

**Contract # UCPUMW 20-1123
Pool Maintenance**

This contract, effective 1 November 2020, by **ENDLESS SUMMER**, hereinafter called the “Contractor” and the Commonwealth of Virginia, University of Mary Washington called the, “University” or “UMW”.

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

PERIOD OF CONTRACT: 1 November 2020 – 31 October 2021 with four (4) one-year options that if exercised will extend the term to 31 October 2025.

CONTRACT DOCUMENTS: The contract documents shall consist of in order of precedence:

1. This signed Contract;
2. The Contractor’s proposal dated 15 August 2020, including changes dated 16 September 2020 and 9 October 2020.
3. Any addenda and the original solicitation, RFP # UCPUMW 20-1123 , dated 10 March 2020 to include:
 - a. The Statement of Needs
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions

All of which are incorporated herein by reference and constitute the “contract documents.” Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

STATEMENT OF NEEDS: The Contractor shall furnish all labor, supervision, equipment, tools, parts, materials, and transportation necessary to perform monthly inspections, maintenance, chemical testing, and emergency or on call repair services required by the University for the 6-lane, 25 yard swimming pool located in Goolrick Hall. The University may request quotes under the terms and conditions of the resulting contract for purposes of upgrading, updating or modernization of the existing facilities, inclusive of pool.

Monthly Pool Maintenance: The Contractor shall be responsible for identifying and complying with the manufacturer standards and specifications when applicable within this section. Contractor shall also be responsible for:

- Complete three (3) weekly maintenance visits to be conducted on non-consecutive days, unless otherwise requested with 24 hours’ notice.
- Perform the maintenance between the hours of 8 a.m. and 5 p.m.
- Attend one scheduled meeting each month with a representatives of the University’s Campus Recreation professional staff during regular business hours to discuss the status of the pool.
- Complete and provide a written report to a Campus Recreation professional staff member either digitally or hardcopy that shall include:
 - i. Chemical levels
 - ii. Services performed
 - iii. Description of parts installed and reason for replacement
 - iv. The names of the chemicals used and amount of each

- v. The total hours per visit
- Complete the Swimming Pool Chemical Testing Log and reports per national code requirements.
- Perform tests for chlorine, pH balance, alkalinity, calcium hardness, and total dissolved solids per manufacturer standards.
- Complete a backwash as needed per manufacturer's standards.
 - i. Minimum backwash standard: 296 Gallons per Minute (GPM)
 - ii. Maximum backwash rate: 394 Gallons per Minute (GPM)
- Check the Neptune-Benson CO2 feed system for proper operation per manufacturer's specifications.
- Calibrate chemical controller as needed per manufacturer's specifications.
- Provide chemicals as needed for proper operation of pool in accordance with the Virginia State Health Department Code.
- Fill chlorine feeder as needed per manufacturer's specifications.
- The Contractor shall also be responsible for Preventative Maintenance and Inspection of UV system and all equipment listed in the attached equipment list, to include pool vacuum.

Recommended Chemical Levels

The Contractor shall ensure the following chemical ranges are maintained within the swimming pool:

Chemicals	Recommended Range for Pool
Chlorine	2 – 3 ppm
pH	7.4 – 7.6
Alkalinity	80 – 120 ppm
Calcium Hardness	200 – 400 ppm
Total Dissolved Solids (TDS)	1000 – 2000mg/liter

- The swimming pool shall be provided with satisfactory equipment for the determination of hydrogen-ion concentration (pH) ranging from 6.8 to 8.0. Satisfactory equipment shall also be provided for the determination of residual chlorine content ranging from 0.0 to 1.0.
- The chlorination equipment shall be operated so as to maintain a free chlorine residual content of not less than 0.5 ppm at all points throughout the swimming pool water when there are bathers present.

Repairs: The Contractor shall provide repair service on demand as required and requested by the University. Repair services shall be performed in accordance with the following:

- Contractor shall provide to the University a "not-to-exceed" written price estimate, when requested, for the repair work. The price estimate shall include the number of man-hours and itemized cost for materials.
- If the Contractor is unable to perform the repair within the required period of time as specified by the University, or if the Contractor's price estimate is considered unreasonable, the University reserves the right to obtain the repairs from other sources.
- Work shall not commence on the repair until written authorization is received by the Contractor from the University.
- Contractor shall perform all on-demand non-emergency corrective maintenance within twenty-four (24) hours from receipt of maintenance request.
- Repair work performed by Contractor that, upon inspection, is not acceptable to the University, shall have the repair completed at no cost to the University.
- Damage to equipment caused by the Contractor's negligence shall be repaired by either the Contractor or, if Contractor cannot make the repair, by the designated manufacturer's representative.

Emergency Repairs:

- A quick response to emergency repair requests from the University is of the utmost importance. The Contractor shall have qualified personnel at the site of the needed repair within two (2) hours from the time the call for the emergency repair is received by the Contractor.
- The Contractor shall provide a written estimate to complete the repair and must obtain prior written authorization by UMW to proceed with the repair.
- Equipment emergency repairs performed by the Contractor will not require a written estimate. However, the UMW Contract Administrator must be notified of the cost prior to commencing work on the repair.
- UMW reserves the right to request bids for repairs, modifications and/or equipment replacement from other sources.
- Procedures for After Hours Emergency Requests:
 - After hours Emergency requests are defined as a phone call to the Contractor, from a University representative, for service between the hours of 5:00 p.m. and 8:00 a.m., Monday through Friday. Weekend emergency requests are defined as a phone call to the Contractor, from a University representative, between the hours of 5:00 p.m. Friday until 8:00 a.m. Monday.
 - For an after hour emergency, Contractor shall, upon receiving notification from the University of an emergency, have a technician on site within four (4) hours.
 - The Contractor shall report to the University Police Department to obtain a Contractor Key Ring for access, and a Contractor Identification badge for each employee who will be working on campus.
 - The Contractor shall return the badge(s) and keys to the Campus Police upon completion of each day's work.
 - A ticket showing hours worked and a list of material used for the repair shall be either provided at the site immediately at the completion of repairs, or by 4:00 p.m. the next business day scanned and emailed or faxed to the Contract Administrator.

Material and Workmanship:

- All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer rebuilt or used parts may be authorized by the University on a case-by case basis, provided each part is warranted for the same period and under the same conditions as the new part.
- Contractor shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of the equipment. A list of equipment is provided in Attachment B.
- All parts and materials provided under this contract shall be provided at the Contractor's actual list price minus discount as proposed by Contractor in the pricing section of the proposal.

Qualifications:

- Contractor shall be appropriately licensed to manage chemicals except for C02.
- Minimum three years' experience with pool maintenance.
- Contractor's personnel shall be experienced technicians, properly trained and qualified to perform the required services, testing, maintenance, repair and installation type of pool and equipment located within Goolrick Hall. The list of equipment is provided within Attachment B.
- Personnel shall have a thorough knowledge of standard practices, materials, regulatory codes and the ability to efficiently use the tools, equipment and materials of the trade.
- Contractor's personnel shall be uniformed and display a visible picture ID while on campus.

CONTRACT ADMINISTRATION:

- A. The Assistant Director of Campus Recreation Fitness, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services, and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

COVID-19 PROCEDURES

All workers that are symptomatic, diagnosed with Covid-19, or who are under order to self-quarantine or self-isolate shall not report to work. Workers that exhibit symptoms while at work, shall be directed to leave immediately. Workers shall practice social distancing, mask wearing, and frequent hand-washing. For work activities that require close contact, alternative methods shall be incorporated and/or appropriate PPE shall be utilized. Hand cleaner and sanitizer shall be made available by the contractor at all times for workers. Any area in which a symptomatic or infected worker has had contact shall be cleaned by the employer in accordance with appropriate guidelines before being occupied again. All guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed at all times. In addition, before commencing work on UMW Campus, all contractor employees shall complete the daily self-assessment and be granted approval for work for each day.

CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

- A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <https://vascupp.org/rules.pdf>), 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.
- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the 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 UMW. 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.
- C. UMW 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 UMW 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.

PRICING:

<u>Service</u>	<u>Price</u>
ATGW1501220 UV Lamp (MP15D) 480V Systems	\$645.00
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ATGW3200791 ECF-SK2 Quad Ring Seal Kit	\$245.00
ATGW6636500 ECF Filter Mat	\$ 75.00
ATGW6636500 ECF Filter Mat	\$ 75.00
ECF-215-6 MCM3606K9 Anode	\$ 49.38
Shipping	\$ 60.00
Service-clean chamber, clean quartz tubes, change bulbs, clean UV window, change wiper seals, change compression seals (estimated at 4 hours at contracted service rate).	\$750.00
Service 2- clean chamber, clean quartz tubes, and inspect bulbs, clean UV window, change wiper seals, change compression seals (estimated at 4 hours at contracted service rate).	\$750.00
Calibrate and simulate ORP mv signal, pH signal, and temp signal to test input card with BECS HRC simulator/tester. Test probes with HRC. Clean ORP/PH/temp/and CP-I chlorine probe. Test relays. Test flow switch. Services does not include any parts. Parts needed for repair or replacement will be quoted before service.	\$500.00
Calibrate and simulate ORP mv signal, pH signal, and temp signal to test input card with BECS HRC simulator/tester. Test probes with HRC. Clean ORP/PH/temp/and CP-I chlorine probe. Test relays. Test flow switch. Services does not include any parts. Parts needed for repair or replacement will be quoted before service.	\$500.00
Pulsar Briquettes, 50 lbs (\$130.00/each, estimated usage of 48)	\$6,240.00
Pulsar Acid Cleaner, 12x 1 liter (\$195.00/each, estimated usage of 4)	\$ 780.00
Enduro Vac annual service-includes PMS kit	\$ 875.00
Monthly Service Fee—includes the monthly meeting with aquatic staff assuming to be at the same time of scheduled weekly maintenance which will take place 3 days per week. Includes labor and necessary materials to comply with the requirements identified in the Statement of Needs. Assumes a fluctuation in chemical usage and cost. Covers factory technician for all mechanical room equipment.	\$4,074.60
Technician: Hourly Regular Time: \$105.00 Hourly Overtime: \$195.00	
Supervisor: Hourly Regular Time: \$140.00 Hourly Overtime: \$180.00	
Discounted Percentage Off List Price for Parts= 5%	
Discount Offered for Payment net 16 ePayables payment terms = 2%	

CONTRACT ADMINISTRATION:

The Director of Campus Recreation Fitness, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services, and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding [Required General Terms and Conditions](#) of this Solicitation which are a mandatory part of the resulting contract.

SPECIAL TERMS AND CONDITIONS:

ADDITIONAL (FUTURE) GOODS & SERVICES: The University reserves the right to request from the Contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

- a. 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.
- b. The University 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 University a credit for any savings. Said compensation shall be determined by one of the following methods:
- c. By mutual agreement between the parties in writing; or
- d. 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 University's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- e. 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 University with all vouchers and records of expenses incurred and savings realized. The University 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 University within thirty (30) days from the date of receipt of the

written order from the University. 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 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 University or with the performance of the contract generally.

CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS: The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all Contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.

- a. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
- b. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.
- c. UMW reserves the right to audit a Contractor's background check process at any time.
- d. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
- e. Screens shall include:
- f. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history; DOJ Sex Offender Search and individual evaluation of results County Criminal Search for all identified counties.

CONTINUITY OF SERVICES: The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:

- a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- c. That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- d. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (120) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- e. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

CONTROLLING VERSION: The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University. **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.

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.

E-VERIFY PROGRAM: EFFECTIVE 12/1/2013: Pursuant to the Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth 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 such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

FRATERNIZATION: The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any Contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the Contractor's employee from University property, at minimum, and/or result in contract termination.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the University as an agency of 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.

INDEPENDENT CONTRACTOR RELATIONSHIP: In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

INSTALLATION: All items must be assembled and set in place, ready for University use. All crating and other debris must be removed by the Contractor from the premises.

NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service, or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:
Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor:
Attn:
ADDRESS LINE 1
ADDRESS LINE 2

OPERATING VEHICLES ON UMW CAMPUS: Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.

OWNERSHIP OF MATERIALS: Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the Contractor to provide a substitute item of equivalent or better-quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the Contractor.

RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

RENEWAL OF CONTRACT: This contract may be renewed by the University upon written agreement of both parties for eight (8) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 120 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term. Justification for a proposed price increase by the Contractor shall be documented and submitted to the University's Contract Administrator for consideration.

STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, Contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia. http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html.

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the goal of the University 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 (DSBSD) 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 DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD 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 DSBSD 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 procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

a. 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 University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification 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 University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

b. Each prime contractor who wins an award valued over \$200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

TITLE IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY: The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

WORK SITE USE: The Contractor expressly undertakes, either directly or through its subcontractors:

- a. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
- b. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
- c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
- e. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
- f. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

METHOD OF PAYMENT:

The Contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

- A. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the Contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all Contractor business expenses will be built into the Contractor's quoted price. If the Contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
- B. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
- C. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

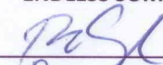
To be considered eligible for payment, all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers:

University of Mary Washington
Attention: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401

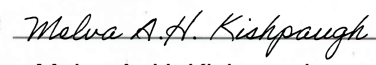
Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

ENDLESS SUMMER

Signature: 
Printed Name: Rich Henderson
Title: President
Date: 10/20/20
FEI/FIN#: 20-3421453
Phone: 703-955-0835
Email: rich@endlesssummeraquatics.com

UNIVERSITY OF MARY WASHINGTON

Signature: 
Printed Name: Melva A. H. Kishpaugh
Title: Director, Procurement Services
Date: October 20, 2020

**ATTACHMENT A
EQUIPMENT LIST**

Equipment/Part	Brand Name	Manufacturer	Part Number
Pump			
Co2 Feeder	Neptune-Benson		
Chlorine Feeder	Pulsar System 140		
Chlorine Monitor	BECS Technology	Becsys5	1100167C
C02 feeder	Neptune Benson	CAT # VFA 6 SSV	
Ultraviolet Disinfection System	ETS UV Technology	ETS UV Technology	ECF-215-6 Model
Water Filter	Neptune Benson	Neptune Benson	(2)4848SHFFGSD-6

ATTACHMENT B- SWAM SUBCONTRACTING SPEND REPORTING

FORM LOCATED ON UMW PROCUREMENT SERVICES WEBSITE
<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

The screenshot shows the University of Mary Washington Procurement Services website. The header includes the university name and navigation links for Students, Faculty & Staff, Alumni, and Give. The main navigation bar lists various procurement services, with 'Vendors' highlighted. A dropdown menu for 'Vendors' is open, showing options like 'Vendor Resources', 'Vendor Policies and Guidelines', 'Current Bids & Proposals', 'SWaM and Non-SWaM Reporting' (highlighted with a red box and an arrow), and 'Vendor Feedback'. Below the navigation bar, there's a section for 'QUICK LINKS' and a large image of a building. The main content area is titled 'SWaM Subcontractor Reporting' and explains that this form is used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend. The form fields include: 'Vendor *' (text input), 'Contract Number' (text input), 'Name *' (split into 'First' and 'Last' text inputs), 'Email *' (text input), and 'Select Reporting Method *' (radio buttons). Red arrows point to the 'SWaM and Non-SWaM Reporting' menu item, the 'Upload Spreadsheet/Document' radio button, and the 'Manual Input' radio button, which is accompanied by the text 'Manually type information for each sub-contractor'.

UNIVERSITY OF MARY WASHINGTON

Administration and Finance

Procurement Services

Laws, Policies and Procedures | Buyer Resources | SPCC | Technology Purchases | **Vendors** | UMW Supplier Expo

Forms
DSBSD – SWaM
Contracts
Contact Us

QUICK LINKS

Vendor Resources
Vendor Policies and Guidelines
Current Bids & Proposals
SWaM and Non-SWaM Reporting
Vendor Feedback

SWaM Subcontractor Reporting

This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend.

Vendor * **Contract Number**

Please enter the name of the COMPANY Please enter the CONTRACT NUMBER

Name *

First Last

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

☐ Upload Spreadsheet/Document ☐ Manual Input

Upload Document - Excel or Word only

Manually type information for each sub-contractor