



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7225

This contract entered into this 1st day of July, 2025, by Tru-Power Corporation, 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 21, 2025, and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated June 25, 2025

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

CONTRACTOR:
By: Chris Holmes (Jul 2, 2025 15:28 EDT)
(Signature)

Chris Holmes
(Printed Name)

Title: Service Coordinator

PURCHASING AGENCY:
By: Doug Chester (Jul 2, 2025 15:37 EDT)
(Signature)

Doug Chester
(Printed Name)

Title: Buyer Senior



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

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

<u>Manufacturer</u>	<u>Description</u>	<u>Model</u>	<u>Major PM</u>	<u>Minor PM</u>	<u>Quarterly PM</u>	<u>Total</u>
MGE	ESP3150	Comer 150kva	\$1,559.00	\$1,037.00	\$518.00	\$3,632.00
Liebert	S610	S610 150kva	\$1,559.00	\$1,037.00	\$518.00	\$3,632.00
Liebert	S610	S610 225kva	\$1,559.00	\$1,037.00	\$518.00	\$3,632.00
Chloride	90NET	90NET 400kva	\$1,737.00	\$1,431.00	\$1,339.00	\$5,846.00
Liebert	(2) UPS	GXT4 6kva	\$1,237.00	\$1,231.00	\$1,126.00	\$4,720.00
Liebert	(3) UPS	GXT3 6kva	\$1,571.00	\$1,231.00	\$1,139.00	\$5,080.00
Liebert	GXT5	GXT5 1.5kva	\$360.00	\$360.00	\$320.00	\$1,360.00
Liebert	GXT3	GXT3 2kva	\$360.00	\$360.00	\$320.00	\$1,360.00
Yearly Total						\$29,262.00

<b>Time and Materials Rate</b> (For repairs that fall outside of the scope)	
Standard Time (8AM-5PM, Mon - Fri)	\$144.00/hr
Overtime (Saturdays; over 8 hours per day; Weekdays 5 PM – 12 AM)	\$240.00/hr
Prime Time (Sundays; Holidays; 12 AM – 6 AM)	\$295.00/hr
After Hours Battery Installation (5 PM – 12 AM)	\$95.00/hr
After Hours Battery Installation (5 PM – 12 AM)	\$142.50/hr
Emergency Service is included for Preventive Maintenance Evaluation Service (PMES) contract clients per terms of contract.	
Tru-Power will charge standard parts sale price, minus any applicable discounts.	

\*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
- e. Fans, with the exception of pre-existing faulty fans and proactive fan replacement *(reactive replacement is covered if a faulty fan is found that is less than seven (7) years old)*



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

- 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**

**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](mailto: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:

Tru-Power Corporation  
8429 Glazebrook Avenue  
Henrico, Va 23228

By:   
(Signature)

Name: Chris Holme  
(Please Print)

Date: 4/21/2025

Title: Service Coordinator

Web Address: www.tru-power.com

Phone: (804) 640-3761

Email: Chris.Holmes@Tru-Power.com Fax #: (804) 780-3507

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 JK #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**

**Tru-Power Corporation**

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## I. STATEMENT OF NEEDS

A) List activities performed during the following:

### 1. Major Preventive Maintenance

- **System:**
  - Clean the interior of the system
  - Check internal connections for proper torque
  - Perform thermal scan of all breakers and power connections
- **Rectifier:**
  - Record input/output voltages and currents
  - Verify proper float and equalize setting for installed battery plant
  - Verify tolerance on the filter DC bus
  - Verify system alignments are within factory specifications
- **Inverter:**
  - Record input/output voltages and currents
  - Verify proper operation of inverter
  - Verify system alignments are within factory specifications
  - Verify DC currents on output of each inverter power stage
- **Static Switch:**
  - Record Inverter input voltage and currents to Static Switch
  - Record bypass input voltage and currents to Static Switch
  - Record Static Switch output voltage and currents
  - Verify proper operation of the static switch
  - Verify system alignments are within factory specifications
- **Power Supply:**
  - Verify proper output voltage of each internal power supply
  - Check the proper filtering of the power supply output voltage
  - Confirm power supply redundancy if applicable
- **General:**
  - Check proper fan operation
  - Inspect general overall condition of the battery plant
  - Confirm acceptable environmental conditions exist for applicable parts coverage
  - Visual inspection of all AC and DC capacitors for leakage/bulging.

### 2. Minor Preventive Maintenance

- a) **System:**
  - Perform thermal scan of all the breakers and power connections
- b) **Rectifier:**
  - Record input/output voltages and currents
  - Verify proper float and equalize setting for installed battery plant

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*

- Normal business hours are from 8:00 AM to 5:00 PM Monday through Friday excluding major holidays. After hours/weekends is defined as 5:01PM - 7:59AM Monday-Friday, Saturday and Sunday. Preventive Maintenance performed after hours would result in an upcharge which is illustrated in the pricing schedule.

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

- **Chris Holmes – Henrico, VA – Service Coordinator:** Responsible for maintaining the preventive maintenance scheduling and service requests. Schedules all technicians to their assigned work. Maintains dialogue with customer regarding any UPS needs. Experienced in IT and Management with a Degree in Computer programming and Certificates from Six Sigma in CPIS, SCRUM Master, CSCM.
- **Ricky Hale – Mechanicsville, VA – Field Service Supervisor:** Lead service tech/supervisor who manages and trains all Tru-Power field service technicians. Ricky is experienced with all main manufacturers and holds certifications for Chloride, Mitsubishi and Gamatronics UPS systems. Ricky provides 25 years of experience in the UPS service field.
- **Robert Gray – Tidewater, VA – Field Service Technician:** Performs preventive maintenance and service on various UPS equipment. Experienced with all Major manufacturers of UPS systems (MGE, Liebert, Chloride, Mitsubishi, Gamatronics). Started working for Tru-Power in 2010 after tenure with MGE as a service tech. Provided startup/commissioning/service on most models of MGE UPS equipment.
- **John Lipscomb – Midlothian, VA – Field Service Technician:** Performs preventive maintenance and service on various UPS equipment. Experienced with all Major manufacturers of UPS systems (MGE, Liebert, Chloride, Mitsubishi, Gamatronics). Started with Tru-Power in 2012. Neil has extensive background in the residential/commercial electrical field as well as fire protection and electric fire alarm monitoring.

***More information provided in the Narrative section and Technical Resume (Attachment E) with experience/qualifications.***

J) Describe your firm’s inventory of parts. Indicate location.

- Tru-Power Corporation cannot maintain inventory for every part in every UPS system that we maintain. However, we do have parts in our warehouse. If a part is required that is not in our stock, we have numerous resources for parts which naturally include the manufacturer. Often, we are able to procure replacement parts from sources outside of the manufacturer in a more timely fashion. It is important to note that these other sources provide OEM parts and are often the same suppliers to the UPS manufacturers.

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.*).

- Tru-Power Corporation works diligently to get service reports out within two weeks of completing the PM. Minimum information on each service report will include the following:
  - Unit model, serial number, KVA rating
  - Input voltage, amperage for all three phases
  - Output voltage, amperage for all three phases
  - Inverter, reserve and rectifier voltages and amperage
  - AC/DC Capacitor readings if applicable

J) Continued

- Input filter readings if applicable
  - Battery model and quantity
  - Battery date code
  - Battery readings which includes battery load testing
  - Condition of the UPS and room to include cleanliness, room temperature etc. Any corrective actions are clearly indicated and are also followed up with a phone call from the service coordinator to discuss corrective measures. Tru-Power is very serious about the quality of the PM because UPS systems that are well maintained typically remain reliable. Our technicians are known to spend more time performing PM's which results in more reliable operation
- L) Describe any electronic tools, reporting, or monitoring capabilities provided by your firm. Specify any associated cost in *Section X. Pricing Schedule*.
- Our technicians use Fluke equipment for their Multi-meter, Oscilloscope, and AC/DC Amp Probe. Tru-Power does not provide any electronic reporting or monitoring capabilities.
- 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.
- Tru-Power Corporation does not require the UPS systems to have any internet connectivity or remote connectivity. Tru-Power does not require any type of internet connectivity to perform preventive or corrective maintenance on the UPS systems listed in the solicitation.
- N) Specify whether the company is a "Manufacturer Authorized" service provider for the equipment listed in *Section II. Background*.
- Tru-Power Corporation has been factory trained on Chloride UPS systems. MGE and Emerson/Liebert do not offer certified training for third party UPS service groups. However, Tru-Power has been maintaining Liebert and MGE UPS systems for many years and currently has multiple units under contract with other customers.
- 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.
- Tru-Power holds certifications for Chloride UPS systems. MGE and Emerson/Liebert do not offer certifications to 3<sup>rd</sup> party service providers. However, Tru-Power has been maintaining Liebert and MGE equipment at many local, state, federal, and private companies since 1983 and has an extensive reference list of tenured customers with related equipment.
- P) Provide documentation related to the Contractor and/or technicians being certified or trained by the equipment manufacturers.
- Please see applicable certifications within Attachment C.
- Q) Describe safety procedures utilized by your firm's technicians during preventative maintenance or emergency visits. Describe any safety procedure requirements expected of JMU during preventative maintenance or emergency service visits.

**P) Continued**

- Tru-Power Corporation technicians wear PPE during PMs. LOTO is used when needed. JMU is only required to give access to all breakers upstream of UPS.

**R) Describe any other services offered by your firm. Specify any associated cost in *Section X. Pricing Schedule*.**

- Tru-Power Corporation adds value based on our overall product and services offering to support IT power and cooling requirements. This includes complete design build, turn key capabilities to integrate a fully functional computer room to include, UPS Systems, Computer room Cooling Systems, Critical UPS power distribution busway, Supply/Return air management systems, Rear Door Heat Removal Systems and transient voltage surge suppression systems. Our President and CEO holds more than 25 years experience in the IT power and cooling industry.

## II. COMPANY NARRATIVE

Tru-Power Corporation has been providing preventive and corrective UPS maintenance to a wide range of customers including local municipalities, higher education, state and federal government, military, private business and medical facilities since 1983. During this time, Tru-Power has provided maintenance for all major brands of UPS systems including Liebert, MGE, Chloride, Eaton, Mitsubishi, GE, Toshiba, and Gamatronics. The company was founded with the primary goal to provide the UPS customer with a better alternative to the manufacturer's service group by providing more comprehensive preventive maintenance at a better value.

Tru-Power has enjoyed sustainable growth over the past fifteen years and has been profitable every year since Ralph Lovelace purchased the company in 1999. In addition to UPS maintenance services, Tru-Power has extensive experience with IT cooling solutions bringing the latest and most energy efficient strategies to our customers.

Tru-Power has four directly employed UPS technicians and three members of their administrative staff. Below, please see information on each employee of Tru-Power:

### Tru-Power UPS Technicians:

**Ricky Hale: Field Service Supervisor.** Ricky has been with Tru-Power for 26 years and has extensive experience servicing UPS systems. Ricky came to Tru-Power from the NAVY with a background in power and electronics. Ricky is very detail orientated and believes the best way to keep UPS systems reliable is through thorough preventive maintenance. Ricky has mentored the other technicians at Tru-Power with this same approach. Ricky holds certifications for Chloride, Mitsubishi, and Gamatronics.

**Robert Gray: Field Service Technician.** Robert has been with Tru-Power for five years bringing ten plus years of UPS service experience. Robert formerly worked as an A/C Mechanic which gave him experience in vast array of experience in best practices in troubleshooting and installation. Robert is experienced with all main manufacturers of UPS equipment including Chloride, Liebert, and MGE.

### Tru-Power Administrative Staff:

**Chris Holmes: Service Coordinator.** Chris has been with Tru-Power for two years and was promoted to Service Coordinator one year ago. In his short time in this position, Chris has updated and modernized our processes resulting in a very well coordinated effort which our customers and technicians have come to greatly appreciate. Chris is an excellent communicator and prides himself on responding quickly to customers needs.

**Jacob Thomas: CFO.** Jacob Thomas has been with Tru-Power for eight years and holds a degree in accounting from Virginia Commonwealth University. Jacob is an excellent employee helping Tru-Power to maintain strong financial security and eliminate financial liabilities.

**Ralph Lovelace: President/CEO.** Ralph Lovelace purchased Tru-Power fifteen years ago having formerly worked for Liebert Corporation dating back to 1987. Ralph has extensive experience in the design and application of IT power and cooling systems.

### III. VASCUPP SALES

Tru-Power currently provides service to both VCU Health Systems and Old Dominion University. Below is a table of our sales figures for the last 12 months at each site:

University/Institution	Sales \$
Virginia Commonwealth University	\$9562.00
CNU University	\$83,443.00

### IV. PRICING SCHEDULE

A. Provide the cost per UPS/Battery unit listed in Section II. Background for the following:

1. Major Preventative Maintenance – See Pricing Schedule on next page
2. Minor Preventative Maintenance - See Pricing Schedule on next page
3. Battery Preventative Maintenance - See Pricing Schedule on next page

Please see separate section for maintenance pricing

B. Provide the cost for emergency maintenance/after-hours services.

- Regular hours, 8:00 AM to 5:00 PM, M-F excluding major holidays is \$144.00 per hour. Nights, Weekends, and Holidays are \$240.00 per hour.

C. Specify minimum percent off published list price for parts/batteries.

- Different battery manufacturers offer different discounts off of list price. Tru-Power marks up parts 10% and batteries 15% above our cost.

D. Provide the cost for any other products and services being offered.

- Tru-Power can offer a host of services that are tailored which may include IT power and cooling audits, design evaluations etc. These are priced per the specific application. Tru-Power also offers thermal image scanning of electrical gear utilizing a special thermal imaging camera. The cost per day for these services is \$800 plus \$400 for a detailed report on the findings.

**IV. PRICING SCHEDULE (Continued)**

JMU UPS Maintenance Proposal  
RFP# FDC-1229  
Section X Pricing

Description	Model	Make	Major PM	Minor PM	Batt PM	Batt PM	Total
UPS ESP3150 150 KVA	72-160402-42	MGE	\$ 1559.00	\$ 1037.00	\$ 518.00	\$ 518.00	\$ 3,632.00
Two (2) Battery Cabinets	72-160402-41						
UPS S610 150 KVA	U39SA154COCB482	Liebert	\$ 1559.00	\$ 1037.00	\$ 518.00	\$ 518.00	\$ 3,632.00
Battery Cabinet	U36BP150WJBNUUU						
Liebert S610 225 KVA	U36BP225WXBNUUU	Liebert	\$ 1559.00	\$ 1037.00	\$ 518.00	\$ 518.00	\$ 3,632.00
Battery Cabinet	U39SA229COCB943						
UPS 90-Net 400 KVA	90N400400AS44N	Chloride	\$ 1737.00	\$ 1431.00	\$ 1339.00	\$ 1339.00	\$ 5,846.00
Battery Cabinet	LCAB-400K						
Battery Cabinet	LCAB-400K						
Battery Cabinet	LCAB-400K						
Two (2) UPS GTX4-600VA	GXT4-6000RT208	Liebert	\$ 1237.00	\$ 1231.00	\$ 1126.00	\$ 1126.00	\$ 4,720.00
Eight (8) Battery Cabinets	GXT4-144VBATT						
Three (3) UPS GTX3-6000VA	GXT3-6000RT208	Liebert	\$ 1571.00	\$ 1231.00	\$ 1139.00	\$ 1139.00	\$ 5,080.00
Three (3) Battery Cabinets	GXT3-144VBATT						
GXT5-1500LVRT	GXT5-1500LVRT2UXL	Liebert	\$ 360.00	\$ 360.00	\$ 320.00	\$ 320.00	\$ 1,360.00
GXT3-2000RT120	GXT3-2000RT120	Liebert	\$ 360.00	\$ 360.00	\$ 320.00	\$ 320.00	\$ 1,360.00

**Total Yearly Contract Value \$29,262.00 (Five year value \$146,310)**

**Engineer & Service Specialist – Field**

Standard Time \$160.00 / Hour

Standard Time (Contract Customers) \$144.00/ Hour

Primetime \$295.00 / Hour

(Sundays; Holidays; 12AM To 6AM)

Battery installation rates

After Hours Battery Installation (5PM To 12AM) \$95.00/ Hour

**Emergency service is included for PMES contract clients per term of contract.**

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 34 Months 8

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 #
		3600 Wheeler Ave.	Irina Jamison
City of Alexandria	6 years	Alexandria Va 22304	(703) 746-3209
Sentara Healthcare	11 years	1151 Azalea Garden Rd Norfolk, Va 23502	Phil Nelson (757) 252-0693
Virginia State Corporation Commission	15 yrs	6620 W. Broad St Richmond, Va 23230	Bob Accachian (804) 289-6831
Ft. Belvoir	15 years	CTO 10125 Beach Rd Ft. Belvoir, Va 22060	John Nienaber (703) 704-3356
Virginia International Terminal	11 years	151 Harbor Dr Portsmouth Va 23707	Ken Hutcheson (757) 201-9775

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

Tru. Power Corporation  
8429 Glazebrook Avenue  
Henrico, Va 23228

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: Tru-Power Corporation Preparer Name: Chris Holmer

Date: 4/21/2025

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

If yes, certification number: 667128 Certification date: 02/26/2014

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 SBSB 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**





Tru-Power Corp. PO Box 4590 Glen Allen, VA 23058 804-780-3500 804-780-3507 fax

## UPS Preventive Maintenance and Emergency Service Contract

**Effective Date: April 14, 2024**

**Expiration Date: April 13, 2025**

**Tru-Power Corp., upon acceptance of this contract by:**

*Sample Proposal Plan  
20200 Nuckols Rd.,  
Glen Allen, VA 23060*

will implement a maintenance program and provide services as described herein.

*Sample Company*, (Hereafter referred to as "Customer") agrees to purchase this maintenance contract for the equipment and at the site described in Appendix A.



## Contents

- I. Purpose
- II. Scope of Service
- III. Description of Service
- IV. Operational

Acceptance signature page

Appendix A – Contract type, options, equipment, location, and cost.

Appendix B – Itemized maintenance work

Option A - Parts Coverage

Option B - Extensive Battery Maintenance for Wet Cells

Option C - Three Year renewal period

Schedule A - Published labor rates for UPS service

Schedule B - Published labor rates for Infrared testing services

Point of Contact for Scheduling Service

## I. Purpose

Tru-Power Corp. will provide a field service engineer to perform preventive maintenance and repair services (hereafter referred to as "Services") to keep the customer's equipment operating at the level of the manufacturer's original specifications.

Tru-Power Corp. will supply an "on-call" service engineer in Richmond, VA for emergencies. This engineer will be available 24 hours a day, 7 days a week for consultation.

Tru-Power Corp. will guarantee a two-hour response time by telephone and shall supply field personnel on site within 4 hours (or at a time mutually agreed upon) after receiving an emergency phone call. On-site guarantee is contingent on actual or imminent power loss to the critical loads.

## II. Scope of Service

Tru-Power Corp. will provide services as described herein for the covered equipment indicated in Appendix A.

The equipment is assumed to be in good working order. Any pre-existing conditions will be identified during the first PM and repaired at the customer's expense.

## III. Description of Service

- A. Tru-Power Corp. agrees to make 2 inspections per year and perform required emergency and maintenance procedures as outlined in Appendix B.
- B. The quoted price of this agreement includes preventive maintenance work performed between 8 A.M. to 5 P.M. Monday thru Friday, excluding holidays.
- C. Tru-Power Corp. **shall not incur contingent liability for work or material lost to the customer or others as a result of either scheduled or non-scheduled shutdowns of the equipment covered by this agreement.** Tru-Power Corp. may be liable for any damages to covered equipment caused by its negligence or willful misconduct.
- D. It is recommended that all service work done on the covered equipment be done by or approved by Tru-Power Corp. in advance. This is to ensure a coherent and

viable maintenance program. All work not approved by Tru-Power Corp. will not be guaranteed or paid for by Tru-Power Corp.

- E. All emergency and repair service on the subject equipment will be performed as per this agreement provided that the failure or consequential effects were not caused by: a.) gross negligence on the part of the customer. b.) acts of vandalism or other destruction. c.) fires or other mishaps not caused by or due to the UPS. d.) unauthorized personnel tampering with the UPS. e.) any other condition not attributable to Tru-Power Corp. maintenance procedures or faults within the equipment.
- F. No assignment of this agreement may be made without the mutual consent of both parties, which shall not be unreasonably withheld.
- G. Upon acceptance of this agreement, the full contract price is due within 30 days.

If any amounts due Tru-Power Corp. are in arrears 60 days or more at any time, Tru-Power Corp. shall give the customer notice of such late payment and the opportunity to cure same. If the late payment is not cured within 30 days, Tru-Power Corp. shall have the option of immediate cancellation of this contract in full without further liability or obligation. Such cancellation shall be by registered mail to the customer's address shown herein.

#### **IV. Operational**

- A. Customer agrees to designate one or more representatives in its employ to authorize scheduled maintenance and any routine or emergency service.
- B. Customer agrees to operate the equipment in accordance with the manufacturer's instructions and to notify Tru-Power Corp. promptly of any material change in the usual operating conditions.
- C. To maintain facilities and equipment in a reasonable manner, it is recommended that:
  - 1.) The area is free of corrosive atmosphere that would affect the life of the equipment.
  - 2.) The area is kept clean and free of loose dirt and debris.
  - 3.) The customer agrees not to overload the system beyond its rated capacity.
  - 4.) A schedule for changing filters will be established if it is determined that two routine inspections/changes provided by Tru-Power Corp. are inadequate.
- D. Customer agrees that purchase and installation of equipment that is recommended, or required by insurance companies, state, federal, municipal or

other authorities, shall be at the full expense of the customer and shall not be covered by this service agreement.

E. Under the terms of this agreement, **Tru-Power Corp. shall be responsible for preventive maintenance and emergency service only. Parts coverage is not included.** Unscheduled trips for the purpose of replacement of indication lamps or air filters and the silencing of alarms are outside the scope of this agreement and are chargeable to the customer. There will be no labor charge for performance of these services observed to be required during a preventive maintenance or emergency visit.

F. This contract does not cover parts or labor for catastrophic failure defined as failure of major magnetics including: input and output transformers, chokes, commutating inductors, motor stators or windings, generator stators or windings or bearing failure.

In the event of catastrophic failure Tru-Power Corp. will provide labor to repair the failure at our published labor rates minus 10 percent.

G. Tru-Power Corp. will attempt to schedule the normal preventive maintenance visits using the following methods:  
Tru-Power Corp. will make three attempts by phone and/or email and will otherwise make a "good faith" effort to notify the customer using the attached point of contact list, filled out by the customer. Should the customer fail to respond after these efforts, Tru-Power Corp. will not be responsible for preventive maintenance trips for that period. Any such site visits will be lost and not subject to refund or credit.

H. This agreement with attached Appendix A, Appendix B, Option List, Schedules A and B, represents the total agreement for the service of the subject equipment and cannot be modified except by mutual consent of an authorized representative of both parties.

## Appendix A

### Maintenance Agreement For:

Sample company Building

**Description: UPS Preventive Maintenance and Emergency Service Contract**  
(includes 2 semi-annual visits for the units listed below)

Equipment Covered:	Site Location:	Options Chosen
Liebert NXL MN:40SA250 SN: D40001	20200 Nuckols Rd. Glen Allen, VA 23060	PMES
<i>All associated batteries</i>		

**Period of Coverage: One Year**

**Annual Cost: \$1,900.00**

### Acceptance

**Accepted By:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tru-Power Corp.**

**Accepted By:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Appendix B

As a minimum, the following will be done during a semi-annual/minor preventive maintenance visit.

1. Note environmental conditions
2. Visually inspect batteries, UPS and associated equipment for any signs of damage or problems.
3. Verify that all fans are operational.
4. Record all meter readings, alarms, stored data, etc., available from the UPS display
5. Check air filters, lamps, etc and replace as necessary.
6. Place UPS in bypass and inspect internal components for signs of damage, overheating or other problems.
7. Load test all batteries (maintenance free only).
8. Check for corrosion of battery connections and correct if needed.
9. Check condition of battery hardware, cables, jars, fuses and breakers.
10. Note and address any discrepancies found.
11. Place UPS on line and note proper operation and load level.
12. Provide written or electronic report.

In addition to the previous work, the following will be done during an annual/major PM.

1. Note operation of UPS and place in maintenance bypass where possible
2. Clean interior of unit
3. Verify and/or calibrate meter readings and settings where possible.
4. Check tightness of terminals, connectors, etc.
5. Check torque of battery terminals.
6. Clean and condition battery terminals, lugs, etc. where necessary.
7. Check internal power supply voltages where possible.
8. Check operation of fans.
9. Test capacitors and check for leakage or exposed indicators.
10. Temperature scan all components. (Thermographic option available)
11. Verify all settings including output voltage and phase shift.
12. Place unit back on line and verify correct operation.

## Available Options List

### Option A: Parts

**Tru-Power Corp. will furnish, at its expense, all parts used other than as limited by the exclusions noted in Section IV, paragraph F. (including labor for installation and transportation costs). The manufacturer, if warranted, will warrant all parts supplied. All replacement parts will be equal or better quality than the originals. Parts coverage does not include replacement of batteries and capacitors.**

*(Replacement parts coverage has not been selected and as such, all necessary replacement parts will be quoted and billed separately from the normal contract billings. The manufacturer, if warranted, will warrant all parts supplied. All replacement parts will be equal or better quality than the originals.)*

### Option B: Extensive Battery Maintenance for Wet Cells

The following work will be done during semi-annual maintenance visits:

- 1.) Top off electrolyte level
- 2.) Clean batteries
- 3.) Torque all connections
- 4.) Oil or grease straps and terminals as needed
- 5.) Record cell voltages
- 6.) Inspect cells for signs of overheating, plate warping, cracks, sulfate build-up
- 7.) Note strap condition and order more if needed for yearly PM
- 8.) Record all readings and discrepancies and give report to the customer

The following work will be performed during annual maintenance visits:

- 1.) All of the semi-annual checks will be done
- 2.) Remove, clean and/or replace straps that are corroded. Clean terminals
- 3.) Take micro-ohm readings of strap connections
- 4.) Record specific gravity and temperature of cells

### Option C: Three year contract

This contract will be renewed at the current price plus 4 percent yearly increase, to cover current year, plus two years.

## Schedule A

### Labor Rates

#### 1. Engineer & Service Specialist - Field

Standard Time	\$144.00 / Hour
Overtime (Saturdays; Over 8 Hours Per Day; Weekdays 5PM To 12AM)	\$240.00 / Hour
Prime Time (Sundays; Holidays; 12AM To 6AM)	\$295.00 / Hour
Battery installation rates	\$95.00 / Hour
After Hours Battery installation (5PM To 12AM)	\$142.50/Hour

Minimum charge of 8-hours per day will be charged for work performed outside of Richmond, VA. In Richmond, a four-hour charge will apply. Outside of Richmond, wait time will be charged at Standard Time.

#### 2. Travel Expenses

Travel expenses will be billed as follows:

- A. Hotels at cost plus 10%.
- B. Meals at cost with a minimum of \$40.00 / Day.
- C. Automobile Travel at \$0.58 / mile; plus tolls. (Does not apply to rentals)
- D. Public Transportation at cost plus 10%.
- E. Travel Time will be included in Labor line items and is identical to Labor Rates.

NOTE: All rates and charges are subject to change without notice. Maintenance contracts are subject to the terms of the specific contract.

## Schedule B

Standard rates for **thermographic surveys** are \$840 per day. Details below.

### Labor Rates

1. Certified Thermographer using Fluke Ti45 Infrared camera and other test equipment

Standard Time	\$105.00 / Hour
Overtime	\$157.50 / Hour
(Saturdays; Over 8 Hours Per Day; Weekdays 5PM To 12AM)	
Prime Time	\$210.00 / Hour
(Sundays; Holidays; 12AM To 6AM)	

Minimum charge of 8 hours per day will be charged for work performed outside of Richmond, VA. Wait time will be charged at Standard Time. In Richmond, a four-hour minimum will apply.

Our standard rate of \$840 per day includes the site visit and the follow-up report. Customer will open electrical panels and make accessible all equipment to be inspected.

2. Travel Expenses

Travel expenses will be billed as follows:

- A. Hotels at cost plus 10%.
- B. Meals at cost with a minimum of \$30.00 / Day.
- C. Automobile Travel at \$0.50 / mile, plus tolls. (Does not apply to rentals)
- D. Public Transportation at cost plus 10%.
- E. Travel Time will be included in Labor line items and is identical to Labor Rates.

NOTE: All rates and charges are subject to change without notice. Maintenance contracts are subject to the terms of the specific contract.

## Points of Contact for UPS System Maintenance

Preferred Method of Contact \_\_\_\_\_ Email \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

### Primary Contact to Schedule Maintenance Visits

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Alt. Phone \_\_\_\_\_

Email \_\_\_\_\_

### Secondary Contact to Schedule Maintenance Visits

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Alt. Phone \_\_\_\_\_

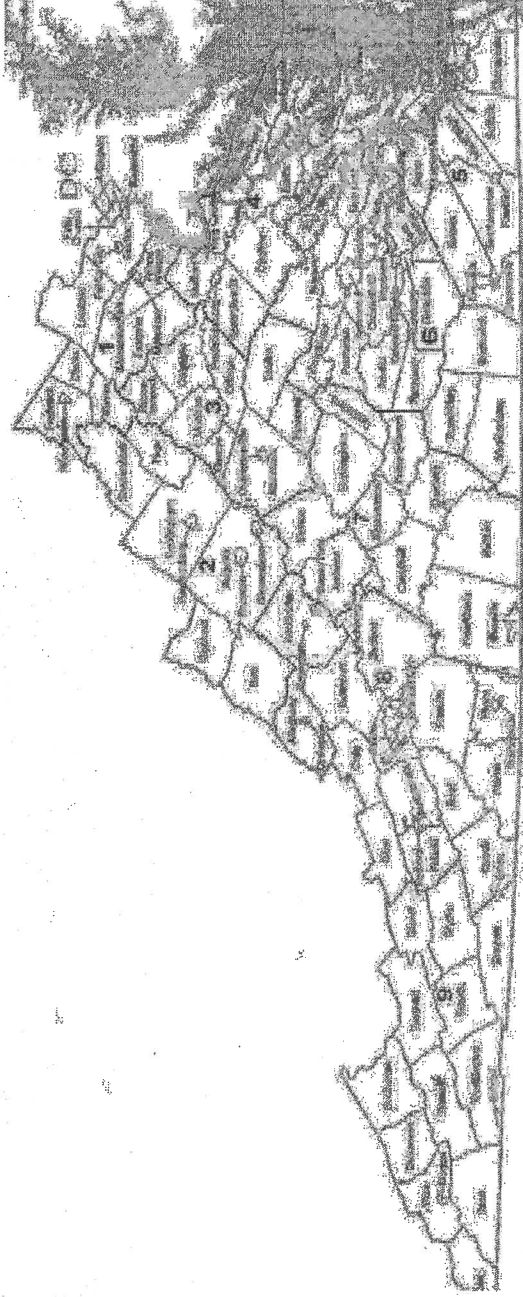
Email \_\_\_\_\_

Please return with a signed copy of your maintenance contract or fax to 804-780-3507



**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 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 6</u> Virginia Commonwealth University (Richmond) Virginia State University (Petersburg)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 9</u> University of Virginia - Wise (Wise)
<u>Zone 2</u> James Madison University (Harrisonburg)	
<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 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	

UPS SYNTHESIS, EDP 70L & EDP 90  
CERTIFICATION

This is to certify that this individual,

**Ricky Hale**  
Tru-Power Corp.

has completed the Factory Authorized  
Service Training Program. The Program  
provides Field Service Training for  
Chloride Power Electronics.

INSTRUCTOR

**CHLORIDE**  
POWER ELECTRONICS

TRAINING  
COMPLETION DATE

**UPS E-SERIES & CP3000  
CERTIFICATION**

This is to certify that this individual,

**Ricky Hale**  
UpTime Solutions

has completed the Factory Authorized  
Service Training Program. The Program  
Provides Field Service Training for  
Chloride Power Protection.



Instructor

8607

Training  
Completion Date

**CHLORIDE**  
POWER PROTECTION

# UPS (EDP70) Certification

*This is to certify that this individual,*

**RICKY HALE**

*has completed the Factory Authorized Service  
Training Program. The Program provides Field  
Service Training for Chloride Power Electronics  
UPS Systems.*

*Giannuca Boileau*  
INSTRUCTOR

**CHLORIDE  
POWER ELECTRONICS**

*December, 1996*

TRAINING  
COMPLETION DATE

*Awarded April 15, 1997*



**Service Technician Resume**

- 1) Please list the name of this service technician: Richard Hale
- 2) How long has this technician been employed by the organization? 26 years
- 3) Please describe the formal electronics or power systems training that this technician has received (List degrees and or certificates earned): Navy, TPC company and various manufacturers
- 4) How many years of UPS industry experience does this technician have? 26
- 5) Has this technician received formal training by any UPS manufacturer (including Mitsubishi) in the start up, maintenance, and repair of UPS Systems?  Yes  No
- 5a) If Yes, list manufacturers and models: Chloride, Hitec, CPP, CPI, HDR 5KVA through 1 megawatt single and parallel systems.
- 6) Please list the following information pertaining to the primary field service vehicle used by this technician: Year: 2013 Make: Ford Model: Escape
- 6a) Who is the owner of this vehicle?  Organization owned  Employee owned
- 7) Please check which of the following test equipment and tools the organization has provided to this technician for the purpose of performing UPS System service:

<input checked="" type="checkbox"/> Multi-meter	Brand: <u>Fluke</u>	Model: _____
<input checked="" type="checkbox"/> Oscilloscope	Brand: <u>Fluke</u>	Model: <u>Scopemeter</u>
<input checked="" type="checkbox"/> AC Amp Probe	Brand: <u>Fluke</u>	Model: _____
<input checked="" type="checkbox"/> DC Amp Probe	Brand: <u>Fluke</u>	Model: _____
<input checked="" type="checkbox"/> Temp. Probe	Brand: <u>Fluke</u>	Model: _____
<input checked="" type="checkbox"/> Battery Tester	Brand: <u>TPC</u>	Model: _____
<input checked="" type="checkbox"/> Torque Wrench	Brand: <u>Snap-on</u>	Model: _____
<input checked="" type="checkbox"/> Safety Glasses	<input checked="" type="checkbox"/> Alligator Clips	<input checked="" type="checkbox"/> Metric Socket Set
<input checked="" type="checkbox"/> SAE Socket Set	<input checked="" type="checkbox"/> Metric Wrench Set	<input checked="" type="checkbox"/> SAE Wrench Set
<input checked="" type="checkbox"/> Phillips Screwdrivers	<input checked="" type="checkbox"/> Standard Screwdrivers	
<input checked="" type="checkbox"/> Phase Rotation Meter	<input checked="" type="checkbox"/> Anti-static wrist strap	
<input checked="" type="checkbox"/> Lap Top Computer - Operating System and Version: <u>MS WIN 7</u>		
<input checked="" type="checkbox"/> Cell Phone	<input type="checkbox"/> Pager	

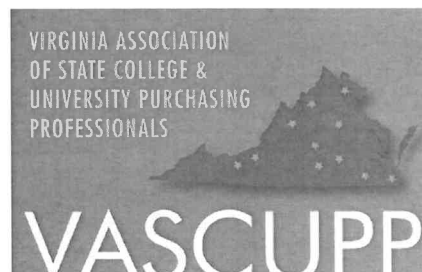


# Request for Proposal

## RFP# FDC-1229

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

**April 1, 2025**



**ANSWER/INQUIRY SUBMISSION FORM**

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

**\*\*PROCEDURE FOR SUBMITTING QUESTIONS\*\***

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.

Questions shall be submitted to: Doug Chester at the following e-mail address:  
[chestefd@jmu.edu](mailto:chestefd@jmu.edu)

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.

Date: \_\_\_\_\_

Project Location: James Madison University  
Project # & Title: FDC-1229 Uninterruptible Power Supply (UPS) and Battery Maintenance

The following question concerns: (indicate)

**RFP Document:** Section (number) \_\_\_\_\_, Page \_\_\_\_\_, Paragraph \_\_\_\_\_,

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Question submitted by:

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](mailto:chestefd@jmu.edu); 540-568-4272; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Web Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

# ***REQUEST FOR PROPOSAL***

***RFP # FDC-1229***

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## I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Uninterruptible Power Supply (UPS) and Battery Maintenance for James Madison University (JMU), an agency of the Commonwealth of Virginia. The initial contract shall be for five (5) years with an option to renew for one (1) additional one-year period.

## II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: [www.jmu.edu](http://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](mailto:eVACustomerCare@DGS.virginia.gov).
- ii. eVA Procurement Website and Registration The Commonwealth’s procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select “Register Now” on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select “I Sell to Virginia”. Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
- iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.e below.

b. **PAPER SUBMISSIONS:**

- i. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
- ii. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
- iii. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.

2. Should the proposal contain **proprietary information, provide one (1) redacted copy of the proposal** and all attachments with **proprietary portions removed or blacked out.**

This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

3. The version of the solicitation issued by JMU Procurement Services, as amended by any addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
4. Proposal Preparation
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not

automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

## B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses

which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://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](http://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](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution by completing the free eVA Vendor Registration. All 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](http://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](http://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 SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD 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 SBSBD 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](mailto: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](mailto: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](mailto: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.

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

[ ] YES [ ] NO

IF YES, EXPLAIN: \_\_\_\_\_

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ATTACHMENT B

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

Offeror Name: \_\_\_\_\_ Preparer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Is your firm a **Small Business Enterprise** certified by the Department of 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 SBSDB 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](mailto: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**

<b>Zone 1</b> George Mason University (Fairfax)	<b>Zone 2</b> James Madison University (Harrisonburg)	<b>Zone 3</b> University of Virginia (Charlottesville)
<b>Zone 4</b> University of Mary Washington (Fredericksburg)	<b>Zone 5</b> Christopher Newport University (Newport News) College of William and Mary (Williamsburg) Norfolk State University (Norfolk) Old Dominion University (Norfolk)	<b>Zone 6</b> Virginia Commonwealth University (Richmond) Virginia State University (Petersburg)
<b>Zone 7</b> Longwood University (Farmville)	<b>Zone 8</b> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<b>Zone 9</b> 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](http://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 540.568.3145 Phone  
PROCUREMENT SERVICES 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?

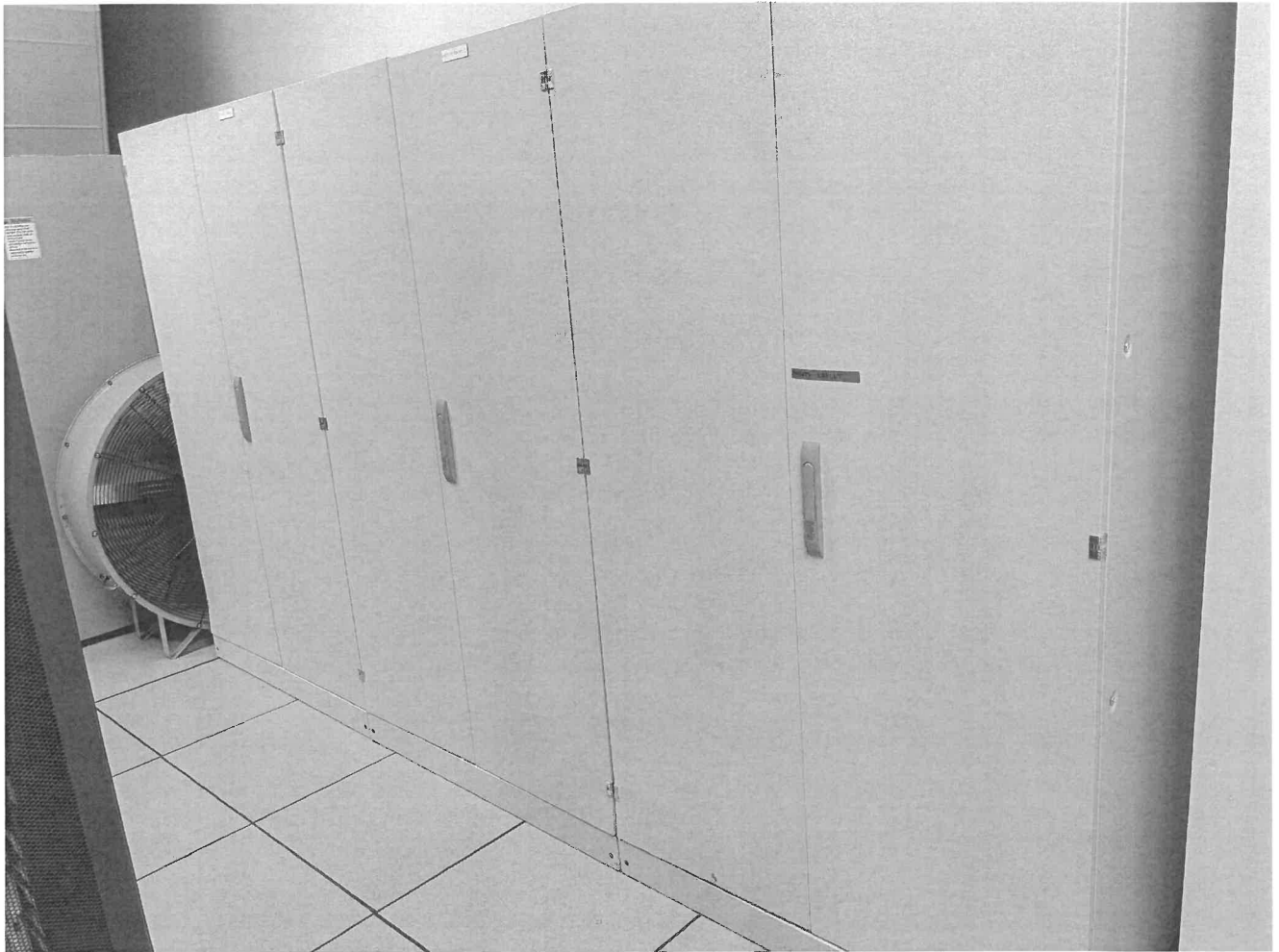
Answer – In lieu of a site visit, the following pictures are being provided.

See following pages

# **Data Center UPS – Chloride**



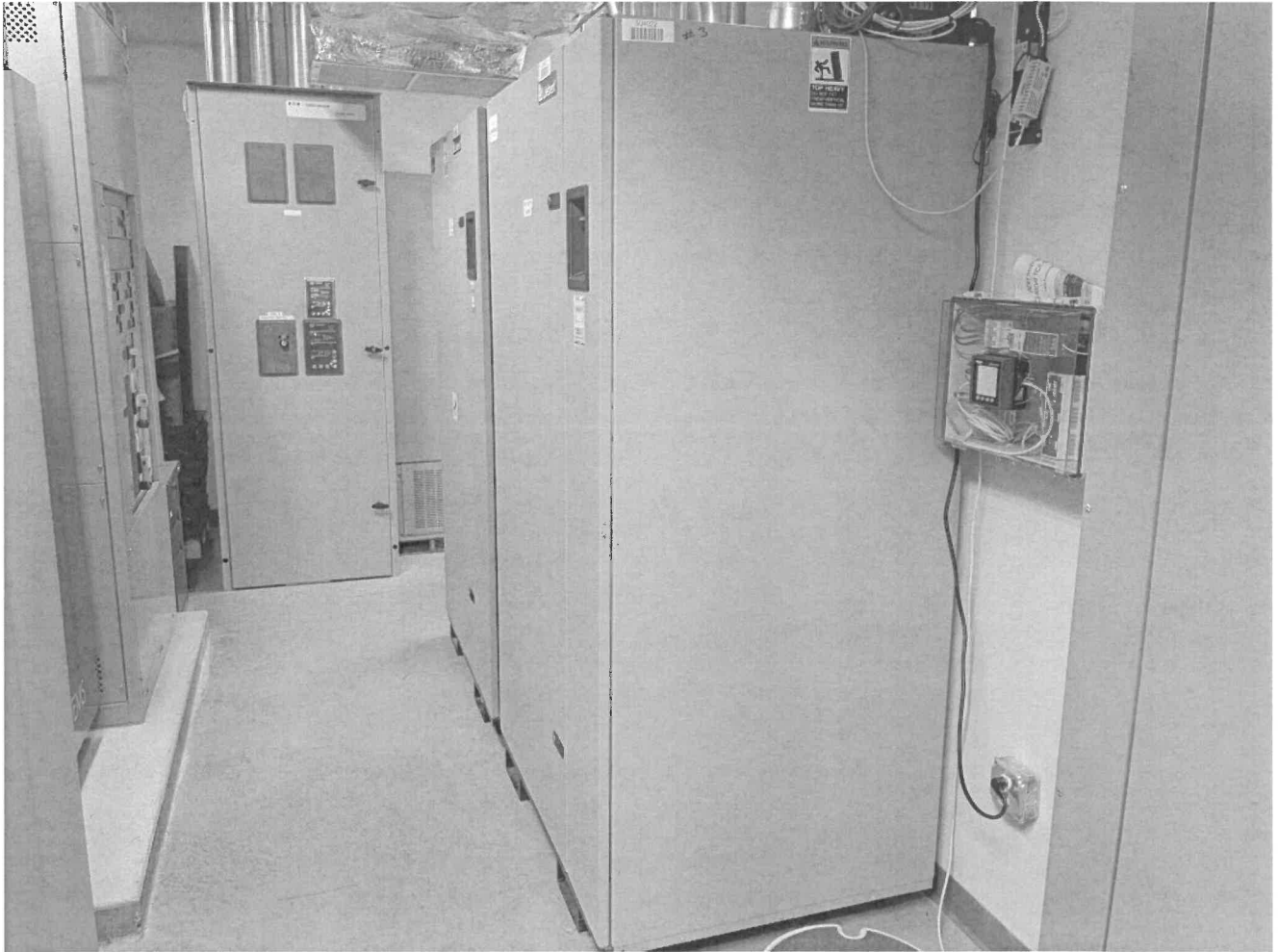
# **Data Center – Liebert**





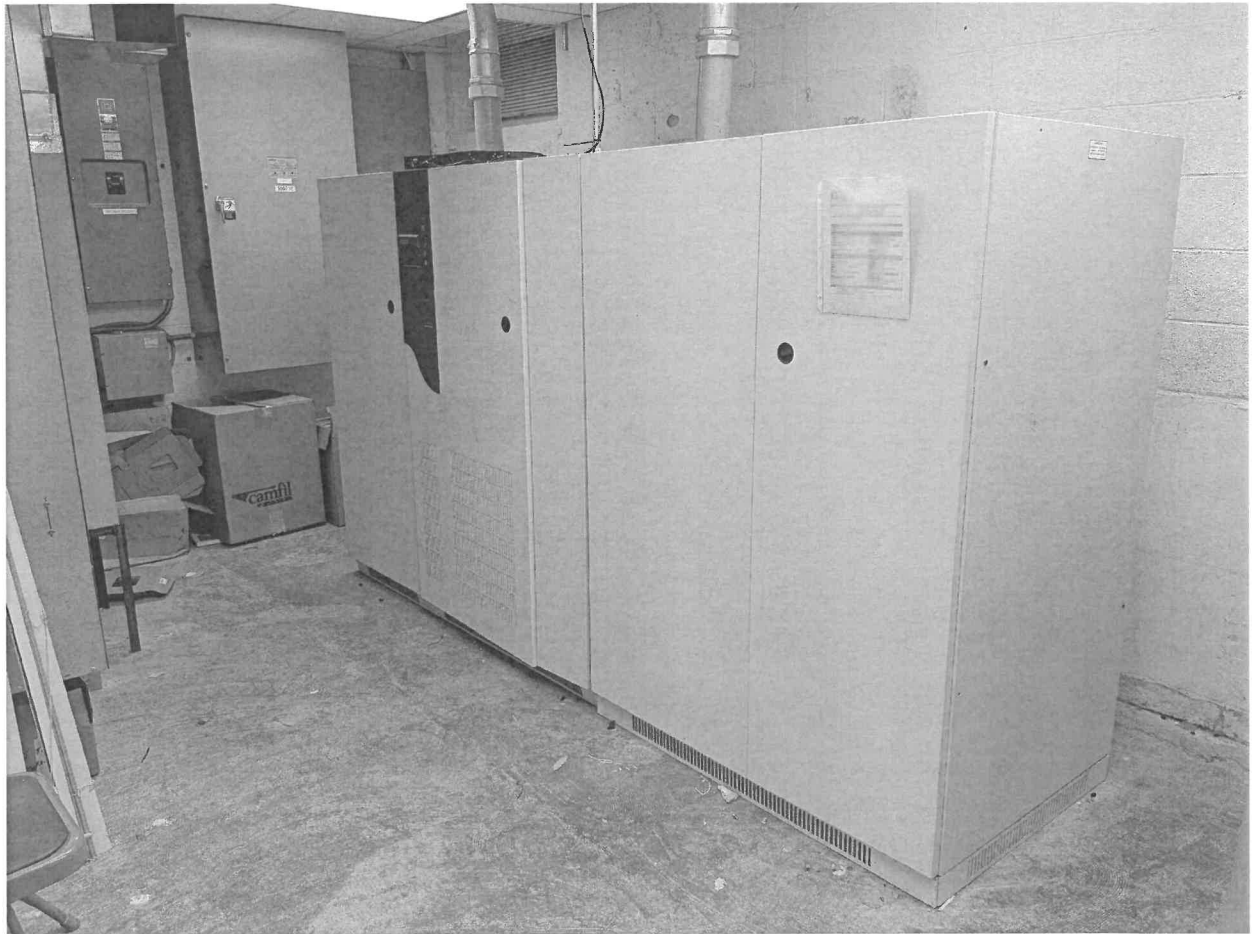




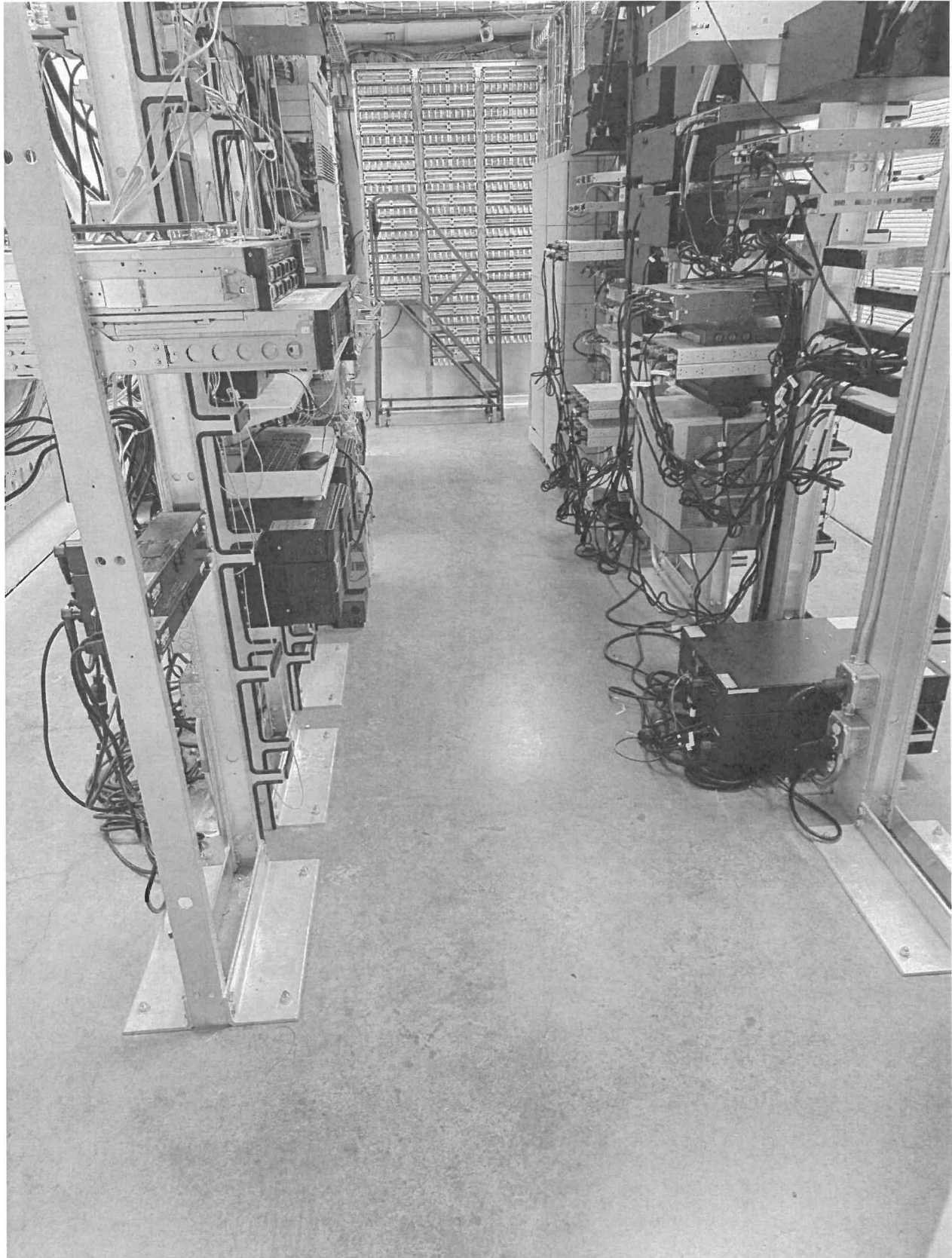




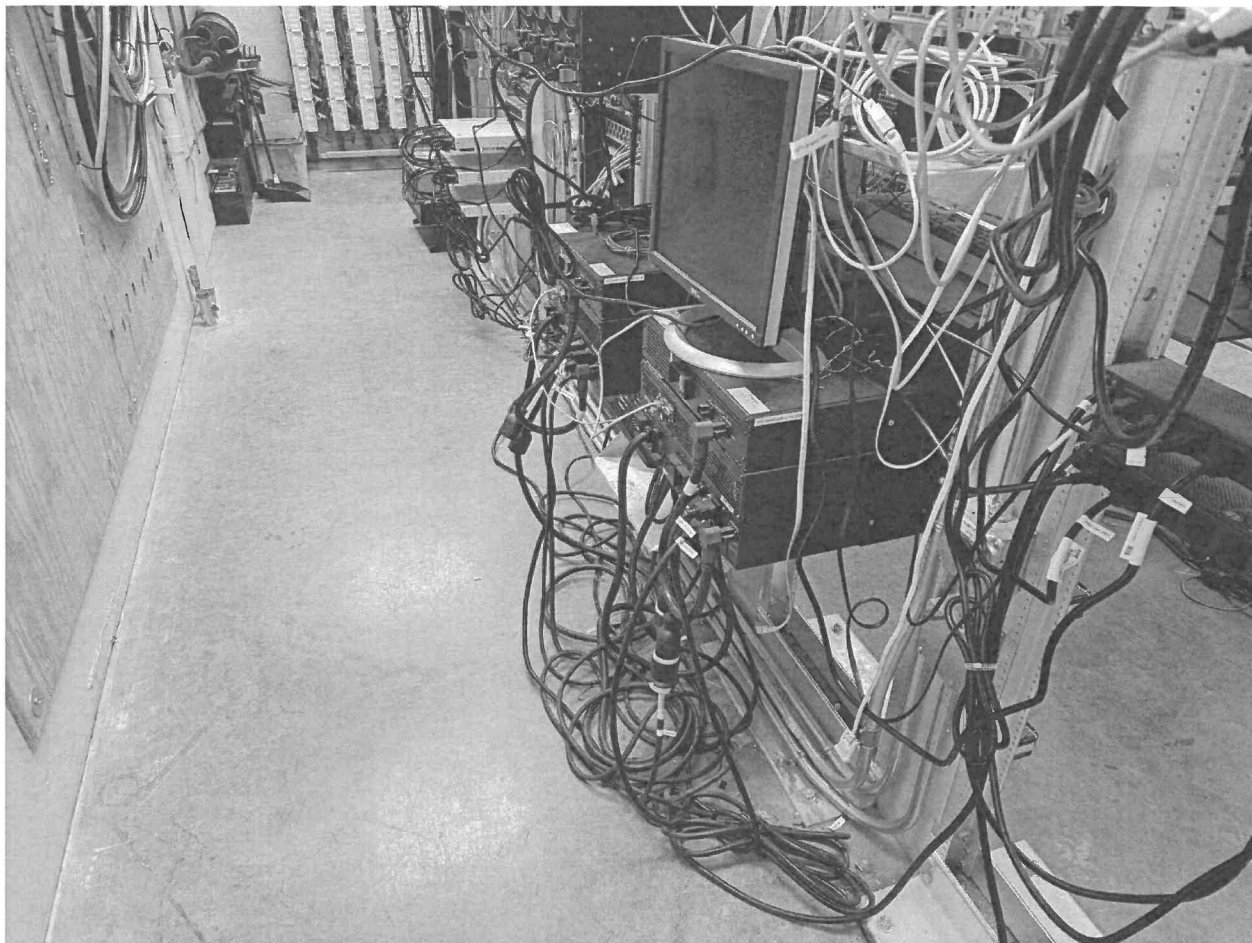
# **Data Center – MGE**



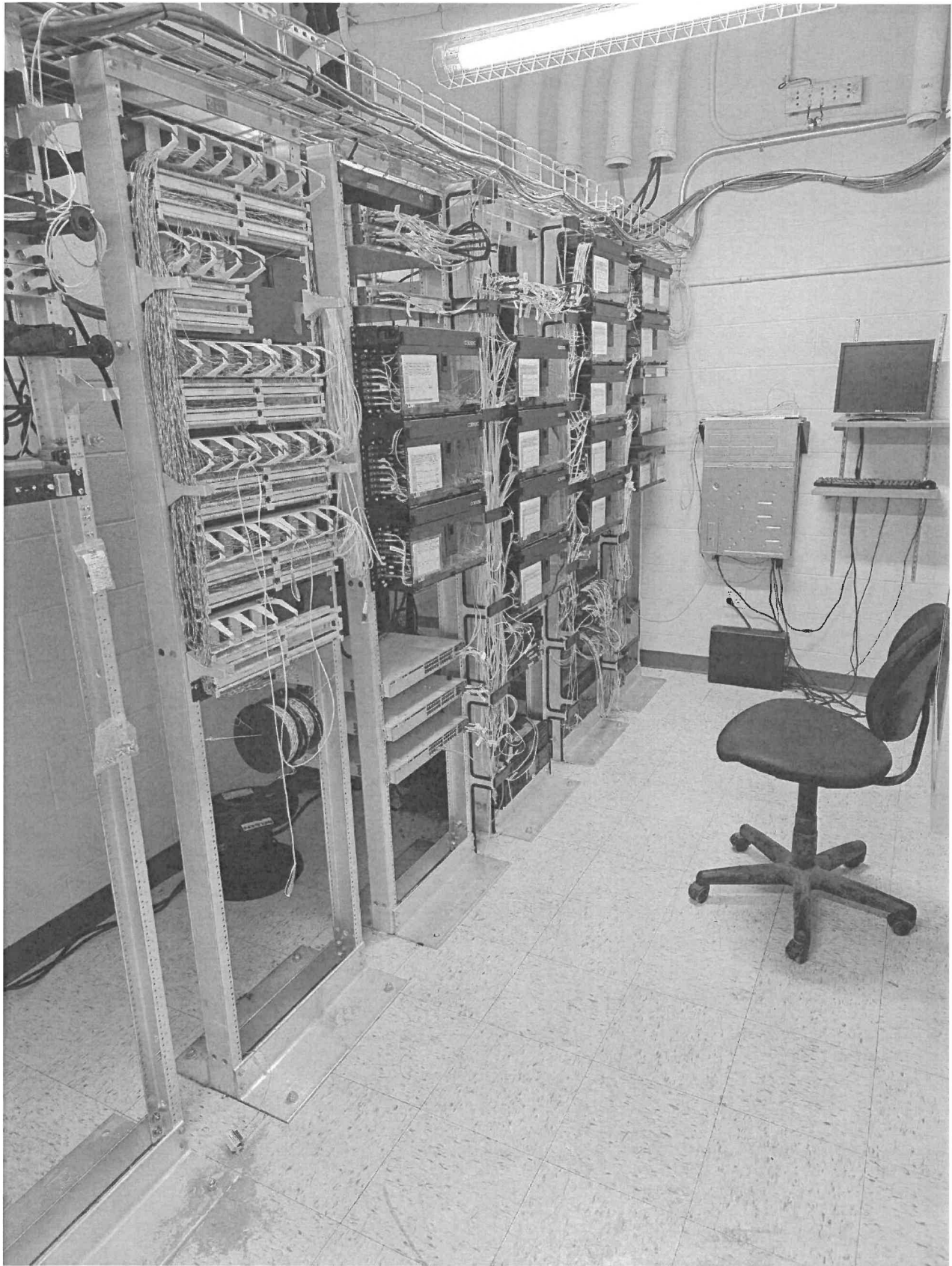
# **Network UPS**





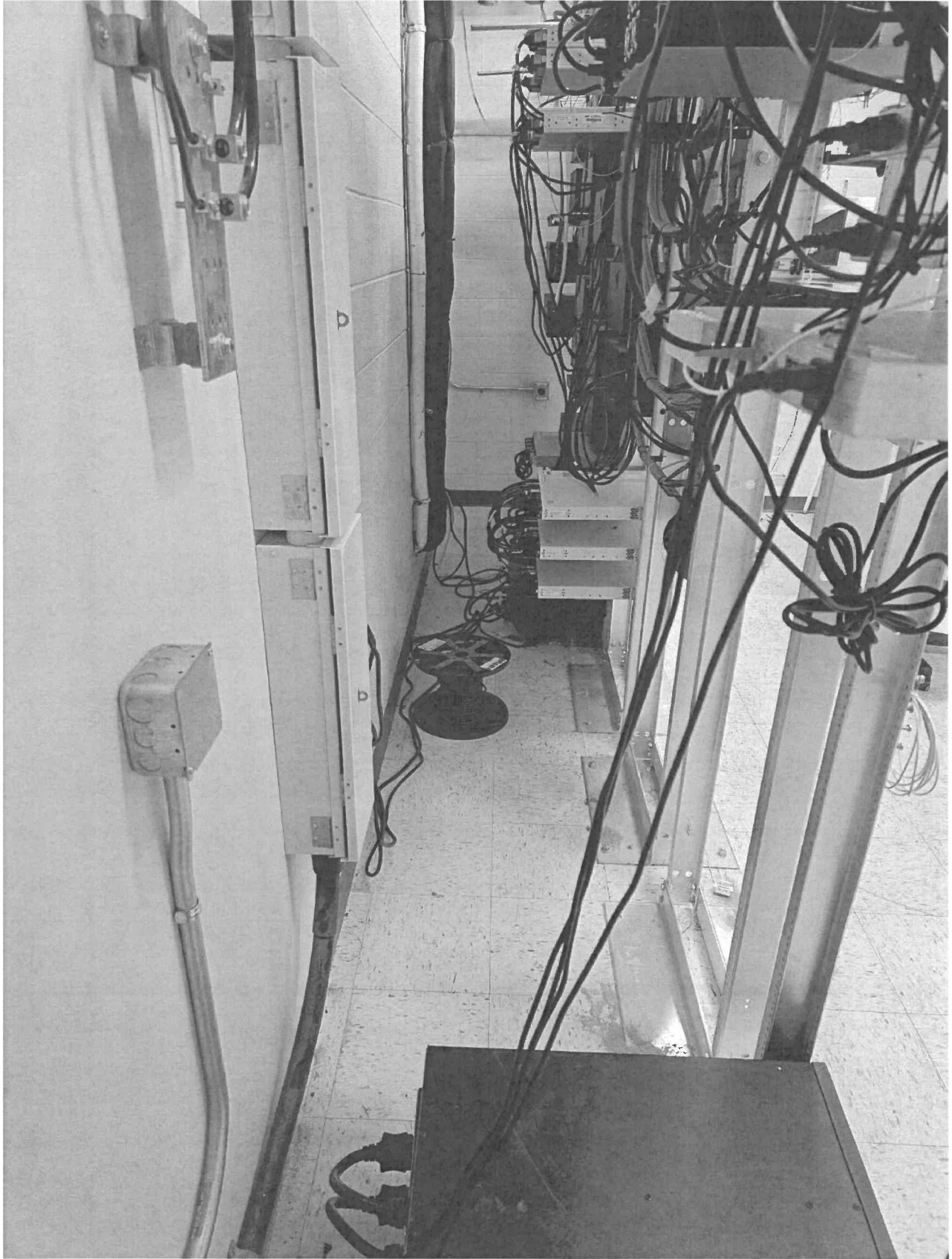


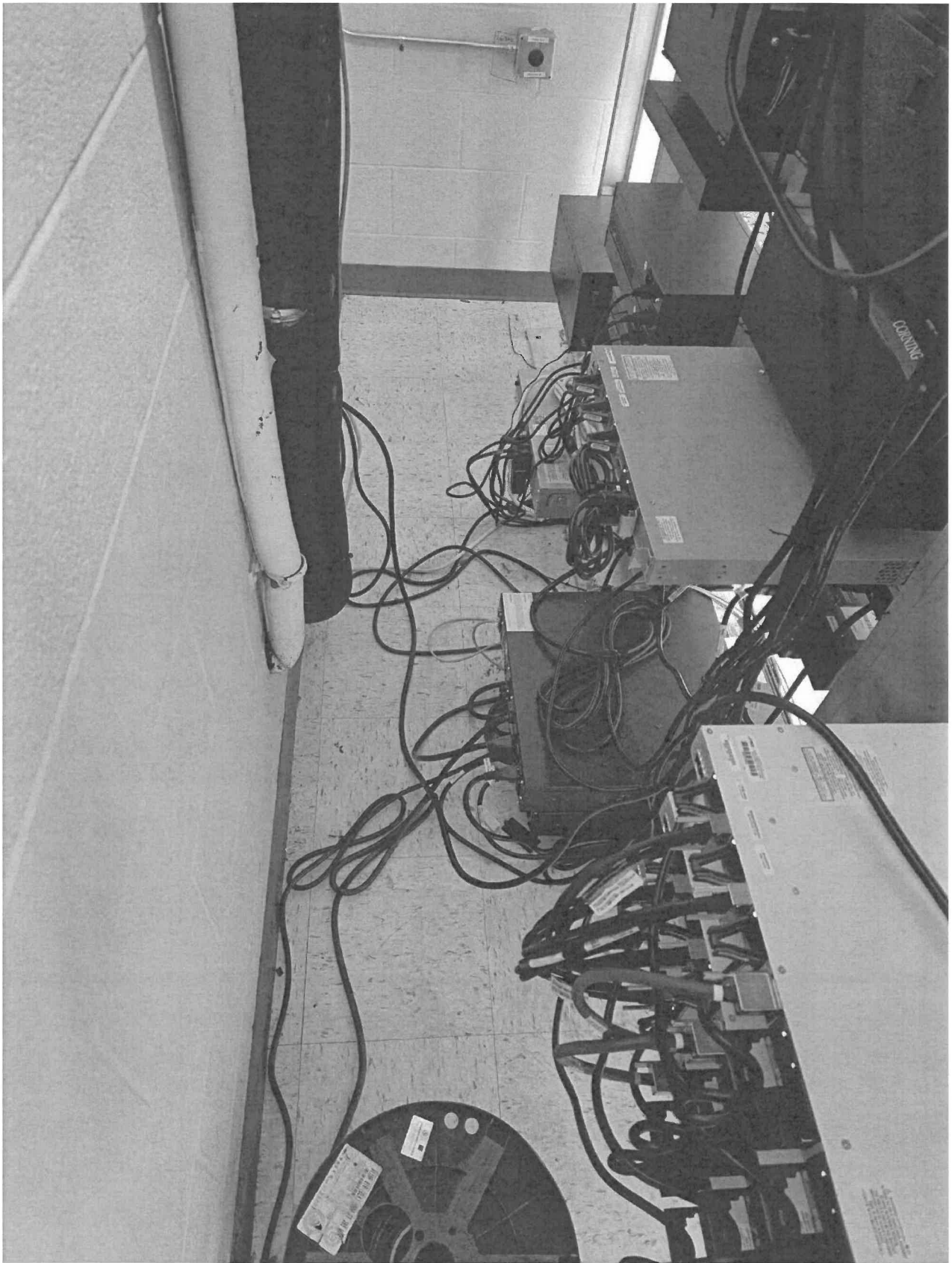


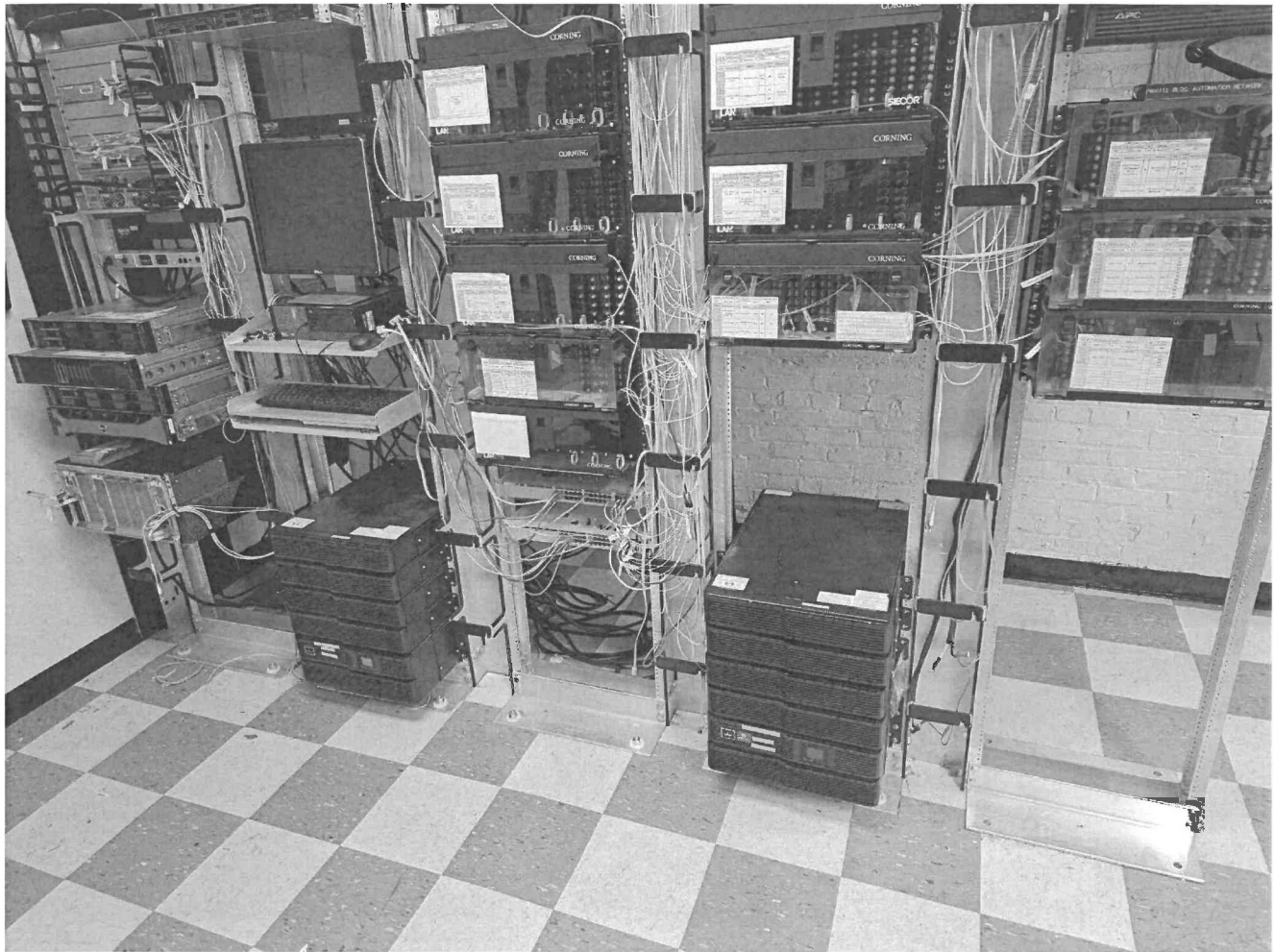


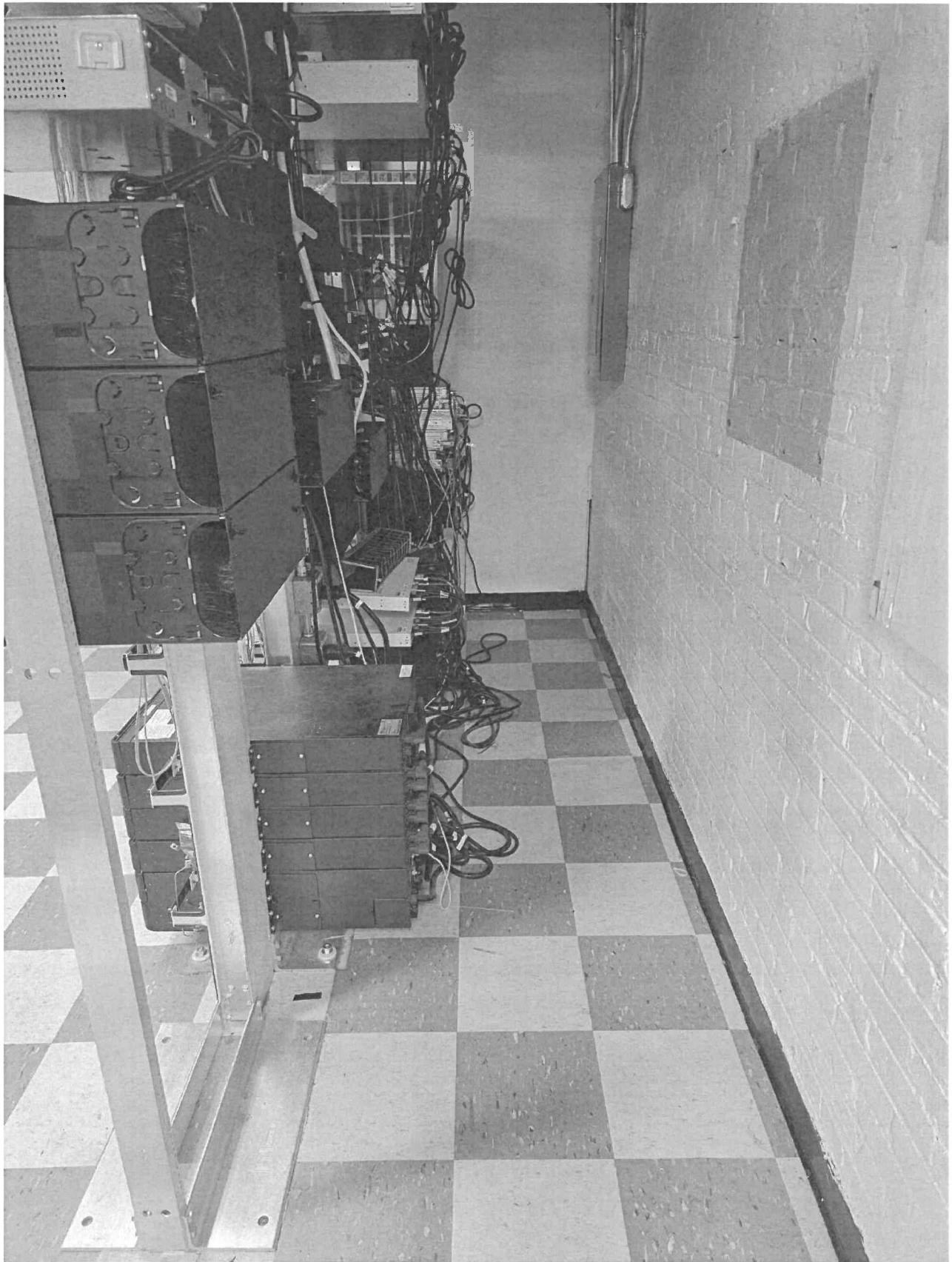


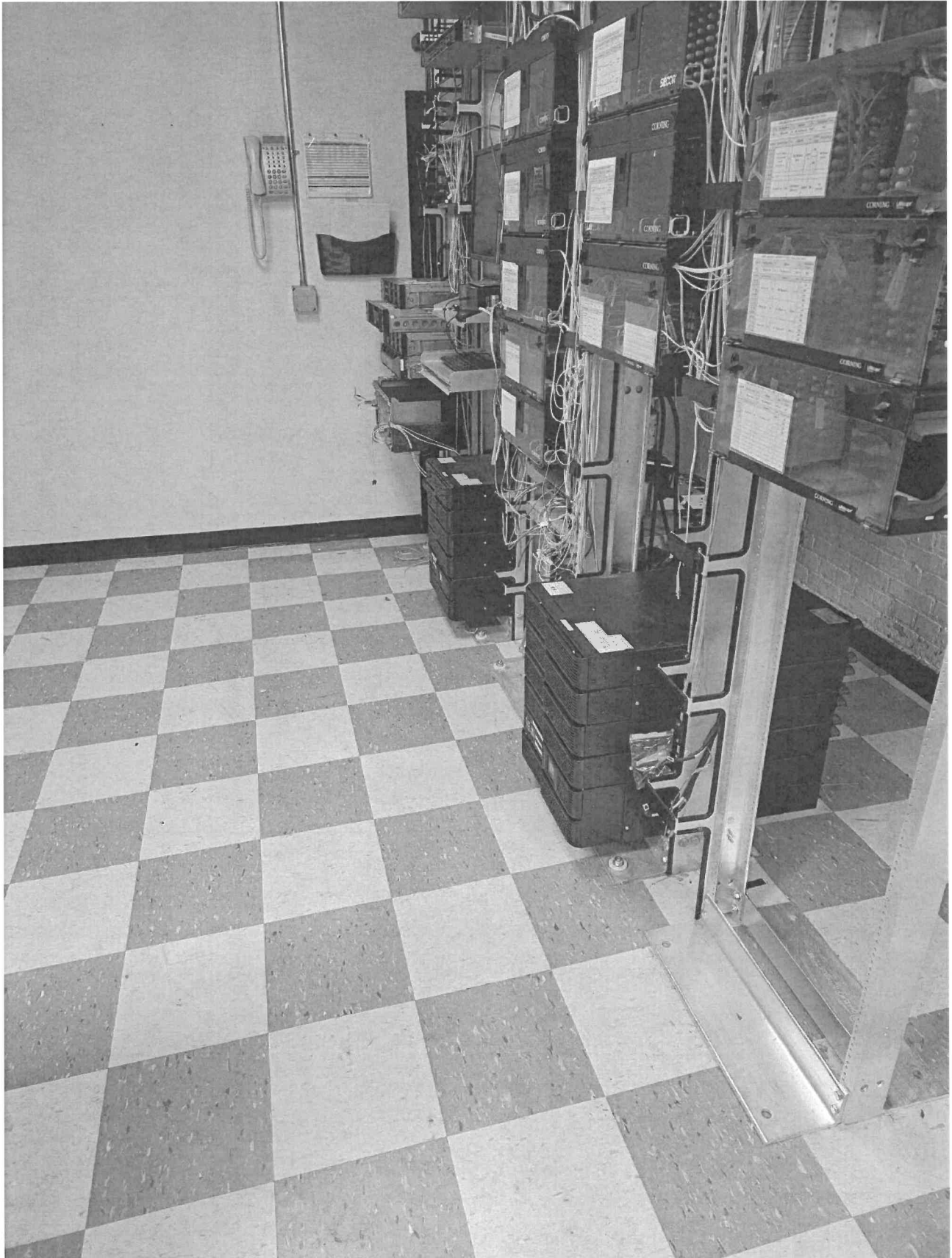












Signify receipt of this addendum by initialing “*Addendum # \_\_\_\_\_*” on the signature page of your proposal.

Sincerely,

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