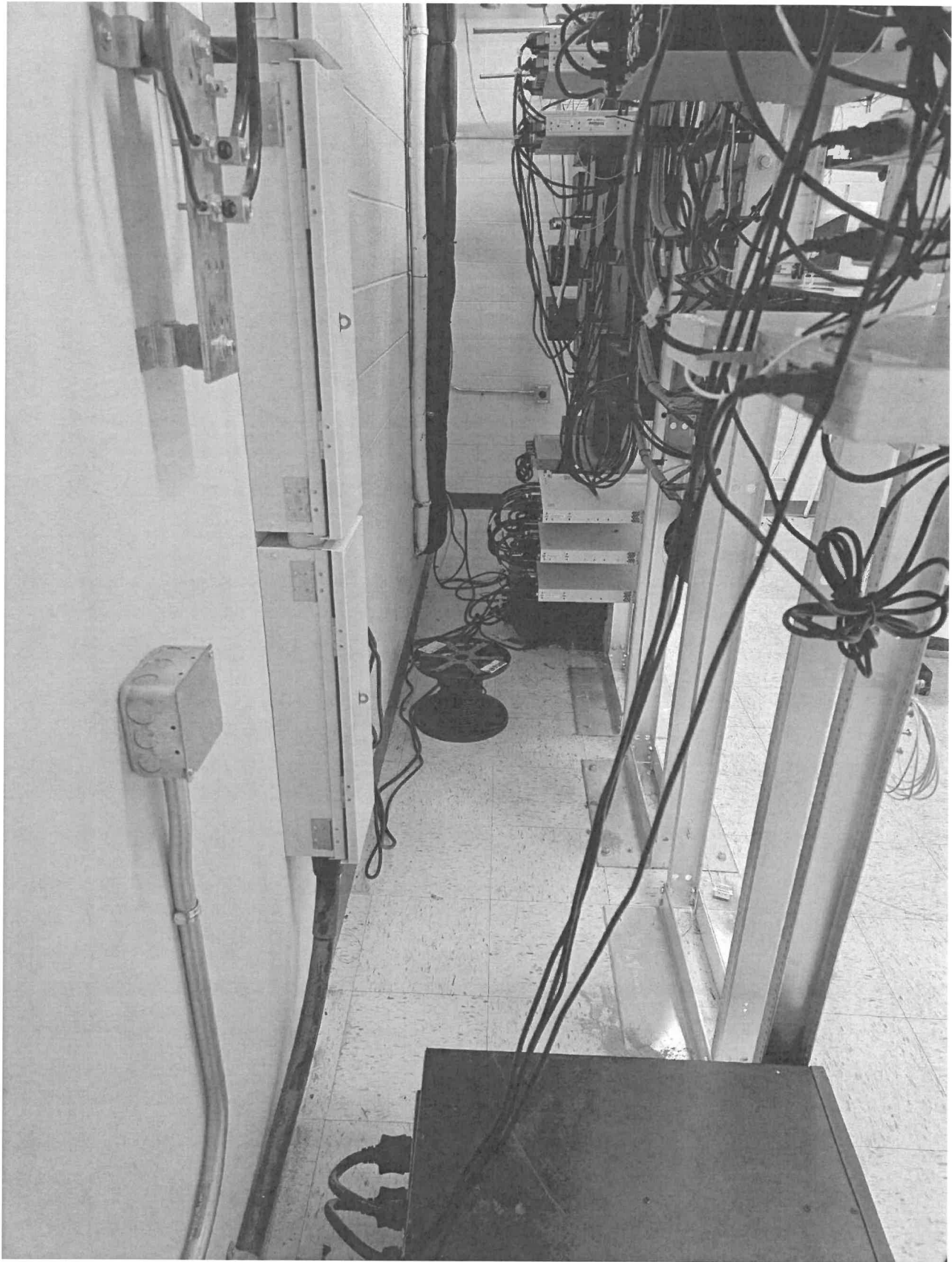
JAMES MADISON UNIVERSITY FIBER CABLE RECORDS

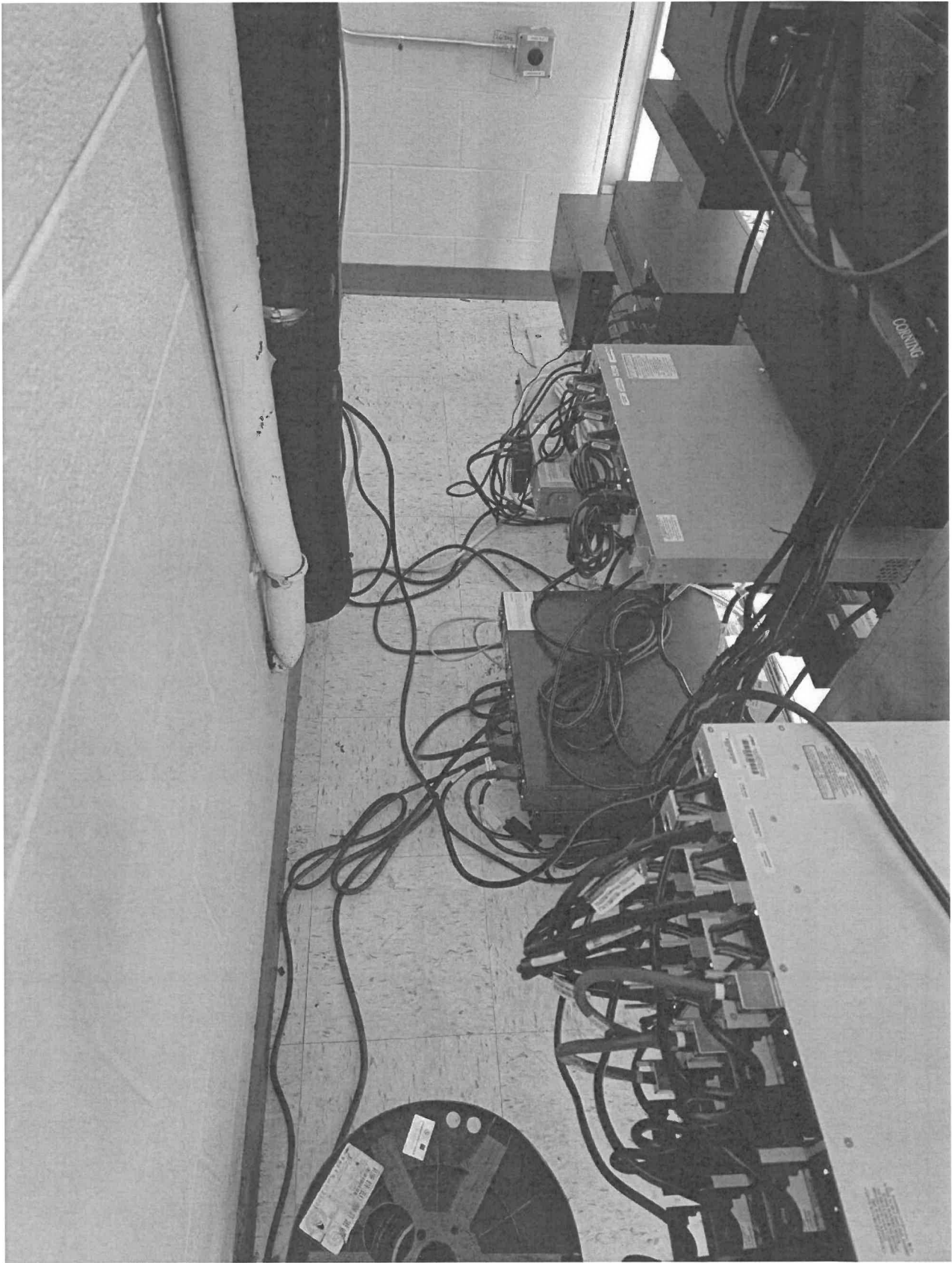
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Position	Building Name	Address	Box	Capacity/Status
A-207-001				
B-108-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
C-117-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
D-125-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
E-133-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
F-141-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
G-149-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
H-157-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
I-165-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
J-173-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
K-181-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps

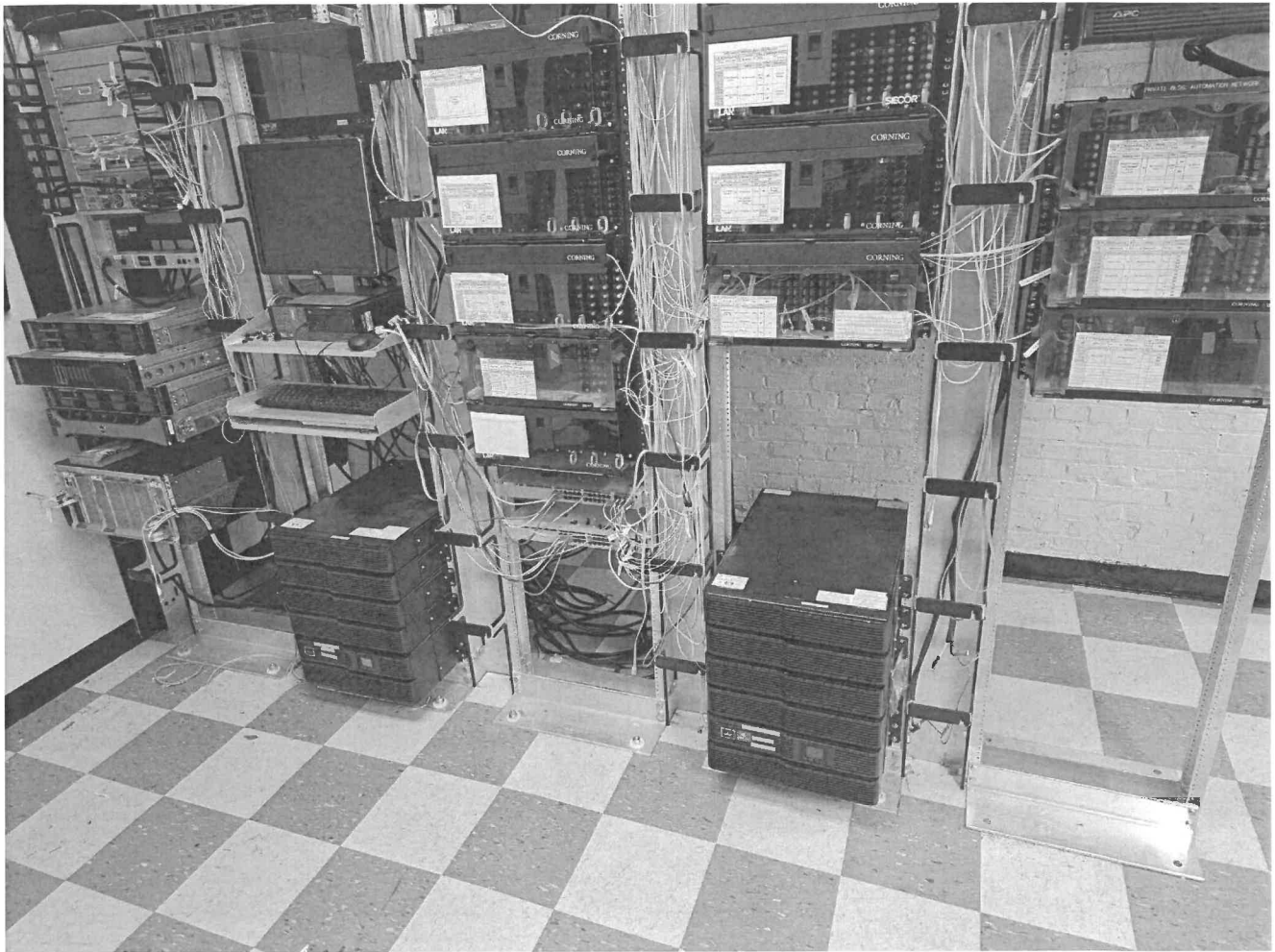
JAMES MADISON UNIVERSITY FIBER CABLE RECORDS

LN#	Building Name	Address	Box	Capacity/Status
6	Norwood Hall	11 S. Shakespeare Dr	3633	1000
Position	Building Name	Address	Box	Capacity/Status
A-207-001				
B-108-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
C-117-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
D-125-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
E-133-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
F-141-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
G-149-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
H-157-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
I-165-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
J-173-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps
K-181-001	Marathon Hall	11 S. Shakespeare Dr	3637	40 Straps

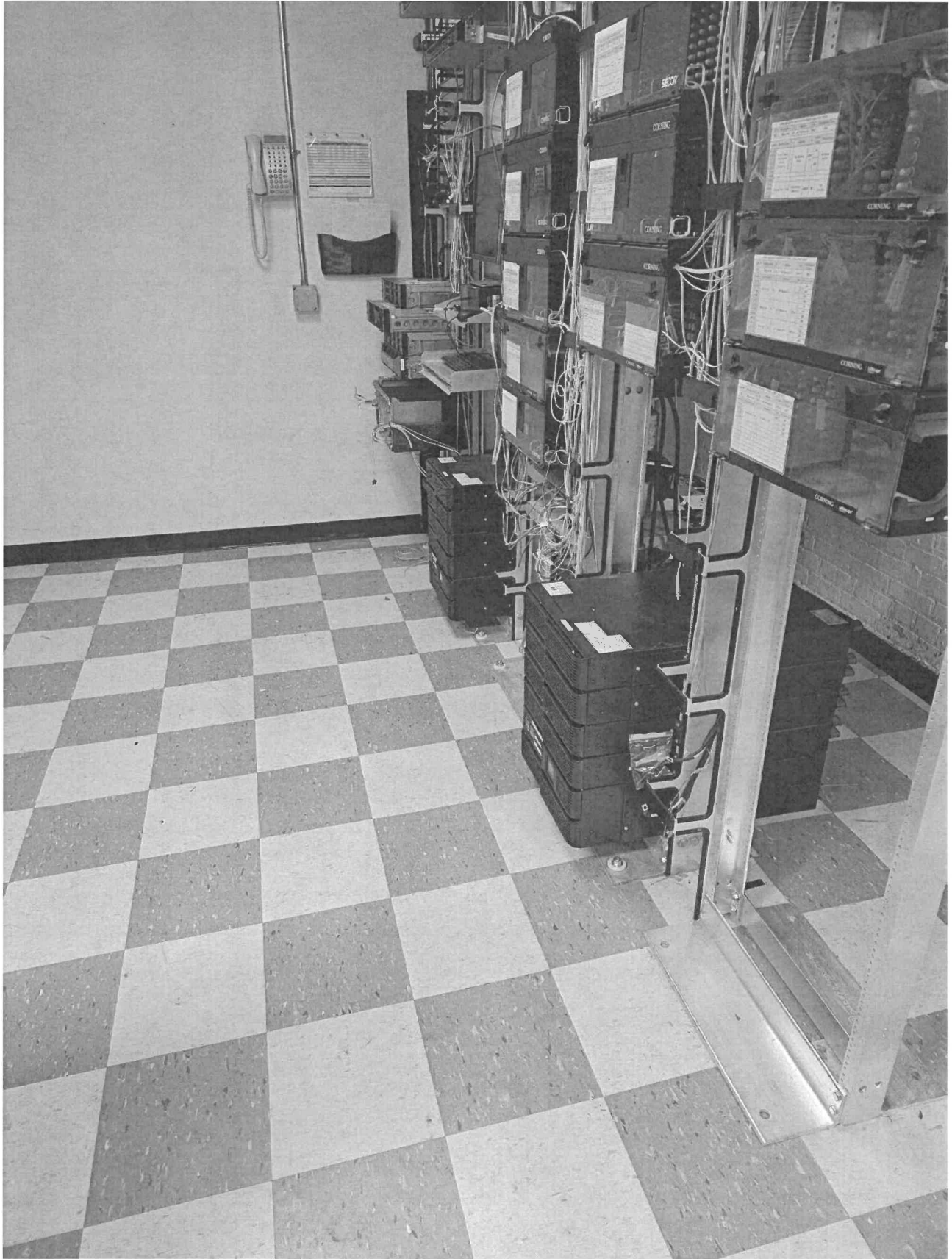












Signify receipt of this addendum by initialing “*Addendum # _____*” on the signature page of your proposal.

Sincerely,

Doug Chester, VCO
Buyer Senior
Phone: (540-568-4272)