



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU7224

This contract entered into this 1st day of July, 2025, by On Computer Services, LLC dba Unified Power, 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 27, 2025

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

CONTRACTOR:

By: Robert M Parrish
Robert M Parrish (Jul 3, 2025 09:22 EDT)
(Signature)

Robert M Parrish

(Printed Name)

Title: VP Sales

PURCHASING AGENCY:

By: Doug Chester
Doug Chester (Jul 7, 2025 07:53 EDT)
(Signature)

Doug Chester

(Printed Name)

Title: Buyer Senior

**RFP # FDC-1229 Uninterruptible Power Supply (UPS)
and Battery Maintenance
Negotiation Summary for On Computer Services, LLC dba Unified Power
June 27, 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 (X2 BAT ONLY)</u>	<u>Total</u>
MGE	ESP3150	Comer 150kva	\$1,100.00	\$800.00	\$50	\$2,000.00
Liebert	S610	S610 150kva	\$1,100.00	\$800.00	\$50	\$2,000.00
Liebert	S610	S610 225kva	\$1,100.00	\$800.00	\$50	\$2,000.00
Chloride	90NET	90NET 400kva	\$1,100.00	\$800.00	\$50	\$2,000.00
Liebert	(2) UPS	GXT4 6kva	\$762.50	\$512.50	\$62.50	\$1,400.00
Liebert	(3) UPS	GXT3 6kva	\$1,087.50	\$712.50	\$37.50	\$1,875.00
Liebert	GXT5	GXT5 1.5kva	\$356.25	\$231.25	\$6.25	\$600.00
Liebert	GXT3	GXT3 2kva	\$356.25	\$231.25	\$6.25	\$600.00
Yearly Total						\$12,475.00

Time and Materials Rate (For repairs that fall outside of the scope)			
Service Type	Mon-Fri (8AM-5PM)	Off Hours Mon-Fri & Weekends	Holiday
UPS Services	\$225.00/hr	\$325.00/hr	\$425.00/hr
DC/Electronic Services	\$225.00/hr	\$325.00/hr	\$425.00/hr
Battery Services	\$225.00/hr	\$325.00/hr	\$425.00/hr
Managed Services	As Proposed		
Materials/Parts	Current list price, FOB Destination Point, less 25% discount on parts and freight.		
Same Day Response	Subject to availability. May be subject to a Premium Charge		
Calculation of Charges	Portal to Portal		

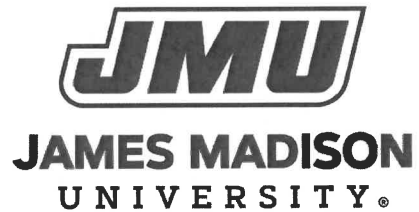
*All rates inclusive of Travel and Incidentals costs.

2. The following are specifically covered under this contract:

- a. 24x7 Emergency Response
- b. Parts and Labor for Preventative Maintenance
- c. Parts and Labor for Emergency Services *(unless the issue is deemed to be from a pre-existing condition and/or components older than expected lifecycle)*
- d. Air Filters

**RFP # FDC-1229 Uninterruptible Power Supply (UPS)
and Battery Maintenance**
Negotiation Summary for On Computer Services, LLC dba Unified Power
June 27, 2025

- 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.
 - 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.

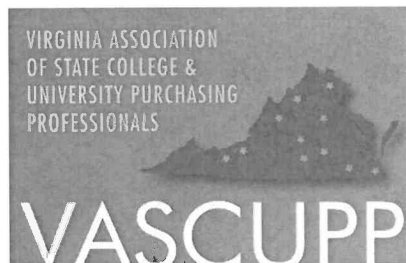


Request for Proposal

RFP# FDC-1229

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

April 1, 2025



DEADLINE FOR SUBMISSION OF QUESTIONS: Tuesday, April 22, 2025, @ 5:00 p.m.

All questions and inquiries shall be formally submitted on this document. Questions shall be submitted in writing and shall reference, whenever possible, the Page, Section, Item number within the Statement of Needs specifications of this document that the question is in reference to.

Answers to all questions received will be issued through a written addendum (if applicable) and become a part of the permanent record of this solicitation.

The following question concerns: (indicate)

[illegible]

Name	Organization	E-mail Address
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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:

On Computer Services, LLC dba Unified Power

217 Metro Drive Terrell, TX 75160

By: Christian Davis
(Signature)

Name: Christian Davis
(Please Print)

Date: 04/29/2025

Title: Northeast Regional Vice President

Web Address: www.unifiedpowerusa.com

Phone: 240-772-1701

Email: Christian.Davis@unifiedpowerusa.com

Fax #: 240-772-1666

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 CD #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

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	2
IV.	STATEMENT OF NEEDS	Page	2-3
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	3-7
VI.	EVALUATION AND AWARD CRITERIA	Page	7
VII.	GENERAL TERMS AND CONDITIONS	Page	8-15
VIII.	SPECIAL TERMS AND CONDITIONS	Page	15-20
IX.	METHOD OF PAYMENT	Page	20
X.	PRICING SCHEDULE	Page	21
XI.	ATTACHMENTS	Page	21
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
	E. Attachment E: Major Preventative Maintenance Scope of Work (SOW)		
	F. Attachment F: Minor Preventative Maintenance Scope of Work (SOW)		
	G. Attachment G: Battery Preventative Maintenance Scope of Work (SOW)		
	H. Attachment H: Preferred Rates for Emergency Requests		
	I. Attachment I: Sample Field Service Report (FSR)		
	J. Attachment J: Unified Power's Safety Letter		
	K. Attachment K: Proposal with contract breakdown		
	L. Attachment L: Certificate of Insurance (COI)		

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

Please see attachment "E"

2. Minor Preventative Maintenance

Please see attachment "F"

3. Battery Preventative Maintenance

Please see attachment "G"

B. Describe the warranty provided on parts and labor.

OEM and Manufacturer specific, generally most parts come with a 1-2 year warranty. Warranties per part, will be discussed with JMU Maintenance Personnel as items are needed.

C. Describe your firm's ability to provide Original Equipment Manufacturer (OEM) or replacement parts.

Unified Power is the largest third-party stocking distributor of UPS parts and replacement components in the United States. We currently maintain over \$10 million in inventory, strategically stocked at our central headquarters in Terrell, TX, our regional facility in Frederick, MD, and at other regional offices nationwide.

Unified Power also holds Value-Added Reseller (VAR) status—either directly or through our sister company, with OEM like: Schneider Electric, Eaton, Toshiba, Riello, ABB, and others.

Our ability to source parts is highly robust. The only limitations we occasionally encounter are with components that have been discontinued or those with proprietary restrictions (such as boards requiring OEM-specific calibration).

Today, Unified Power services more than 10,000 sites across the U.S. with a national network of over 100 UPS field technicians. Due to the strength of our inventory and relationships, we not only purchase parts from OEMs, but OEMs also purchase parts from Unified Power because of our extensive stocking capabilities.

D. Describe the process for managing emergency service requests.

Upon James Madison University experiencing a emergency issue with any equipment within this contract, a technician will respond and be dispatched to site within 4 hours or less. For additional rates per occurrence, please see attachment "H".

Once the technician evaluates and conducts troubleshooting, a temporary fix will be implemented if available and additional parts that are required will be quoted out for JMU personnel and discussed with their appointed sales representative.

- 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.

Within (4) hours after a emergency call is placed.

2. Time for technician to arrive onsite.

Within (4) hours after a emergency call is placed.

3. Time for parts to arrive onsite.

Variable, we will be transparent with lead times of parts and work with our vendor network to provide both economically and timely repairs. More critical parts can be next day shipped if available through any vendor.

- F. Describe how your firm will work with JMU to schedule preventative maintenance visits.

Unified Power will provide a scheduling contact to JMU personnel. Our scheduling team will reach out to set up any number of dates throughout the year. In the event that JMU does not reach out, our scheduling team will both email and call any POC's applicable to maintenance buildings 1-2 months before the tentative scheduled PM.

- 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*.

Upon JMU moving forward with a recommended or critical replacement/repair. Parts will be ordered, when we have a clear picture on the lead times and delivery dates our scheduling team will reach out to put the replacement on the calendar.

- 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*.

Please see attachment "K" comments section, additionally listed in Section X.

- I. State the name, location, and qualifications of personnel to be assigned to JMU.

Unified Power has 10 field technicians located within a four-hour radius of James Madison University (JMU).

We will designate a primary, secondary, and reserve technician to support your sites. The resumes for these assigned personnel are included below. If, for any reason, the assigned technicians are unavailable, a qualified regional technician will be deployed based on the specific unit and service requirements.

These assigned technicians will also serve as the first responders for any emergency service calls. In case of an onsite emergency, technicians can be dispatched immediately by contacting our 24/7 Emergency Hotline. We provide immediate phone support to

assess the situation and determine the appropriate on-site response.

Unified Power technicians receive quarterly training through a combination of online modules and hands-on seminars at Unified Power University, our state-of-the-art training facility featuring live UPS and DC power equipment. Ongoing training and certifications are mandatory to ensure current best practices and technical excellence.

Name	Role	Quality Responsibility	Location
Ryan Kite	District Manager	Quality audits, mentoring, and supervision	Tom's River, NJ
Christian Davis	Northeast Regional Vice President	Overall contract oversight	Frederick, MD
Hal Cox	24x7 Technical Support	Remote technical support	Terrell, TX

Devin Roberts	Account Management	Contract setup and PM reporting	Philadelphia, PA
Stacey Richter	Scheduling Coordinator	UPS, DC, and battery service scheduling	Frederick, MD
Diana Butters	Invoicing Coordinator	Invoicing and billing	Terrell, TX
Grant Harkins	Field Service Engineer	UPS service and maintenance technician	Fredericksburg, VA
Terence Geel	Field Service Engineer	UPS service and maintenance technician	Spotsylvania, VA
Kevin McCoy	Field Service Engineer	UPS service and maintenance technician	Severna Park, MD
John Brown	Field Service Engineer	UPS service and maintenance technician	Glen Burnie, MD
Tom Johnson	Senior Field Service Engineer	Senior UPS service and maintenance technician	Capitol Heights, MD

J. Describe your firm's inventory of parts. Indicate their location.

Unified Power maintains of the largest third-party inventories of UPS parts and components in the United States, with over \$10 million in stocked inventory.

Our inventory includes a full range of UPS-related components—batteries, capacitors, control boards, fans, filters, breakers, contactors, power modules, and other critical replacement parts—for both legacy and current UPS models from major OEMs such as: Schneider Electric, Eaton, ABB, Toshiba, Mitsubishi, APC, Liebert/Vertiv, and others.

Primary Inventory Locations:

- *Central Distribution Hub – Terrell, TX
(Our corporate headquarters; primary parts warehouse and distribution center)*
- *Regional Distribution Facility – Frederick, MD
(Mid-Atlantic regional warehouse supporting Northeast and Southeast U.S. regions)*
- *Additional Stock at regional Unified Power offices across the country for rapid local response.*

Unified Power's stocking strategy allows for quick deployment of parts for both scheduled maintenance and emergency service needs. Additionally, due to our significant volume and purchasing agreements with OEMs, Unified Power is also classified as a Value-Added Reseller (VAR) with brands like Eaton, Toshiba, Riello, ABB, and others.

Our inventory system is electronically tracked and updated daily to ensure parts availability, minimize downtime, and support our 24/7 field operations nationwide.

- 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.*).

Please see attachment "I", a sample Field Service Report (FSR) provided after each visit.

- L. Describe any electronic tools, reporting, or monitoring capabilities provided by your firm. Specify any associated cost in *Section X. Pricing Schedule*.

Battery testing equipment meters for AC and DC voltage / current we don't really offer any unit monitoring, we do provided the reports as well as use the report to establish baseline as well as historical and trend data to assist in making recommendations for repairs upgrades and replacements as required

- 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.

We will on occasion possibly need Ethernet / unit connectivity to perform log downloads where needed

- N. Specify whether the company is a "Manufacturer Authorized" service provider for the equipment listed in *Section II. Background*.

Liebert/Vertiv:

Unified Power has an excellent working relationship with Liebert/Vertiv but is not formally listed as a "Manufacturer Authorized" service provider. However, we maintain a direct partner relationship with Liebert/Vertiv for parts and support.

MGE (now Schneider Electric):

MGE UPS Systems is now owned by Schneider Electric. While Unified Power is not listed as a "Manufacturer Authorized" service provider for Schneider Electric, we are a recognized Value-Added Partner and maintain direct purchasing and technical support relationships.

Chloride Power Protection:

Chloride Power Protection was previously owned by Vertiv but was dissolved as a business unit. Unified Power has since assumed support responsibilities for Chloride equipment, including technical support and parts supply. Unified Power is currently the only known

stocking provider of Chloride Power Protection parts, maintaining over 40 pallets of inventory specifically for Chloride systems.

- 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.

Unified Power technicians complete a minimum of 80 hours of in-person, hands-on training at our Unified Power University facility located in Terrell, TX. This training covers a wide range of UPS equipment, including manufacturers and models similar to those listed in Section II.

In addition to hands-on training, all technicians participate in monthly virtual classes focused on safety, UPS technology updates, and troubleshooting best practices.

While Unified Power technicians do not hold formal OEM certifications for all listed manufacturers, Unified Power operates a rigorous internal certification program. Through this process, we self-certify technicians to competently and safely perform preventive maintenance and service on equipment from manufacturers such as Liebert/Vertiv, MGE (Schneider Electric), and Chloride Power Protection.

Unified Power's training program ensures that all assigned technicians are highly qualified to maintain and service the equipment at JMU to the highest standards of quality and reliability.

- P. Provide documentation related to the Contractor and/or technicians being certified or trained by the equipment manufacturers.

Unified Power technicians complete a minimum of 80 hours of in-person, hands-on training at our Unified Power University facility located in Terrell, TX. This training covers a wide range of UPS equipment, including manufacturers and models similar to those listed in Section II.

In addition to hands-on training, all technicians participate in monthly virtual classes focused on safety, UPS technology updates, and troubleshooting best practices.

While Unified Power technicians do not hold formal OEM certifications for all listed manufacturers, Unified Power operates a rigorous internal certification program. Through this process, we self-certify technicians to competently and safely perform preventive maintenance and service on equipment from manufacturers such as Liebert/Vertiv, MGE (Schneider Electric), and Chloride Power Protection.

Unified Power's training program ensures that all assigned technicians are highly qualified to maintain and service the equipment at JMU to the highest standards of quality and reliability.

Provide documentation related to the Contractor and/or technicians being certified or trained by the equipment manufacturers.

Unified Power technicians are not OEM-certified by all original equipment manufacturers (OEMs) listed in Section II. However, Unified Power has established a comprehensive internal training and certification program to ensure technicians are qualified to service and maintain a wide range of UPS systems, including those from Liebert/Vertiv, MGE (Schneider Electric), and Chloride Power Protection.

Unified Power requires all field technicians to complete:

- 80+ hours of hands-on training at our Unified Power University training facility in Terrell, TX, including work on live UPS and DC power systems.
- Quarterly continuing education through in-person seminars and virtual UPS/safety training courses.
- Internal certification testing to demonstrate competency in servicing specific UPS manufacturers and models prior to field deployment.

Additionally:

- Unified Power technicians regularly participate in manufacturer-led webinars, technical seminars, and updates when available.
- Unified Power holds Value-Added Reseller (VAR) status with select OEMs, providing enhanced technical access to OEM documentation, updates, and support.

While we are not OEM-certified by all manufacturers, Unified Power's training program ensures all technicians are fully qualified and capable of safely and effectively servicing the equipment referenced.

Supporting documentation for Unified Power's internal training program and technician certification process is available upon request.

- 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.

Please see attachment “J”.

- 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’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. 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
Please see attachment "K"
 - 2. Minor Preventative Maintenance
Please see attachment "K"
 - 3. Battery Preventative Maintenance
Please see attachment "K"
- B. Provide the cost for emergency maintenance/after-hours services.
Please see attachment "K", Comments Section.
- C. Specify the minimum percent off the published list price for parts/batteries.
25% off published list price for parts/batteries
- D. Provide the cost for any other products and services being offered.
Optional After-Hours Adder:

Per Unit PM - \$200.00 OR Convert entire contract to after-hours \$1,525.00 (Per Year)

(Emergency Rates are located in the "preferred rates page", attachment "H")

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

A 2.9% fee is associated with any credit card payments per order.

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 E: Major Preventative Maintenance Scope of Work (SOW)

Attachment F: Minor Preventative Maintenance Scope of Work (SOW)

Attachment G: Battery Preventative Maintenance Scope of Work (SOW)

Attachment H: Preferred Rates for Emergency Requests

Attachment I: Sample Field Service Report (FSR)

Attachment J: Unified Power's Safety Letter

Attachment K: Proposal with contract breakdown

Attachment L: Certificate of Insurance (COI)

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 23 Months 1

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 #
Baltimore County Maryland	4 Years	Office of Budget & Finance BALTIMORE COUNTY, MARYLAND 400 Washington Ave Rm 148 Disbursements Section Towson MD 21204	Kimberly Wilson (410) 887-2993
Maryland Aviation Administration	9 Years	Maryland Aviation Administration 7001 Aviation Blvd. Glen Burnie MD 21061	Siamak Garmchi (410) 859-7643
Howard County	4 Years	HOWARD COUNTY DPW - FACILITIES 3450 Courthouse Dr Ellicott City MD 21043	Gary Stewart (410) 313-5797
University of Maryland	8 Years	University of Maryland University of Maryland Chesapeake Building Room 3101 College Park MD 20742	Tariq Simmons (301) 405-7579
Montgomery College	4 Years	Accounts Payable Montgomery College 9221 Corporate Boulevard Rockville MD 20850	Richard White (240) 567-2337

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

Name	Role	Quality Responsibility	Location
Ryan Kite	District Manager	Quality audits, mentoring, and supervision	Tom's River, NJ
Christian Davis	Northeast Regional Vice President	Overall contract oversight	Frederick, MD
Hal Cox	24x7 Technical Support	Remote technical support	Terrell, TX
Devin Roberts	Account Management	Contract setup and PM reporting	Philadelphia, PA
Stacey Richter	Scheduling Coordinator	UPS, DC, and battery service scheduling	Frederick, MD
Diana Butters	Invoicing Coordinator	Invoicing and billing	Terrell, TX
Grant Harkins	Field Service Engineer	UPS service and maintenance technician	Fredericksburg, VA
Terence Geel	Field Service Engineer	UPS service and maintenance technician	Spotsylvania, VA
Kevin McCoy	Field Service Engineer	UPS service and maintenance technician	Severna Park, MD
John Brown	Field Service Engineer	UPS service and maintenance technician	Glen Burnie, MD
Tom Johnson	Senior Field Service Engineer	Senior UPS service and maintenance technician	Capitol Heights, MD

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: On, Computer Services, LLC dba Unified Power

Preparer Name: Joshua Levesque

Date: 04/29/2025

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: Uninterruptible Power Supply (UPS) and Battery Maintenance FDC-1229 Date Form Completed: 4/30/2025

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

Offeror / Proposer:
On Computer Services, LLC dba Unified Power 217 Metro Drive Terrell, TX 75160 Joshua Levesque (443) 764-4616
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)
Self-Performing					

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swanreporting@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: _____

Zone Map



List of member institutions by zones

George Mason University (Fairfax)

University of Mary Washington (Fredericksburg)

Longwood University (Farmville)

James Madison University (Harrisonburg)

Christopher Newport University (Newport News)

Virginia Military Institute (Lexington)

Radford University (Radford)

University of Virginia (Charlottesville)

Virginia Commonwealth University (Richmond)

University of Virginia - Wise (Wise)

ATTACHMENT E



UPS Inspection Major Scope of Work

The following is an outline of general items reviewed and evaluated by Unified Power during a Major PM inspection of the UPS unit. All tasks listed under the UPS Inspection Minor will be performed during a major PM visit. All inspections are designed to be performed during offline operation, in the bypass mode. Certain tasks listed below may remain incomplete if they are not applicable to the model type, and/or if executing them poses a safety hazard, or if UPS cannot be bypassed or shut down. Methods of Procedure (MOPs) to be followed in conjunction with PM services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U- 901).

I. Visual Inspection:

- A. Initial consultation to review the scope of work, assessing the feasibility of testing, and considering any potential negative impacts of Maintenance inspections on unit/facility operations.
- B. Inspect all printed circuit boards connections for cleanliness, swab contacts if necessary.
- C. Inspect all power connections for signs of overheating.
- D. Inspect all subassemblies, bridges and legs for signs of component defects or stress.
- E. Inspect all DC capacitors for signs of leakage and swelling.
- F. Inspect all AC capacitors for signs of leakage and swelling.
- G. Inspect and inventory all customer owned spare parts.

II. Internal Operating Parameters:

- A. Inverter leg input and output current (if applicable)
- B. Output filter current average phase balance (if applicable)
- C. AC Protection settings and operation (if applicable)
- D. DC Protection settings and operation (if applicable)
- E. Input and Output Frequency settings.
- F. Verify DC filter capacitance.

- G. Verify AC tank and trap filter capacitance.

III. External Operating:

- A. Record System Input Voltages (all phases)
- B. Record System Input Currents (all phases)
- C. Record DC Charging Voltage (float and equalize)
- D. Rectifier phase on and walk up
- E. Inverter phase on and walk up
- F. Adjust all panel meters to measured values
- G. System Bypass Voltages (all phases)
- H. Manual and UV Transfer Testing, verify uninterrupted transfer.
- I. Conduct a power outage simulation, closely monitoring and metering the batteries throughout the process.
- J. Generator Testing to be completed in conjunction with customer, if requested.

IV. Environmental Parameters:

- A. UPS area ambient temperature and condition of ventilating equipment.
- B. General Cleanliness of UPS internals
- C. General Cleanliness of the area surrounding the UPS unit.
- D. Replace all air filters.
- E. Clean control panel

V. Battery Cabinet Checks:

- A. General appearance of Battery System (all types)
- B. General cleanliness of Battery System area. (all types)
- C. Battery System area ambient temperature and condition of ventilating equipment.

VI. Monitoring System Parameters:

- A. Alarm archive review
- B. Alarm lamp test - local and remote
- C. Replace all open monitor bulbs
- D. Download and review alarm history

VII. General:

- A. Customer Consultation
- B. Verbal Recommendations

- C. General Observations
- D. Following the Major PM inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

ATTACHMENT F



UPS Inspection Minor Scope of Work

The following is an outline of general items reviewed and evaluated by Unified Power during a Minor PM inspection of the UPS unit. All inspections are designed to be performed during offline operation, in the bypass mode. Certain tasks listed below may remain incomplete if they are not applicable to the model type, and/or if executing them poses a safety hazard, or if UPS cannot be bypassed or shut down. Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

- I. Visual Inspection
 - A. Inspect visible fans for proper operation.
 - B. Inspect all DC capacitors for signs of leakage, if visible.
 - C. Inspect all AC capacitors for signs of leakage, if visible.
 - D. Inspect and inventory all customer owned spare parts.
- II. Environmental Parameters
 - A. UPS area ambient temperature and condition of ventilating equipment.
 - B. General Cleanliness of UPS internals
 - C. General Cleanliness of the area surrounding the UPS unit.
 - D. Replace all air filters.
 - E. Clean control panel
- III. Battery Checks
 - A. Battery System area ambient temperature and humidity.
 - B. Operating condition of ventilation and cooling equipment.
 - C. General appearance of Battery System (all types)

D. General cleanliness of Battery System area. (all types)

IV. Monitoring System Parameters

- A. Review alarm history / event queue.
- B. Record System Input Voltages, Currents, and Frequency (all phases).
- C. Record Rectifier Input Voltages, Currents, and Frequency (all phases).
- D. Record DC Charging Voltages and Current
- E. Record Inverter Output Voltages, Currents, and Frequency (all phases).
- F. Record System Output Voltages, Currents, and Frequency (all phases).
- G. Record System Bypass Voltages and Currents (all phases).
- H. Operation of control and status panel lamp tests - local and remote
- I. Operating status of remote monitor status panels

V. General

- A. Customer Consultation
- B. Verbal Recommendations
- C. General Observations
- D. Submit Report within 5 days.

ATTACHMENT G



Battery Inspection Scope of Work

The following is an outline of general items reviewed and evaluated by Unified Power) during an Annual or Semi-Annual Battery PM inspection of the battery plant. No Battery PM services will be performed on Holidays observed by Contractor. All inspections are designed to be performed during on-line operation. A review of all hardware and/or processes may not be applicable to all equipment models.

Annual/Semi-Annual Maintenance Inspection Includes:

- I. Measure and record the overall system float voltage, A/C ripple, and individual battery voltages.
- II. Record internal resistance, impedance, or conductance of batteries.
- III. Measure and record ambient temperature and all negative post temperatures and record any anomalies.
- IV. Visually inspect conditions and appearance of the following:
 - a. Main terminal connections, intercell/unit connectors, cables, and associated hardware.
 - b. Cell/unit covers, containers, and post seals.
 - c. Battery racks or cabinets and associated components and hardware.
- V. Mechanicals and Housekeeping Review:
 - a. With battery breaker open/off complete 100% battery post torque check on annual PM only
 - b. Retorque all battery connections found to be beyond acceptable contact resistance values. Connection resistances remaining above acceptable limits should be analyzed to determine the effect of the increased resistance on connection integrity, remedy as required.
 - c. Perform cleaning of accessible surfaces and surrounding areas.
- VI. Inspect the following:

- a. Float and equalize voltage settings.
- b. Operation of output current and voltage meters.
- c. General housekeeping of equipment.

VII. Review of Customer maintained records and safety documentation:

- a. Check for warning/hazard labels and operation information placards.
- b. Inspect area for safety equipment if required.

VIII. Provide Customer with a written report:

- a. Describe condition of the batteries and any maintenance which Contractor deems necessary.
- b. Submit Report within 5 days Rev.

The following is an outline of general items reviewed and evaluated by Unified Power during an Annual PM inspection of the flooded battery plant. All inspections are designed to be performed during on-line operation. A review of all hardware and/or processes may not be applicable to all equipment models. Repair, excessive post cleaning, connector replacement is not included, and quoted separately.

MAINTENANCE PROCEDURES ARE PER IEEE GUIDELINES

I. MEASURE AND RECORD:

- a. Total battery float voltage
- b. Charger output voltage
- c. AC ripple voltage
- d. Float voltage of each cell
- e. Specific gravity of each cell
- f. Electrolyte temperature of one cell per tier on each rack
- g. Room ambient temperature
- h. Spot check torque on rack nut and bolt assemblies
- i. Re-torque any connector nut and bolt assemblies that have resistance readings 20% above average.

II. VISUALLY INSPECT:

- a. Condition of jars and covers
- b. Inspect for post seal leakage and corrosion
- c. Inspect condition and color of positive and negative plates
- d. Inspect for sediment in bottom of jars and record height and color
- e. Clean cell jars and covers as required

- f. Add Distilled Water as Required
- g. Submit Report within 5 days

ATTACHMENT H



Emergency Calls & Rates



Attachment U-901

Preferred Time and Material Rates

Preferred Time and Material rates apply to remedial/emergency services performed by Unified Power engineers for contracted clients. Remedial service requiring emergency response for equipment failures is available 24 hours a day, 365 days a year. Rates do not apply to scheduled services, such as special testing, battery string replacement, or other specific services which are quoted on a fixed-price basis upon request. Contracted clients eligible to receive up to 15% off standard labor rates and discounts off parts list price.

Unified Power's Standard Terms & Conditions apply for services performed. Rates are subject to change.

Travel and Labor Rates

(Minimum 4 hours billing for services)

Service Type	Monday – Friday 8am-5pm	Off Hours Monday- Friday & Weekends	Holiday
UPS Services	\$172.00 / Hour	\$265.00 / Hour	\$370.00 / Hour
DC/Electronic Services	\$172.00 / Hour	\$265.00 / Hour	\$370.00 / Hour
Battery Services	\$140.00 / Hour	\$220.00 / Hour	\$290.00 / Hour
Managed Service	As Proposed		
Expenses	Billed at Cost		
Auto Mileage	\$1.20 per Mile		
Materials/ Parts	Current Pricing, FOB Shipping Point		
Same Day Response	Subject to availability. May be subject to Premium Charge		
Calculation of Charges	Portal to Portal		

Effective: 04/15/202

Unified Power USA
217 Metro Drive
Terrell TX 75160



SERVICE AUTHORIZATION FORM

You must request customer approval signature for any service that is: A) above and beyond the scope of work for this work order/service ticket or B) for equipment not listed on this work order/service.

Date: _____
Service Location: _____
SITE ID: _____
Customer Name: _____
Billing Address: (if different from site address) _____

Tax Exemption Status (circle one): ☒ Non-Exempt ☐ Exempt (Please forward exemption certificate)

Work Order/Ticket #:	_____	Site ID:	_____
ID/Tag #:	_____	Model #:	_____
Serial #:			
Description of Additional Work requested or Additional Equipment found:			

Terms: We are pleased to submit this Service Authorization Form to perform services on your equipment per Standard Terms and Conditions. It is understood that if acceptance of this proposal is acknowledged on the customer's purchase order, such acceptance will be subject to the Terms and Conditions of this Service Authorization Form with the same force and effect as though they were included on the customer's purchase order.

Customer Explanation & Instructions: You have requested us to perform a service that is either:

- a) Above and beyond the scope of work in your contract.
 - b) For equipment currently NOT covered under contract or not covered under open work ticket.
- Your signature authorizes this work to be completed and billed to your prevailing time and material rates.
***If payment is made by Credit Card, a 2.9% fee will be charged, regardless of the type of card used

Phone Number: _____ Printed Name: _____ Signature: _____

Card Type (circle one) Visa MC AMEX Acct. #: _____
☐ ☐ ☐ ☐ Expiration Date: _____ CC Code: _____

Name, as it appears on the card: _____

ATTACHMENT I



Sample Field Service Report



Field Service Report

Work Order: [REDACTED]
Date Completed: 11/04/2024
Page: 1 of 9

Job Information

UP Work Order: [REDACTED]
Work Order Type: Customer: PM Annual
Site: [REDACTED]
Pittsburgh, PA 15219
Site Contacts: [REDACTED]
Date Completed: 11/4/24
PO Number: [REDACTED]
Bill To: [REDACTED]
Pittsburgh, PA 15219

Job Description

Major PM (5x8)

Job Solution

Reason for Visit: Minor UPS and Lighting Inverter PM
Overall Condition: Attention Required
Abnormal Conditions: N/A
Corrective Action Taken: N/A
Alarms / Event History: Runtime alarm on Inverter active.
General Battery Notes: Almost all batteries connected to the lighting Inverter have failed.
Visual Inspection: Found 2 failed fans on the lighting inverter bad and almost all the batteries on that unit are swollen as well.
General Notes: Suggest full replacement of fans and batteries on the lighting inverter.
Note: Inverter load is not protected at this time/
Further Action Required: Acknowledge all AIs submitted.
Parts Used: None
Onsite Rep: [REDACTED]

Equipment Serviced

Name	Make & Model	Details	Link
1662695 UPS 1	Mitsubishi 9500 Series	SN: 08 [REDACTED] Capacity: 225 Date Code: 10/20/2015	More
1662696 UPS 1 Bat	Narada 12HRL400	Batteries: 40 Date Code: 02/01/2021	More
1664041 UPS 1 Bat	Narada 12HRL400	Batteries: 40 Date Codes: 02/01/2021	More
1662697 UPS 2	Myers Power Products ILLUMINATOR E Series	SN: 825 [REDACTED] Capacity: 12.50 Date Code: 10/30/2012	More
1662698 UPS 2 Bat	Deka / East Penn 12AVR100-3ET	Batteries: 15 Date Codes: 04/30/2012 Not Serviced: Batteries swollen and to bad to test.	More
1805073 UPS 2 Bat	Deka / East Penn 12AVR100-3ET	Batteries: 15 Date Codes: 04/30/2012 Not Serviced: Batteries swollen and to bad to test.	More

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Field Service Report

Work Order: [REDACTED]
Date Completed: 11/14/2024
Page: 2 of 9

1662695 UPS 1

Manufacturer: Mitsubishi
Firmware: NA
Input Voltage: 480
S/N: 08 [REDACTED]
Date Code: 10/20/2015
Spec: 9933A-A234DU-4

Model: 9900 Series
Capacity: 225.00
Output Voltage: 480
Internal ID: 70684
Phases: 3

Summary

No operational abnormalities noted. System is online.

Performed Annual UPS and battery PM. Found unit operating in normal mode with no active alarms. Thermal and visual inspection produced no signs of wear, corrosion, or temps outside normal parameters. Unit transferred to and from main bypass without issue. All other tests performed and readings taken are also within nominal tolerances.

Measurements

AC Input			AC Bypass		
Input Voltage A-B	489.0 VAC	Bypass Voltage A-B	490.0 VAC		
Input Voltage B-C	488.0 VAC	Bypass Voltage B-C	488.0 VAC		
Input Voltage A-C	483.0 VAC	Bypass Voltage A-C	483.0 VAC		
Input Voltage A-N	282.0 VAC	Bypass Voltage A-N	283.0 VAC		
Input Voltage B-N	280.0 VAC	Bypass Voltage B-N	281.0 VAC		
Input Voltage C-N	283.0 VAC	Bypass Voltage C-N	283.0 VAC		
Input Amps A	42.0 Amps	Bypass Amps A	0.0 Amps		
Input Amps B	39.0 Amps	Bypass Amps B	0.0 Amps		
Input Amps C	41.0 Amps	Bypass Amps C	0.0 Amps		
Frequency	60.0 Hz	Frequency	60.0 Hz		
AC Output			Battery Characteristics		
Output Voltage A-B	480.0 VAC	Battery Volts	547.0 VDC		
Output Voltage B-C	480.0 VAC	Battery Current	0.0 Amps		
Output Voltage A-C	481.0 VAC	AC Ripple Voltage	0.400 VAC		
Output Voltage A-N	278.0 VAC	AC Ripple Current	0.430 Amps		
Output Voltage B-N	277.0 VAC				
Output Voltage C-N	278.0 VAC	Output Power (kVA)	30.8 kVA		
Output Amps A	43.0 Amps	Output Power (kW)	27.7 kW		
Output Amps B	35.0 Amps	Percent of Total Capacity	13.7 %		
Output Amps C	33.0 Amps				
Frequency	60.0 Hz				
Room Temperature: 67°F					

System Inspection

System Overview
Verify no alarms are present/active

SAISFACTORY

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Field Service Report

Work Order:
Date Completed: 11/04/2024
Page: 3 of 9

Verify installation conditions (environmental, mechanical, electrical)	SATISFACTORY
Verify the system's structural integrity (panels, chassis, etc. are free from damage)	SATISFACTORY
Verify system identification placards/labels are present	SATISFACTORY
Verify electrical/personnel safety placards/labels are present	SATISFACTORY
If equipped, verify the integrity of the system's air filter(s)	SATISFACTORY
Verify adequate cooling and ventilation exists	SATISFACTORY
Verified Display Time/Date	SATISFACTORY
UPS Primary Component Inspections	
Main control and logic PCBs	SATISFACTORY
Rectifier assemblies	SATISFACTORY
Charger circuit assemblies	SATISFACTORY
Chopper circuit assemblies	SATISFACTORY
Inverter circuit assemblies	SATISFACTORY
Individual Component Inspections	
Visually inspect all relay/contact assemblies	SATISFACTORY
Visually inspect all power and control fuses	SATISFACTORY
Visually inspect all KBs	SATISFACTORY
Verify integrity of component heat sinks	SATISFACTORY
Visually inspect AC/DC capacitors for age, swelling, and/or leakage	SATISFACTORY
Electrical Connections	
Verify all input/output/battery power connections are secure	SATISFACTORY
Verify installation of cabinet safety ground wires	SATISFACTORY
Verify proper seating of all PCB connectors	SATISFACTORY
User Interface Inspections	
Verify Emergency Power Off actuator is secured from accidental manipulation	SATISFACTORY
Verify LCD display and all LED indicators are functioning properly	SATISFACTORY
Verify keypad buttons are responsive	SATISFACTORY
Verify audible alarm functionality	SATISFACTORY
Ensure displayed UPS parameters are within operating specifications and are calibrated to match actual field measurements (+/- 10%)	SATISFACTORY
Cleanliness	
Verify the system is free from debris (dust, dirt, foreign material, etc.)	SATISFACTORY
Battery System Inspections	
Verify batteries are free from corrosion, excessive swelling, or post seal leakage	SATISFACTORY
Verify battery operating temperature is satisfactory (70-77 F)	SATISFACTORY
Verify all battery terminal hardware torque values are satisfactory (annual inspection ONLY)	SATISFACTORY
Bypass Switch Inspections	Internal SATISFACTORY
Bypass Switch Type	
Overall Status	

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Field Service Report

Work Order:
Date Completed: 11/04/2023
Page: 4 of 9

1662696 UPS 1 Bat 1

Battery Readings

Parent Unit	1662695 UPS 1
Battery Manufacturer	Narda
Date Code	02/01/2021
Float Voltage	547.00
AC Ripple	0.40
Parent S/N	08
Battery Model	12VRL400
Date Installed	03/29/2021
High	14.52
Warning	14.23
Reference	13.68
Warning	13.09
Low	12.83
Resistance	5152
	4326
	3461
	2769
	2291

Battery Jar Reading

Jar	Voltage	Resistance	Strap Resistance	Date Code	Temp
1	13.33	3.221	0	02/01/2021	67
2	13.57	3.733	0	02/01/2021	67
3	13.55	3.425	0	02/01/2021	67
4	13.53	3.297	0	02/01/2021	67
5	13.55	3.260	0	02/01/2021	67
6	13.53	3.549	0	02/01/2021	67
7	13.53	3.688	0	02/01/2021	67
8	13.56	3.384	0	02/01/2021	67
9	13.56	3.388	0	02/01/2021	67
10	13.54	3.607	0	02/01/2021	67
11	13.53	3.529	0	02/01/2021	67
12	13.54	3.433	0	02/01/2021	67
13	13.51	3.303	0	02/01/2021	67
14	13.49	3.463	0	02/01/2021	67
15	13.54	3.342	0	02/01/2021	67
16	13.51	3.440	0	02/01/2021	67
17	13.50	4.100	0	02/01/2021	67
18	13.53	3.480	0	02/01/2021	67
19	13.57	3.708	0	02/01/2021	67
20	13.54	3.357	0	02/01/2021	67
21	13.49	3.183	0	02/01/2021	67
22	13.48	3.580	0	02/01/2021	67
23	13.48	3.520	0	02/01/2021	67
24	13.47	3.522	0	02/01/2021	67
25	13.51	3.531	0	02/01/2021	67
26	13.48	3.299	0	02/01/2021	67
27	13.48	3.376	0	02/01/2021	67
28	13.47	3.446	0	02/01/2021	67
29	13.56	3.649	0	02/01/2021	67
30	13.48	3.322	0	02/01/2021	67
31	13.49	3.617	0	02/01/2021	67
32	13.47	3.585	0	02/01/2021	67
33	13.48	3.605	0	02/01/2021	67
34	13.46	3.131	0	02/01/2021	67

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Field Service Report

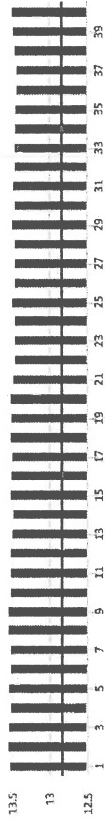
Work Order: [REDACTED]
Date Completed: 11/04/2024
Page: 5 of 9

Jar	Voltage	Resistance	Strip Resistance	Date Code	Temp
35	13.46	3.612	0	07/01/2021	67
36	13.44	3.215	0	02/01/2021	67
37	13.45	3.789	0	07/01/2021	67
38	13.47	3.455	0	02/01/2021	67
39	13.49	3.173	0	02/01/2021	67
40	13.50	3.204	0	02/01/2021	67

15

14.5

14



1662696 UPS 1 Bat 1 Voltage

4500

4000



1662696 UPS 1 Bat 1 Resistance

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Field Service Report

Work Order:
Date Completed: 11/04/2024
Page: 6 of 9

1664041 UPS 1 Bat 2

Battery Readings

Parent Unit 1662895 UPS 1
Battery Manufacturer Narda
Date Code 02/01/2021
Parent S/N 08
Battery Model 12HRL000
Date Installed 03/09/2021

Voltage		Resistance	
High	14.41	Warning	4867
Warning	14.12	Reference	4056
Reference	13.57	Warning	3257
Warning	12.98	Low	2606
Low	12.73		1679

Battery Jar Reading

Jar	Voltage	Resistance	Date Code	Temp
1	13.42	3.302	02/01/2021	67
2	13.44	3.324	02/01/2021	67
3	13.42	3.124	02/01/2021	67
4	13.43	3.248	02/01/2021	67
5	13.42	3.470	02/01/2021	67
6	13.43	3.450	02/01/2021	67
7	13.43	3.156	02/01/2021	67
8	13.41	3.207	02/01/2021	67
9	13.40	3.295	02/01/2021	67
10	13.41	3.275	02/01/2021	67
11	13.42	3.203	02/01/2021	67
12	13.42	3.192	02/01/2021	67
13	13.39	3.127	02/01/2021	67
14	13.41	3.236	02/01/2021	67
15	13.40	3.149	02/01/2021	67
16	13.42	3.465	02/01/2021	67
17	13.40	3.116	02/01/2021	67
18	13.39	3.362	02/01/2021	67
19	13.39	3.721	02/01/2021	67
20	13.44	3.286	02/01/2021	67
21	13.42	3.419	02/01/2021	67
22	13.41	3.354	02/01/2021	67
23	13.39	3.199	02/01/2021	67
24	13.41	3.495	02/01/2021	67
25	13.39	3.220	02/01/2021	67
26	13.37	3.179	02/01/2021	67
27	13.41	3.271	02/01/2021	67
28	13.40	3.020	02/01/2021	67
29	13.38	3.184	02/01/2021	67
30	13.37	3.278	02/01/2021	67
31	13.41	3.187	02/01/2021	67
32	13.42	3.413	02/01/2021	67
33	13.36	3.242	02/01/2021	67
34	13.40	3.422	02/01/2021	67

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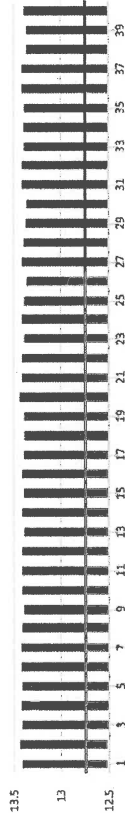
Field Service Report

Work Order: [REDACTED]
Date Completed: 11/04/2024
Page: 7 of 9

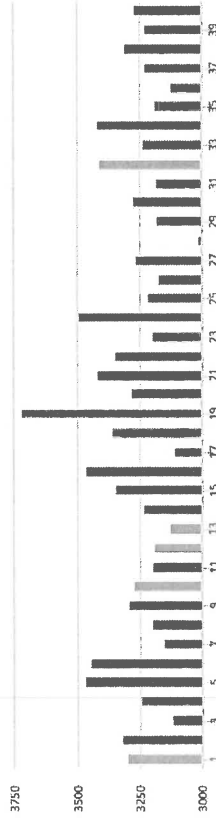
Jar	Voltage	Resistance	Date Code	Temp
35	13.35	3.160	02/01/2021	67
36	13.41	3.128	02/01/2021	67
37	13.41	3.235	02/01/2021	67
38	13.37	3.310	02/01/2021	67
39	13.36	3.233	02/01/2021	67
40	13.39	3.276	02/01/2021	67

14.5

14



1664041 UPS 1 Bat 2 Voltage



1664041 UPS 1 Bat 2 Resistance

Components

Type	Name	Manufacturer	Model	Spec	Serial Number	Capacity
Maintenance Bypass	296187 UPDATE NAME (Other 1)	Mitsubishi	N/A		FE97-[REDACTED]	

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Field Service Report

Work Order:
Date Completed: 11/04/2024
Page: 8 of 9

1662697 UPS 2

Manufacturer: Myers Power Products
Firmware: 2.07
Input Voltage: 277
SN:
Date Code: 10/30/2012
Spec: IE-2125SPB8

Model: ILLUMINATOR E Series
Capacity: 12.50
Output Voltage: 120
Internal ID: 70686
Phases: 1
Customer Number: Parking garage lighting

Summary

Minor system deviations noted. Refer to included report for specific details.
Units batteries are swollen and faulty. Unit has 2 failed fans. Will submit A1 for replacement of all fans. Units other readings are within normal operating standards.
Units load is not protected.

Measurements

Inverter Input		AC Output	
DC Input Voltage	202.0 VDC	Output Voltage A-N	120.0 VAC
DC Input Current	0.4 Amps	Output Voltage B-N	121.0 VAC
Input Voltage A-B	121.0 VAC	Output Amps A	5.5 Amps
Input Voltage A-N	121.0 VAC	Output Amps B	0.0 Amps
Input Voltage B-N	121.0 VAC	Output Amps N	0.0 Amps
Input Amps A	5.1 Amps	Frequency	60.0 Hz
Input Amps B	0.0 Amps	Power Characteristics	
Input Amps N	0.0 Amps		
Frequency	60.0 Hz		
Room Temperature: 65°F		Output Power (kVA)	0.7 kVA
		Output Power (kW)	0.6 kW
		Percent of Total Capacity	5.3 %

System Inspection

System Overview	SATISFACTORY
Operation and Maintenance Manuals are onsite for all equipment	UNSATISFACTORY
Verify no alarms are present/active	
Active runtime alarm present. Due to failing batteries.	
Verify installation conditions (environmental, mechanical, electrical)	SATISFACTORY
Verify one system's structural integrity (panels, chassis, etc. are free from damage)	SATISFACTORY
Verify system identification placards/labels are present	SATISFACTORY
Verify electrical/personnel safety placards/labels are present	SATISFACTORY
Verify adequate cooling and ventilation exists	SATISFACTORY
Individual Component Inspections	
Visually inspect all relay/contact assemblies	SATISFACTORY
Visually inspect all power and control fuses	SATISFACTORY
Visually inspect all KIBTs	SATISFACTORY

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Field Service Report

Work Order: [REDACTED]
Date Completed: 11/04/2024
Page: 9 of 9

Verify integrity of component heat sinks <i>Heat sink fan inoperable.</i>	UNSATISFACTORY
Visually inspect AC/DC capacitors for age, swelling, and/or leakage	SATISFACTORY
Electrical Connections	
Verify all input/output/battery power connections are secure	SATISFACTORY
Verify installation of cabinet safety ground wires	SATISFACTORY
Verify proper seating of all PCB connectors	SATISFACTORY
User Interface Inspections	
Verify Emergency Power Off actuator is secured from accidental manipulation	SATISFACTORY
Verify LCD display and all LED indicators are functioning properly	SATISFACTORY
Verify keypad buttons are responsive	SATISFACTORY
Verify audible alarm functionality	SATISFACTORY
Cleanliness	
Vacuum/clean system interior	SATISFACTORY
Vacuum/clean system exterior	SATISFACTORY
Battery System Inspections	
Verify batteries are free from corrosion, excessive swelling, or poor seal leakage <i>Bolt strings are swollen and faulty.</i>	UNSATISFACTORY
Verify battery operating temperature is satisfactory (70-77° F)	SATISFACTORY
Verify all battery terminal hardware torque values are satisfactory (annual inspection ONLY)	SATISFACTORY
Overall Status	UNSATISFACTORY

ATTACHMENT J



Safety Letter

To whom it may concern.

Thank you for your interest in Unified Power's safety training program. We take great pride in our safety program; its Zero Injury Culture as well as the time and effort each employee takes participating to make Unified Power a safe work environment.

Unified Power provides monthly in-person safety training and online safety training to its employees. These courses are to ensure that each team member is compliant with the NFPA 70E as well as OSHA's 1910 standards. Also, our employee enjoy the opportunity to train at manufacture sites and within our in house lab for hands-on industry specific training.

Our OSHA/NFPA 70e training centers around our SIF focus and includes the following courses:

- Hazardous Communication (29 CFR 1910)
- Electrical Safety Awareness (NFPA 70E, 2024 update, OSHA 29 CFR 1910 Subpart S)
- Control Of Hazardous Energies (NFPA 70E, OSHA 29 CFR 1910.147)
- Personal Protection Equipment (29 CFR 1910.133) to include FR clothing and glove training
- First Aid/ CPR AED training as required by the NFPA 70E

We also train on Fire Prevention, Fire Extinguisher usage, Spill containment and clean up, Heat and Cold Stress awareness and much more.

If you have a specific question regarding our safety and safety training program, please feel free to contact me directly.

Matt Keifer
Unified Power
Safety Director
214-215-5550
Matt.Keifer@unifiedpowerusa.com

ATTACHMENT K



Contract & Additional Costs with Breakdown

Unified Power

Joshua Levesque
Phone: (443) 764-4616
joshua.levesque@unifiedpowerusa.com
www.unifiedpowerusa.com



Keeping You in Power

JAMES MADISON UNIVERSITY
James Madison University New UPS Contract
Proposal # 182833 - Rev. 4
Date: 04/03/2025

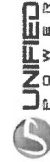


Joshua Lavesque
(413) 764-4616
joshua.lavesque@unifiedpowerusa.com

James Madison University New UPS Contract

Invoice To:	End User:
JAMES MADISON UNIVERSITY 800 South Main Street Harrisonburg VA 22801	JAMES MADISON UNIVERSITY

JAMES MADISON UNIVERSITY, 752 Ott Street, Wine Price, Room 3030, Harrisonburg, VA 22807, US						
Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
(Liebert GXT3) Battery Cabinet 1	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	\$125.00
UPS 9 BAT 1	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	-
(Liebert GXT3) Battery Cabinet 3	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	\$125.00
(Liebert GXT4) Battery Cabinet 1	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	\$125.00
(Liebert GXT4) Battery Cabinet 2	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	\$125.00
(Liebert GXT4) Battery Cabinet 3	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	\$125.00
(Liebert GXT4) Battery Cabinet 4	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	\$125.00
(Liebert GXT4) Battery Cabinet 5	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	\$125.00
(Liebert GXT4) Battery Cabinet 6	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	\$125.00
(Liebert GXT4) Battery Cabinet 7	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	\$125.00
(Liebert GXT4) Battery Cabinet 8	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	\$125.00
UPS 1	MGE			PM4hr	1 Major 5x8 / 1 Minor 5x8	\$10,000.00
UPS 1 BAT 1			18	PM4hr	Quarterly YRLA, (1) Annual, (3) Only 5x8	-
UPS 1 BAT 2			18	PM4hr	Quarterly YRLA, (1) Annual, (3) Only 5x8	-
UPS 10	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 1 Minor 5x8	\$3,000.00
UPS 10 BAT 1	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 3 Minor 5x8	-
UPS 11	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 1 Minor 5x8	\$3,000.00
UPS 11 BAT 1				PM4hr	1 Major 5x8 / 3 Minor 5x8	-
UPS 2	Emerson/Liebert/Veritiv			PM4hr	1 Major 5x8 / 1 Minor 5x8	\$10,000.00
UPS 2 BAT 1			40	PM4hr	Quarterly YRLA, (1) Annual, (3) Only 5x8	-



Unified Power
217 Metro Dr., Terrell, TX 75160
Phone: 972.524.6050 Fax: 972.524.7954
www.unifiedpowerusa.com

Page 1 of 13
Proposal #: 182933
Date: 4/28/2025

Joshua Levesque
(443) 764-4616
joshua.levesque@unifiedpowerusa.com



JAMES MADISON UNIVERSITY, 752 Old Street, Wine Price, Room 3030, Harrisonburg, VA 22807, US						
Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 3	Emerson/Liebert/Vertiv			PM/4hr	1 Major 5x8 / 1 Minor 5x8	\$10,000.00
UPS 3 BAT 1			40	PM/4hr	Quarterly VRLA (1) Annual, (3) Qtrly 5x8	-
UPS 4	Chloride			PM/4hr	1 Major 5x8 / 1 Minor 5x8	\$10,000.00
UPS 4 BAT 1			40	PM/4hr	Quarterly VRLA (1) Annual, (3) Qtrly 5x8	-
UPS 4 BAT 2			40	PM/4hr	Quarterly VRLA (1) Annual, (3) Qtrly 5x8	-
UPS 4 BAT 3			40	PM/4hr	Quarterly VRLA (1) Annual, (3) Qtrly 5x8	-
UPS 5	Emerson/Liebert/Vertiv			PM/4hr	1 Major 5x8 / 1 Minor 5x8	\$3,000.00
UPS 5 BAT 1	Emerson/Liebert/Vertiv			PM/4hr	1 Major 5x8 / 3 Minor 5x8	-
UPS 6	Emerson/Liebert/Vertiv			PM/4hr	1 Major 5x8 / 1 Minor 5x8	\$3,000.00
UPS 6 BAT 1	Emerson/Liebert/Vertiv			PM/4hr	1 Major 5x8 / 3 Minor 5x8	-
UPS 7	Emerson/Liebert/Vertiv			PM/4hr	1 Major 5x8 / 1 Minor 5x8	\$3,000.00
UPS 7 BAT 1	Emerson/Liebert/Vertiv			PM/4hr	1 Major 5x8 / 3 Minor 5x8	-
UPS 8	Emerson/Liebert/Vertiv			PM/4hr	1 Major 5x8 / 1 Minor 5x8	\$3,000.00
UPS 8 BAT 1	Emerson/Liebert/Vertiv			PM/4hr	1 Major 5x8 / 3 Minor 5x8	-
UPS 9	Emerson/Liebert/Vertiv			PM/4hr	1 Major 5x8 / 1 Minor 5x8	\$3,000.00
(Liebert GXT3) Battery Cabinet 2	Emerson/Liebert/Vertiv			PM/4hr	1 Major 5x8 / 3 Minor 5x8	\$125.00
Sub Total:						\$62,375.00

Coverage Legend	
Coverage	Description
PM/4hr	Preventive Maintenance Only, 4hr Emergency Response Time 7x24, Repairs Billable



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Page 2 of 13
Proposal #: 182933
Date: 4/28/2025

Comments

Optional Changes & Extensions:

After Hours Adder

Per Unit PM - \$200.00 OR Convert entire contract to after-hours \$1,525.00 (Per Year)

Contract Breakdown & Extensions -

Year 1 (05/01/2025) - (04/30/2026) - \$12,475.00

Year 2 (05/01/2026) - (04/30/2027) - \$12,475.00

Year 3 (05/01/2027) - (04/30/2028) - \$12,475.00

Year 4 (05/01/2028) - (04/30/2029) - \$12,475.00

Year 5 (05/01/2029) - (04/30/2030) - \$12,475.00

-Single Option Year 6 (05/01/2030) - (04/30/2031) - \$12,475.00

-Multi-Year Option (5) Year (05/01/2030) - (4/30/2035) - \$62,375.00

(Emergency Rates are located in attachment "H")

25% off published list price for parts/batteries

Pricing Breakdown (Per Year):

"UPS 1" MGE/APC Comet Series 150kVA

Total Cost: \$ 2,000.00

Major PM Cost: \$ 1,050.00

Minor PM Cost: \$ 750.00

"UPS 1 BAT 1" String of 18 VRLA Batteries

Total BAT Cost: \$ 100.00

Quarterly PM Cost \$ 25.00

"UPS 1 BAT 2" String of 18 VRLA Batteries

GXT4 Battery Cabinet 4 (12 Modules)
Total Cost: \$25.00
Quarterly PM Cost \$6.25

GXT4 Battery Cabinet 5 (12 Modules)
Total Cost: \$25.00
Quarterly PM Cost \$6.25

GXT4 Battery Cabinet 6 (12 Modules)
Total Cost: \$25.00
Quarterly PM Cost \$6.25

GXT4 Battery Cabinet 7 (12 Modules)
Total Cost: \$25.00
Quarterly PM Cost \$6.25

GXT4 Battery Cabinet 8 (12 Modules)
Total Cost: \$25.00
Quarterly PM Cost \$6.25

"UPS 7" Liebert GXT3 Series 6kVA

Total Cost: \$600.00
Major PM Cost: \$350.00
Minor PM Cost: \$225.00

"UPS 7 BAT 1" 12 Modules
Total Cost: \$25.00
Quarterly PM Cost \$6.25

"UPS 8" Liebert GXT3 Series 6kVA

Total Cost: \$600.00

Major PM Cost: \$350.00
Minor PM Cost: \$225.00

"UPS 8 BAT 1" 12 Modules
Total Cost: \$25.00
Quarterly PM Cost \$6.25

"UPS 9" Liebert GXT3 Series 6kVA

Total Cost: \$600.00
Major PM Cost: \$350.00
Minor PM Cost: \$225.00

"UPS 9 BAT 1" 12 Modules
Total Cost: \$25.00
Quarterly PM Cost \$6.25

GXT3 Battery Cabinet 1 (12 Modules)
Total Cost: \$25.00
Quarterly PM Cost \$6.25

GXT3 Battery Cabinet 2 (12 Modules)
Total Cost: \$25.00
Quarterly PM Cost \$6.25

GXT3 Battery Cabinet 3 (12 Modules)
Total Cost: \$25.00
Quarterly PM Cost \$6.25

"UPS 10" Liebert GXT5 Series 1.5kVA

Total Cost: \$600.00
Major PM Cost: \$350.00

Minor PM Cost: \$225.00

"UPS 10 BAT 1" 4 Modules

Total Cost: \$25.00

Quarterly PM Cost \$6.25

"UPS 11" Liebert GXT3 Series 2kVA

Total Cost: \$600.00

Major PM Cost: \$350.00

Minor PM Cost: \$225.00

"UPS 11 BAT 1" 4 Modules

Total Cost: \$25.00

Quarterly PM Cost \$6.25

ATTACHMENT L



Certificate of Insurance (COI)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2025 4/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City, MO 64112-1906 (816) 960-9000 kcasu@lockton.com		INSURANCE CONTRACT PHONE () FAX () AGENT No. EXT. INSURER ADDRESS:	
INSURED 1555692 UP ULTIMATE HOLDINGS, LLC SEE ATTACHED FOR ADDITIONAL NAMED INSUREDS 217 METRO DRIVE TERRELL, TX 75160		INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: Travelers Casualty and Surety Company INSURER D: Travelers Property Casualty Company of America INSURER E: --- SEE ATTACHMENT --- INSURER F: ---	
		NAC # 25623 25666 19038 25674	

COVERAGES CERTIFICATE NUMBER: 21683089 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY TERM (MM/DD/YYYY)	POLICY LIMIT (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>	Y	H-630-2Y428553-PHX-24	5/23/2025	5/23/2025	EACH OCCURRENCE BODILY INJURY PROPERTY DAMAGE MED EXP (per person) MED EXP (per one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/POP AGG \$ 1,000,000 \$ 500,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
B	ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY SCHEDULED NON-OWNED AUTOS ONLY	Y	810-2Y428393-24-13-G	5/23/2025	5/23/2025	COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE (per accident) \$ 1,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
D	UMBRELLA LIAB EXCESS LIAB RETENTION \$	Y	CUP-2Y501945-24-13	5/23/2025	5/23/2025	EACH OCCURRENCE AGGREGATE \$ 15,000,000 \$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY EMPLOYERS LIABILITY OFFICER/BOARDER EXCLUDED? (Mandatory in NH) Description of Operations below	Y	UB-2Y496746-24-13-G	5/23/2025	5/23/2025	SEE ATTACHED E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000
E	SEE ATTACHED	N	SEE ATTACHED			SEE ATTACHED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 404 Additional Remarks Schedule, may be attached if more space is required)
COMMONWEALTH OF VIRGINIA IS ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTO LIABILITY, WORKERS COMPENSATION AND UMBRELLA/EXCESS, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER	CANCELLATION See Attachments
21683089 COMMONWEALTH OF VIRGINIA JAMES MADISON UNIVERSITY PROCUREMENT SERVICES MSG 5720 752 OTT STREET WINE PRICE BUILDING FIRST FLOOR SUITE 603 HARRISONBURG VA 22807	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joseph M. Anello</i>

Named Insureds:

UP Ultimate Holdings LLC
UP Intermediate Holding Corp.
UP Acquisition Corp.
Unified Power Acquisition Corp.
On Computer Services, LLC
Power Protection Services, LLC
System Engineering International, LLC
On Computer Services, LLC
S.E.P.S., Inc.
D/B/A Critical Power USA
D/B/A SEPS
D/B/A Core Power Services
D/B/A Computer Power Systems
D/B/A Tristar Power Systems
D/B/A Tristar Power Solutions
D/B/A Power Backups & Solutions
D/B/A Unified Power
D/B/A 24/7 Technology
D/B/A Core Power
D/B/A Standby Electrical Power Systems (SEPS)
On Computer Services, L.L.C. d/b/a Uptronix
Uptronix, Inc.
Computer Power Systems, Inc.
On Computer Services, L.L.C. d/b/a Uptronix

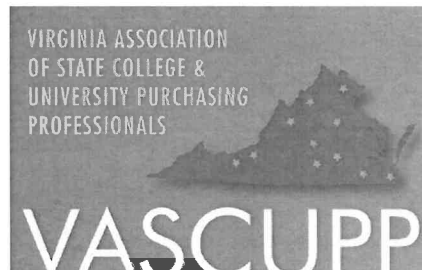


Request for Proposal

RFP# FDC-1229

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

April 1, 2025



DEADLINE FOR SUBMISSION OF QUESTIONS: Tuesday, April 22, 2025, @ 5:00 p.m.

Name	Organization	E-mail Address
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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

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	2
IV.	STATEMENT OF NEEDS	Page	2-3
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	3-7
VI.	EVALUATION AND AWARD CRITERIA	Page	7
VII.	GENERAL TERMS AND CONDITIONS	Page	8-15
VIII.	SPECIAL TERMS AND CONDITIONS	Page	15-20
IX.	METHOD OF PAYMENT	Page	20
X.	PRICING SCHEDULE	Page	21
XI.	ATTACHMENTS	Page	21
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

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's proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. 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

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



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?

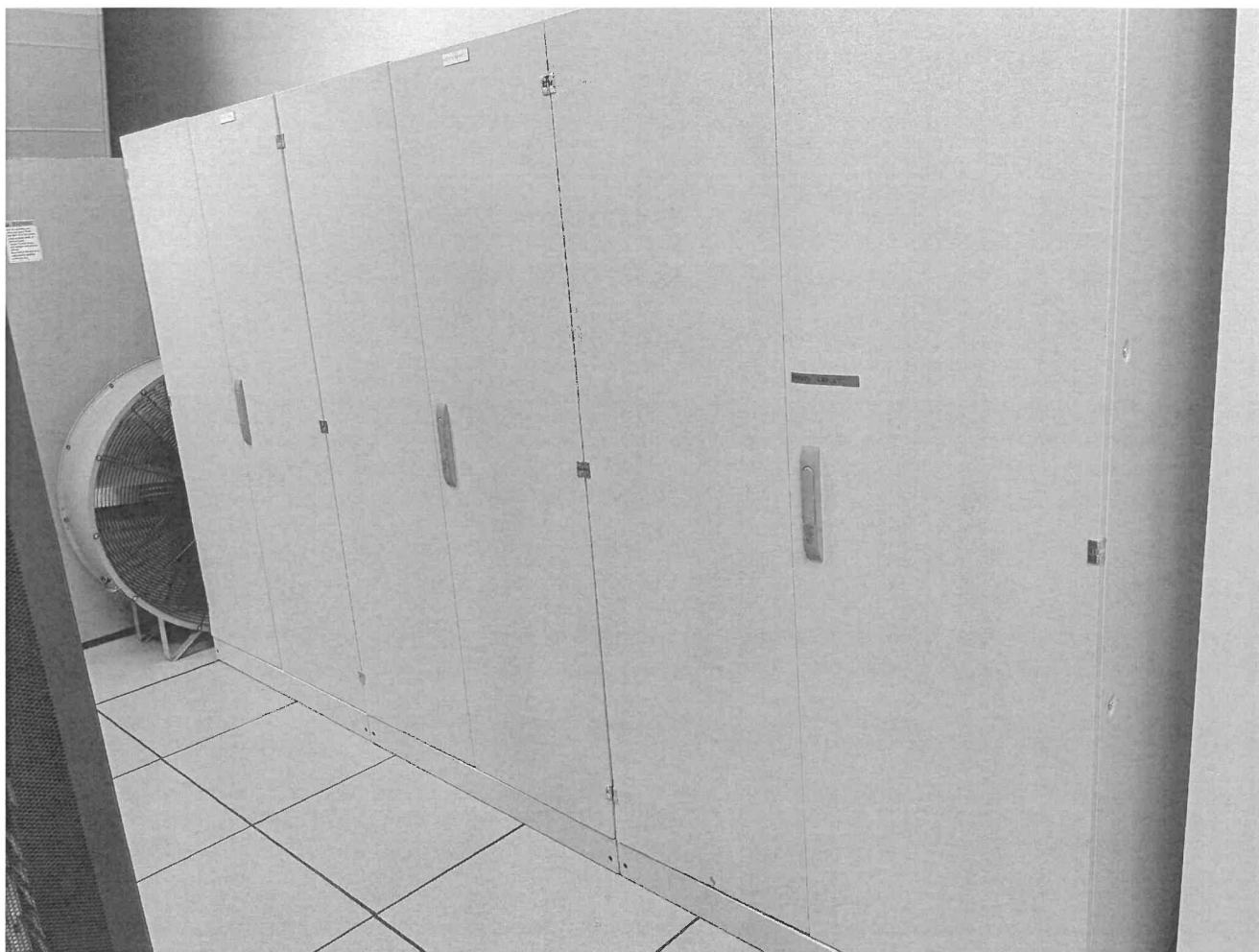
Answer – In lieu of a site visit, the following pictures are being provided.

See following pages

Data Center UPS – Chloride



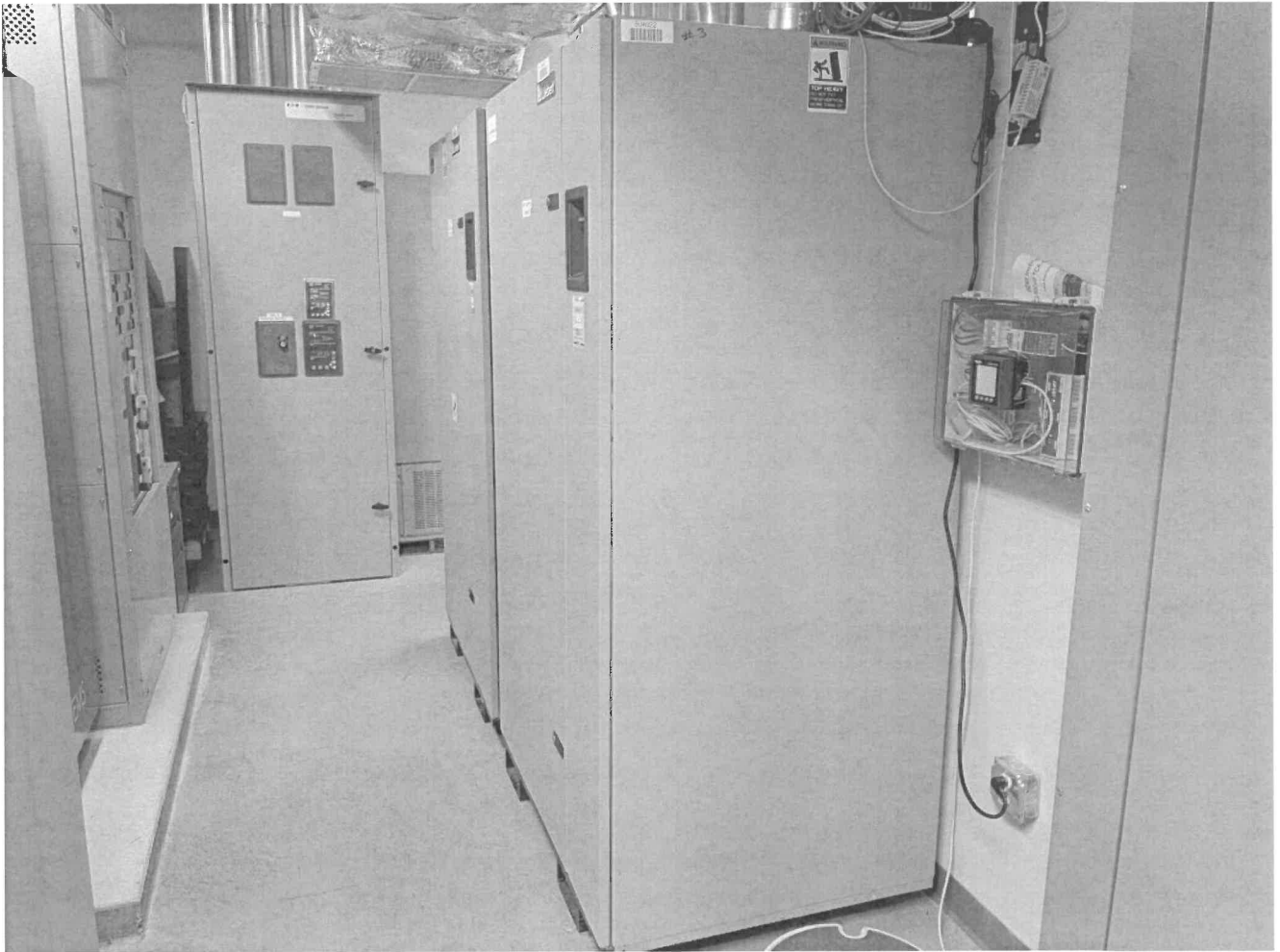
Data Center – Liebert





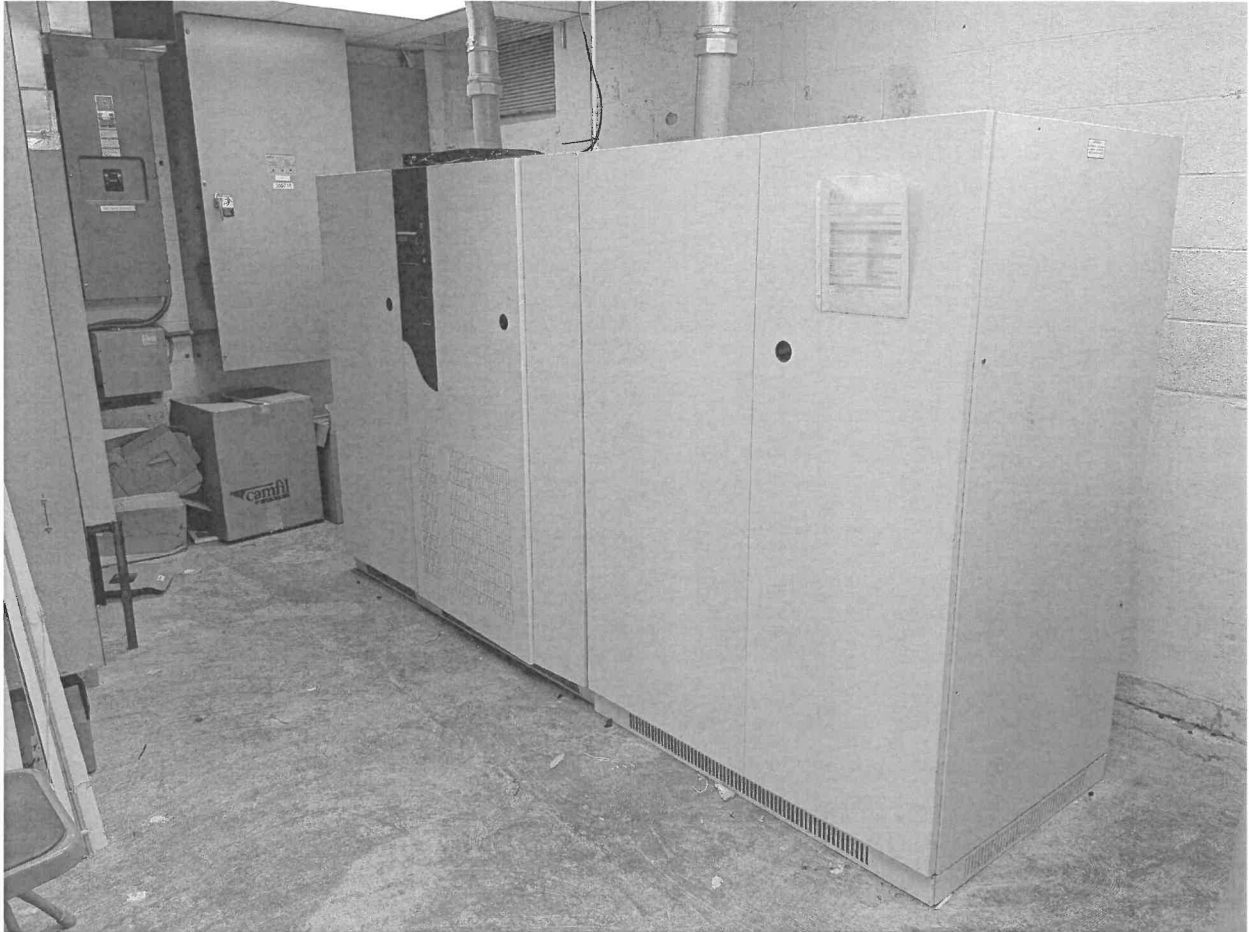




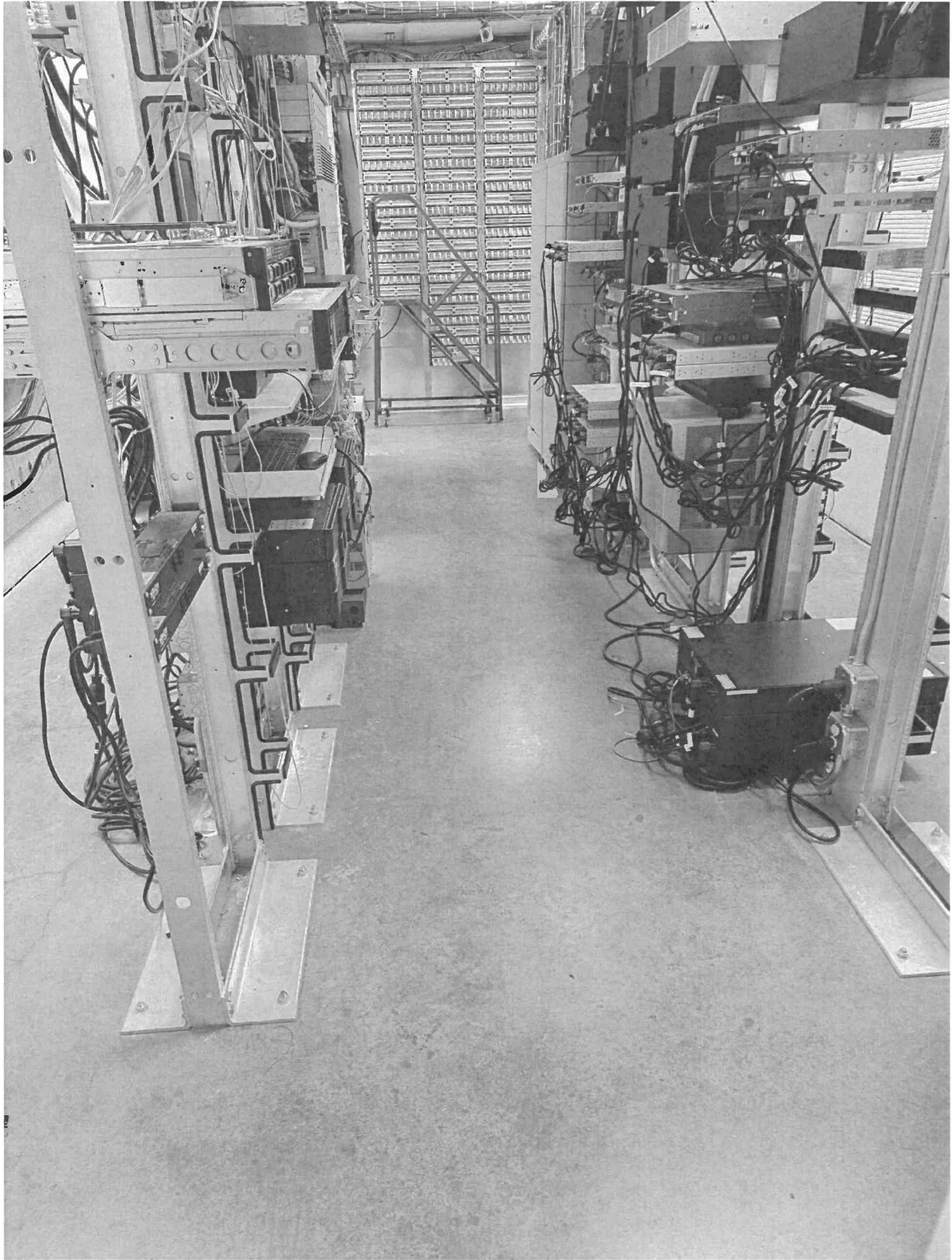




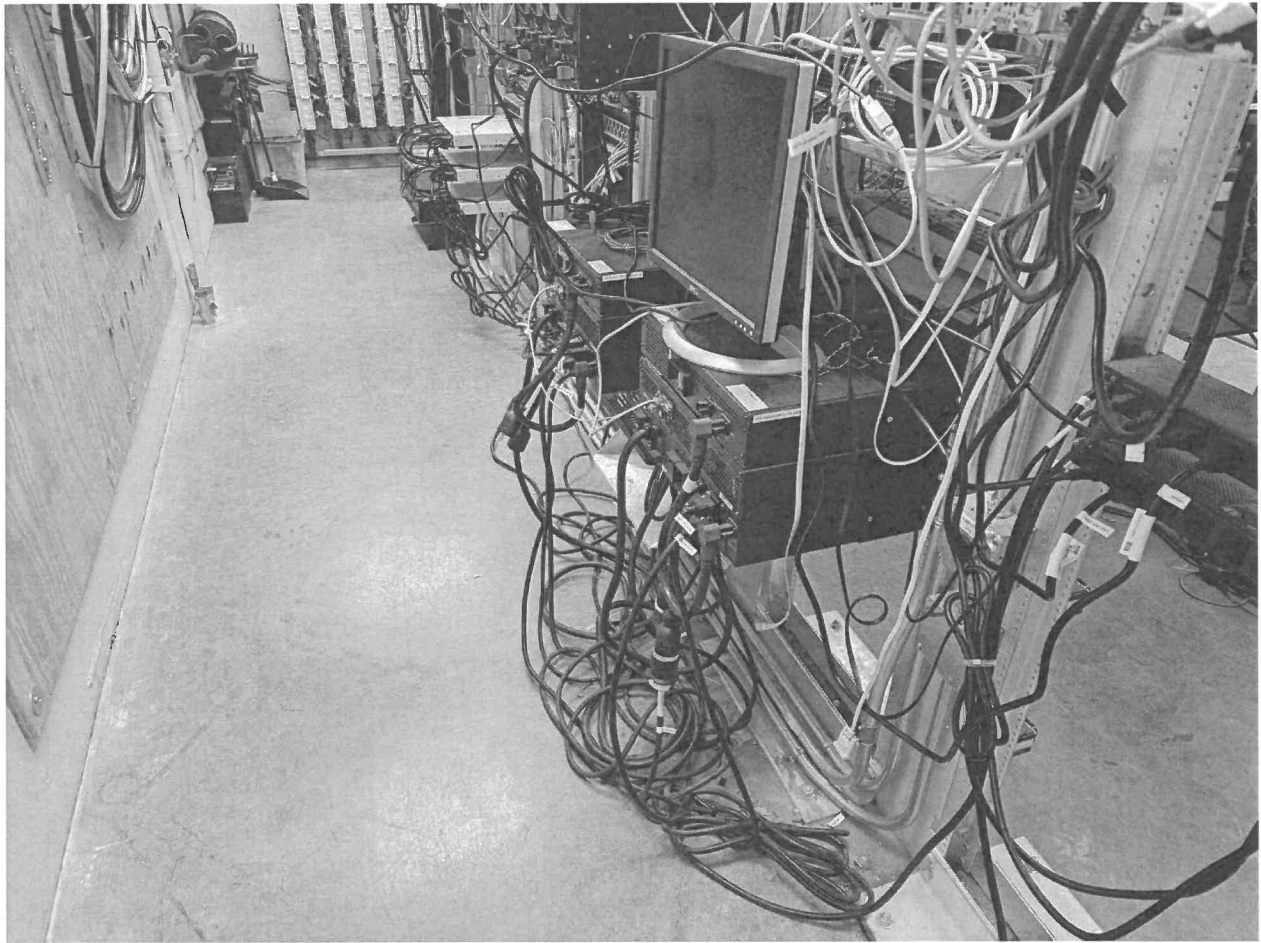
Data Center – MGE



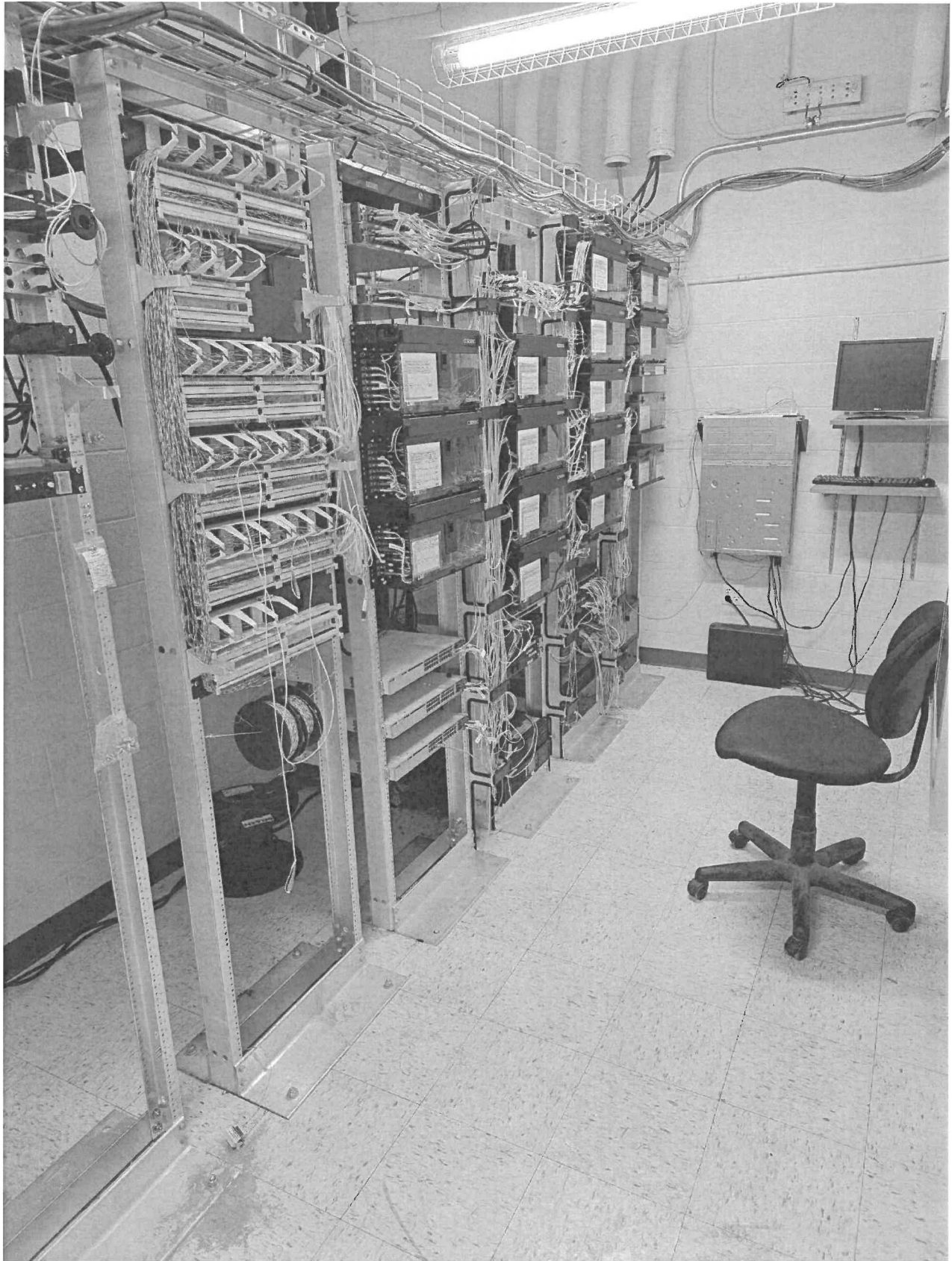
Network UPS

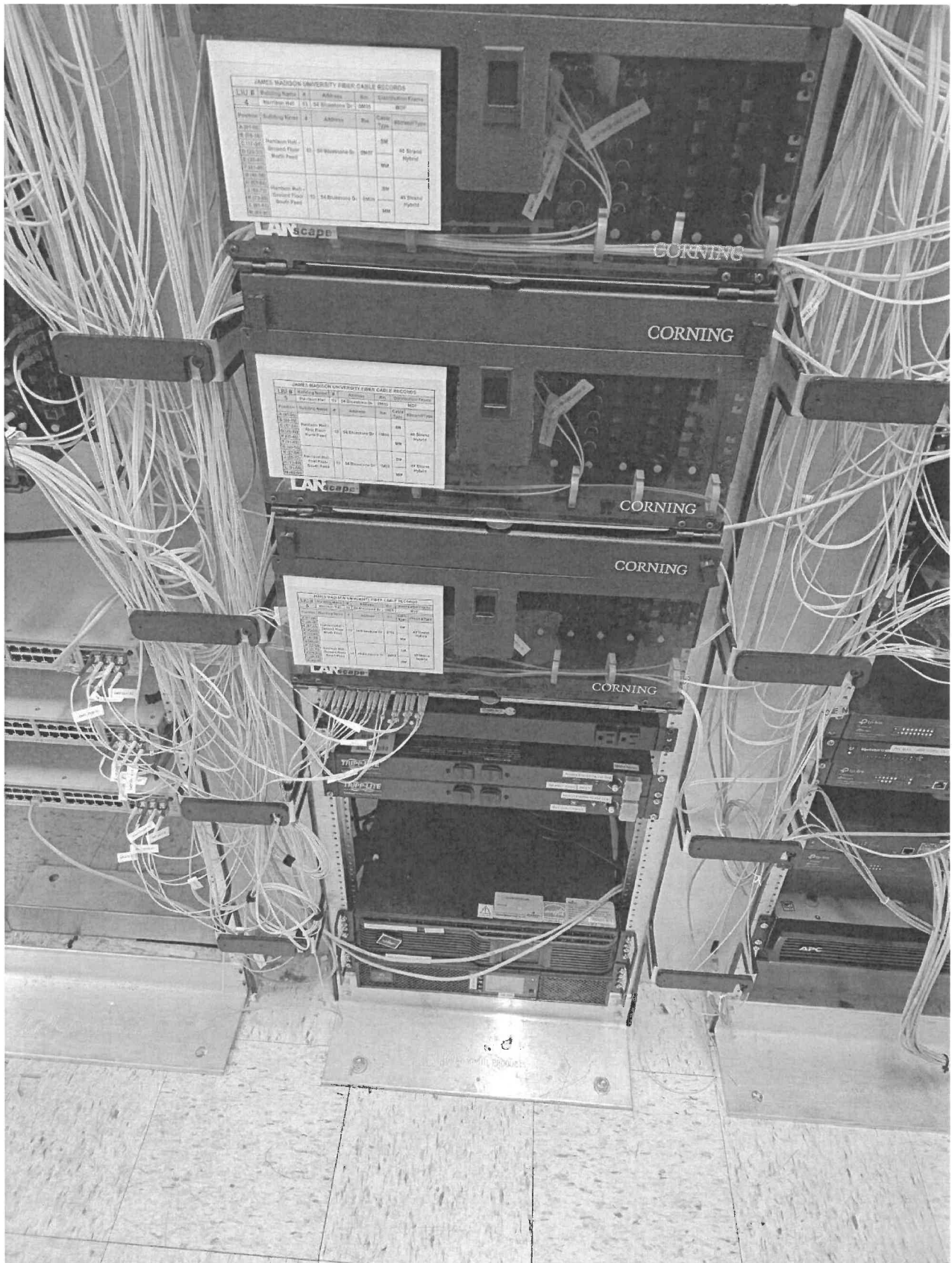


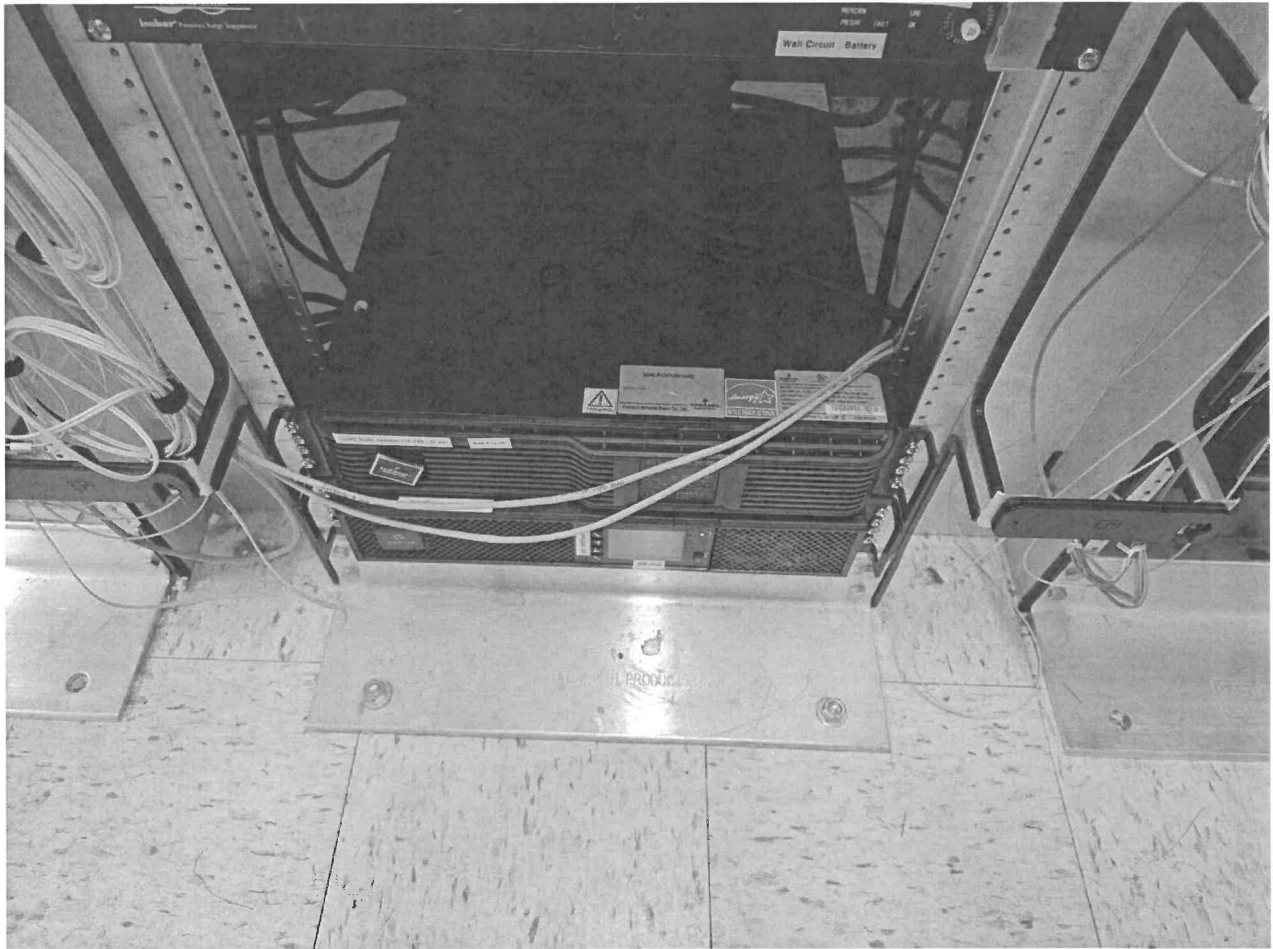


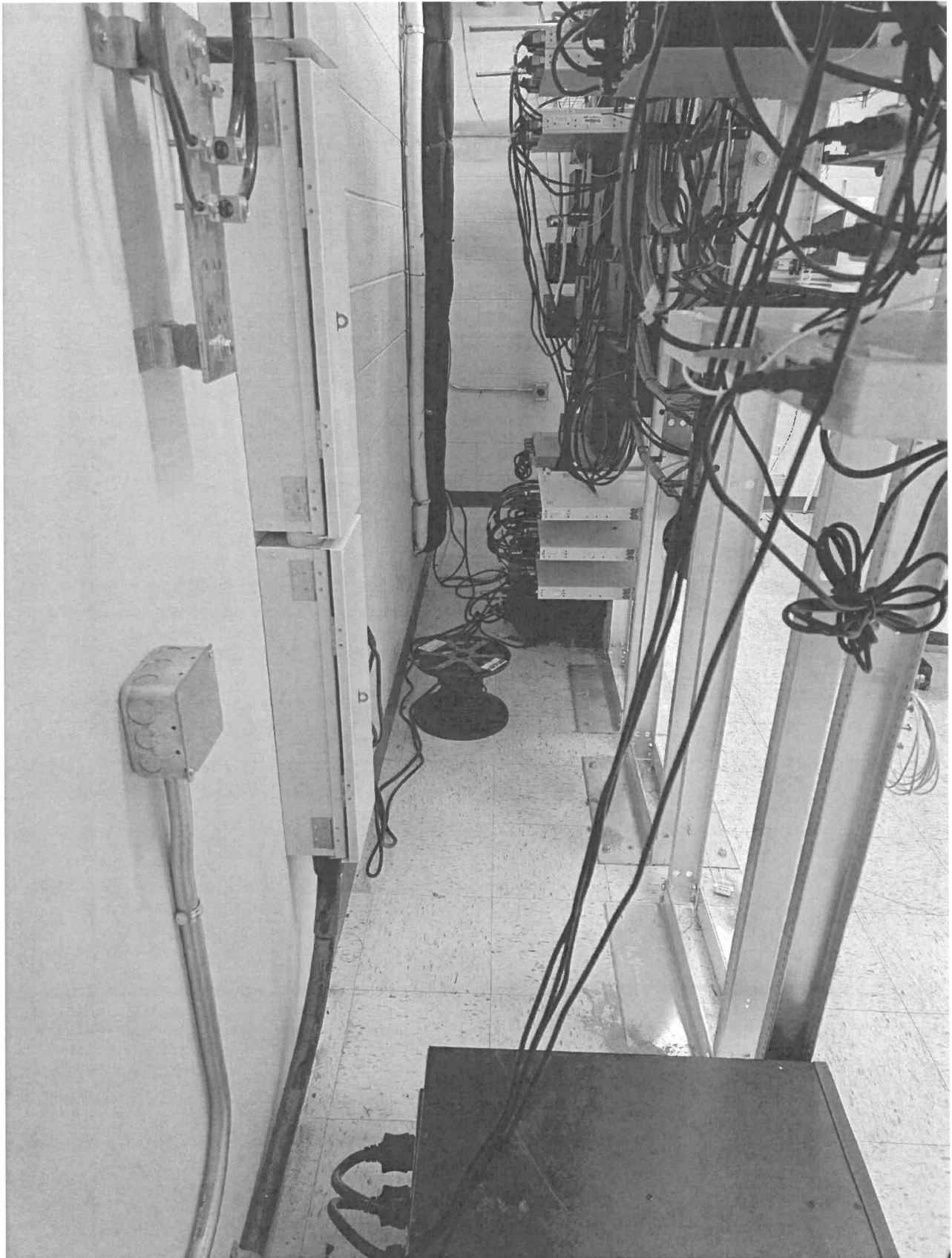


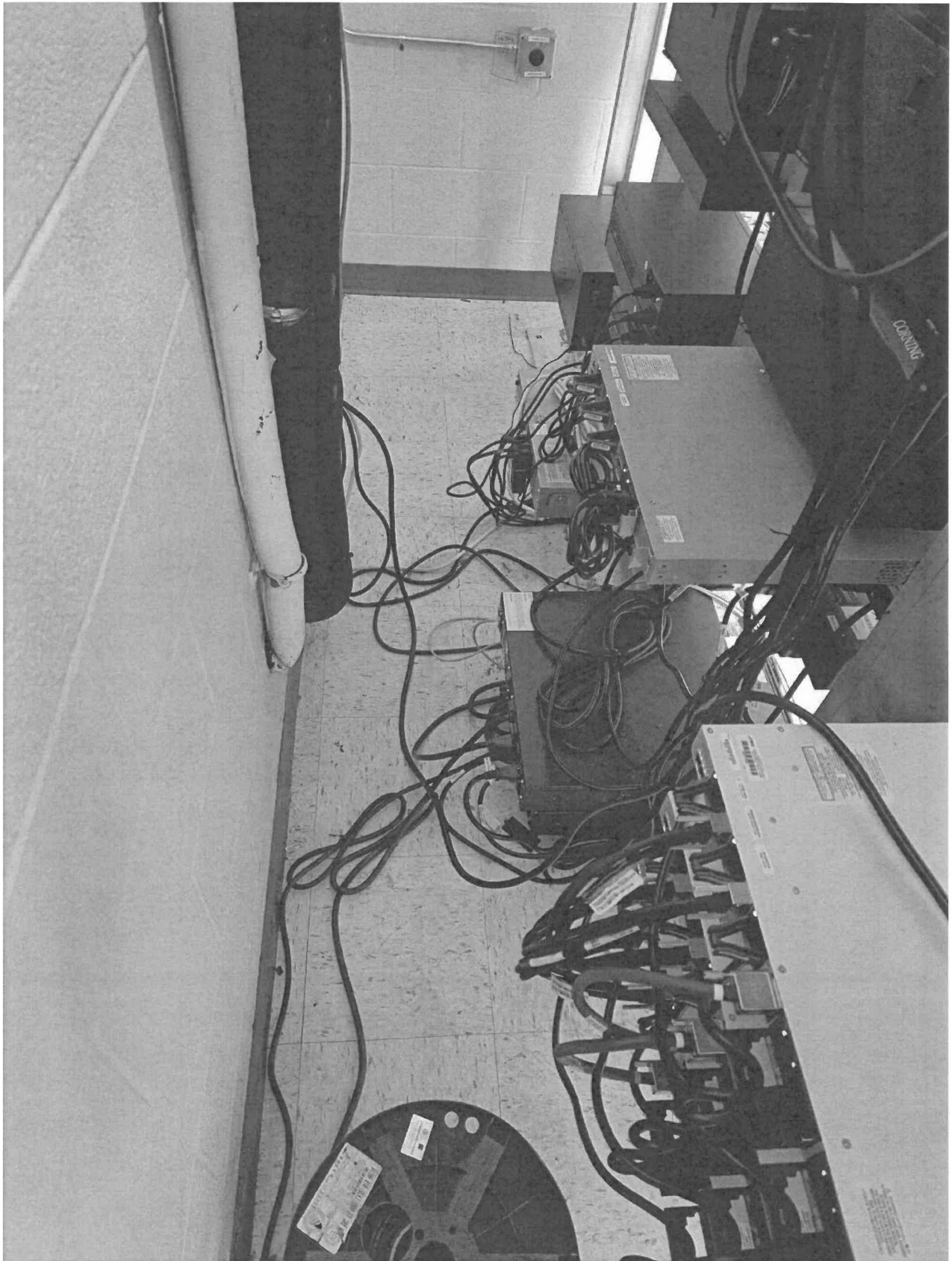


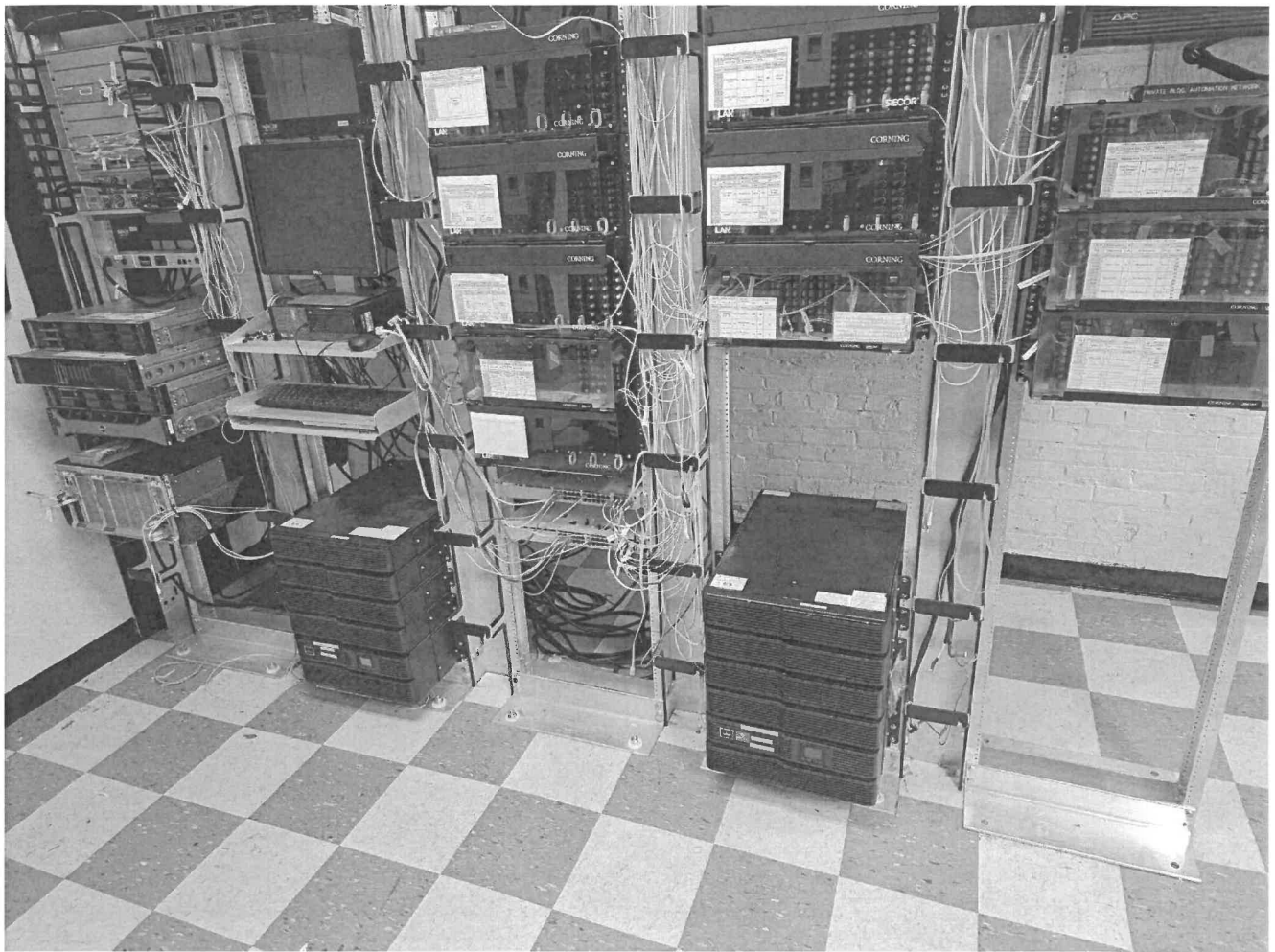




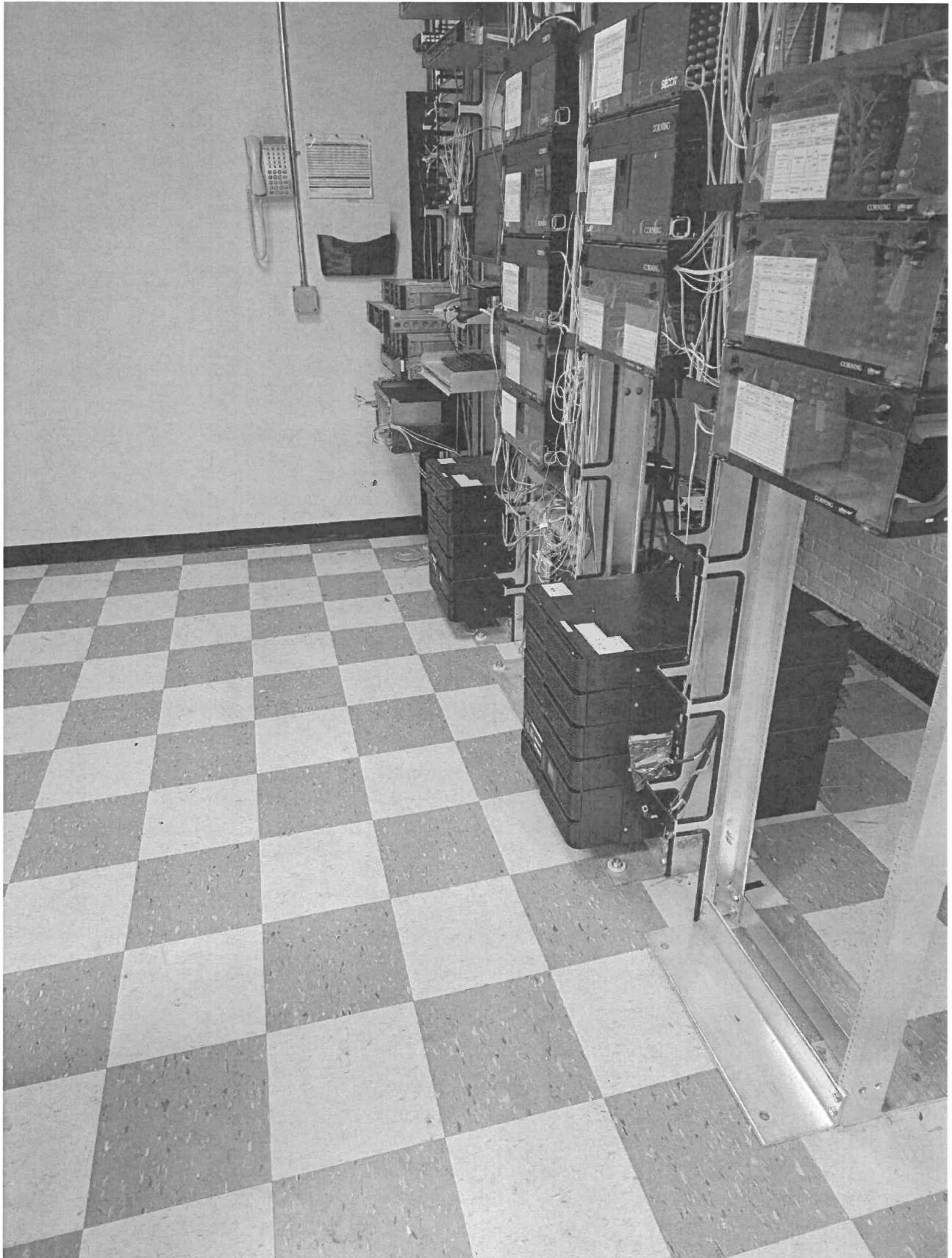












Signify receipt of this addendum by initialing "*Addendum* #_____" on the signature page of your proposal.

Sincerely,

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