University of Mary Washington
Procurement Services

Standard Contract

Contract Number UCPUMW 23-1424
On-Demand Electrical Services (Term/Cooperative Contract)

This contract, effective upon 1 September 2022 by Key Electric Services, Inc. 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 September 2022 through 31 August 2023 with four (4) one-year renewal options that if exercised will extend the term to 31 August 2027.

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

1. This signed Contract;
2. The Contractor's proposal dated 4 August 2022 including all attachments;
3. The original solicitation, RFP # UCPUMW 23-1424 , dated 12 July 2022.

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.

SCOPE OF WORK: The contractor shall furnish all labor, supervision, licensure, transportation, material, tools, equipment, supplies and incidentals required to perform electrical services for the University and its allied areas on an "as needed" time and materials basis in accordance with the terms and conditions and specifications set forth herein. Types of facilities where work will be performed shall consist of, but not be limited to, office buildings, residence halls, classrooms, common areas, cafeterias, gymnasiums, laboratories, auditoriums, museums, libraries, equipment shops, material storage buildings, to name a few. Projects executed against this contract shall not exceed $250,000 for any one project. The splitting or combining of projects to avoid or abuse this limit is prohibited. Types of electrical services include, but are not limited to:

- Installing conduit of all type, pulling wire and installing motor controllers, power and lighting panels, outside parking lot lighting (which may require a bucket truck), lighting devices, motors, receptacles, switches, etc. using all types of wiring devices. Installing power sources and pulling necessary cables for computers and related equipment. Other minor electrical renovations and construction projects to install, repair, or replace.

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Employee Qualifications:

1. Electrician/Supervisor:
   Distinguishing features of the work: Performs Master Level Electrical Work with responsibility for determining work methods to be used in accomplishing assignments. Plans working details and follows sketches, electrical diagrams, and/or blueprints. Routine supervision of one or more assistants should be expected.

   Example of Duties: Plan and perform work according to required code. Installs all type of lighting Fixtures. Installs all type of electrical panels, conduits, wiring, troubleshooting normally Performed by Master Level Electrician. Performs other electrical related duties as may be assigned.

   Requirements of Craft: Master Electrician License to be submitted by the Contractor when requested by the Agency. Prior experience of five (5) years or more with the same or other electrical companies.

2. Electrician/Wireman Journeyman:
   Distinguishing features of the work: Performs Master Level Electrical Work with responsibility for determining work methods to be used in accomplishing assignments. Plans working details and follows sketches, electrical diagrams, and/or blueprints.

   Example of Duties: Plan and perform work according to the required code. Installs all types of lighting fixtures. Installs all types of electrical panels, conduits, wiring, troubleshooting normally performed by Journeyman Level Electrician. Perform other electrical related duties as may be assigned.

   Requirements of Craft: Journeyman/Master Electrician License to be submitted by the Contractor when requested by the Agency. Prior experience of two (2) years or more with the same or other electrical companies. Equipment operators shall be fully trained on all equipment and have all required local, state or federal certifications or licenses.

General Requirements:

1. Contractor Cards (non-photo ID cards): All contractors entering residence halls and/or administrative buildings must visibly wear a special ID card. Special non-photo ID cards shall bear the name of the issuing University Department (e.g. Facilities Services) and a sequential number. Department Heads will provide an approved list of contractors to the University Police for access to Campus Buildings. ID cards will be issued by the University Police and will only be issued to the contractors who are on the pre-approved department list. Cards must be returned to the University Police Department upon completion of work. Contractors are responsible for the replacement of lost cards. Department Heads will advise the number of cards needed for contractors connected to their departments.

2. The Contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor, and supervise the Contractor's employees, ensuring adherence to the work schedule and quality of work. One supervisor shall be appointed as the main contact for the Owner's Representative. The supervisor shall be able to speak and read English fluently. It is expected that this person will report to the Owner's Representative or their designee

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daily when work is being performed under this contract. This person shall also carry a cell phone. A University radio and charger may be issued to the supervisor at the beginning of the contract work and it shall be returned in the same condition at the end of the contracted work. A 24-hour contact number shall be provided to the University from the Contractor.

3. The supervisor shall be responsible for all keys assigned to unlock spaces and for the security of the building. Supervisors shall not leave spaces open when not working that area. Keys shall be picked up each work day from the location designated by the University. Keys are to remain on campus at all times and shall be returned to the designated location at the end of each work day. Contractor is responsible for replacement of lost keys and/or re-keying, if necessary, at no additional cost to the University.

4. The supervisor shall be responsible for the conduct and performance of the Contractor's employees, in addition to being in compliance with the following rules:

- Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on University premises.
- No loud, boisterous or rude conduct shall be permitted.
- Contractor's employees shall not use or tamper with office machines, equipment, and personal property of University employees or students at any time.
- Contractor's employees shall not use University telephones at any time.
- No smoking or vaping is permitted inside the buildings.
- No radios, portable music sources, or the use of residence hall televisions shall be permitted.

5. Unauthorized Personnel: The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any person unless said person is an authorized Contractor employee performing work under the contract.

6. Uniforms: Contractor employees shall be uniformed in readily identifiable clothing at all times when performing work under this contract. Uniforms shall be provided by the Contractor at no cost to the University.

7. Procedures for **Normal Working Hours Emergency Service Call**:

- Requests for electrical services shall originate from and shall be coordinated by the Facilities Services Department of the University. During normal business hours, 8:00am to 4:30pm, Monday through Friday, the Contractor shall check in at the Facilities Services Department prior to the beginning of work, provide the University with its supervisor's name, and return to check-out at the Facilities Services Department upon completion of the work. Work receipt(s) shall be checked-in and checked-out by a designated Facilities Services Department employee.
- The Contractor shall obtain from the University Police Department, 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 upon completion of each day's work.
- The Contractor shall have a service technician on site **within two (2) hours of receiving a call for service**.

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8. Procedures for **After Hours Emergency Call:**

- After Hours Emergency calls are defined as calls for service between the hours of 4:30pm and 8:00am, Monday through Friday. Weekend emergency calls are defined as calls for service between the hours of 4:30pm Friday until 8:00am Monday.
- Contractor shall, upon notification from the University of an emergency, have a technician on site **within two (2) hours of receiving the call**.
- The Contractor shall report to the University Police Department to pick up Contractor Identification Work Badge(s) and Contractor Key Ring.
- Once the Contractor has made the necessary repairs, they are to return the Contractor Identification Badge(s) and keys to the University Police Department.
- The Contractor will provide to Facilities Services the next working day a work ticket showing hours worked and materials used.

9. Procedures for **Project Work:**

- Within one (1) workday of receipt of a telephone or written request from the University, the Contractor shall visit the designed work site, receive a detailed description of the work to be performed, and scrutinize the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished, amount of labor needed, the nature of the materials and parts required (if applicable) and the need for highly specialized equipment (if required).
- Within one (1) workday of the site visit, the Contractor must delivery, at no charge to the University, a binding written estimate indicating the cost to complete a specific job along with a proposed work schedule. Contractor's compensation for specific job shall not exceed the written binding estimate provided by the Contractor. The University reserves the right to reject any written estimate which it deems, in its sole discretion, to be too high.
- Upon approval of the estimate by the University, verbal approval and a requisition number shall be given to the Contractor to proceed with the work. An eVA purchase order shall follow, incorporating the Contractor's estimated cost and the agreed upon starting and completion dates. All work shall be completed within the time set forth in the eVA purchase order.
- Failure to meet the response time requirements established without the University's prior written concurrence may result in the Contractor being considered in default of the Terms and Conditions of the contract.
- Contractor shall coordinate the markings of all utilities by UMW and Miss Utility and submit notification tickets or numbers to UMS's project manager.

10. **Contractor Responsibilities:**

- The Contractor shall provide an on call number to the University that will enable 24-hour service, 365 days a year.
- The Contractor shall be responsible for providing the appropriate tools, equipment, and skilled personnel required to accomplish the work and for adequately supervising them during the performance of the task to assure that the work is accomplished in compliance with applicable NEC laws, ordinations, rules, regulations and codes, including OSHA requirements, and any dated version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect during the contract

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period. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's electrical, fire protection and life safety systems or any other building's features that will overload or render useless any circuit or groups of circuits.

- The Contractor shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules, regulations, and codes and are compatible with pre-existing electrical materials and equipment of the building(s) involved.
- The Contractor shall provide for the Owner's Representative a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide the University with maintenance manuals and parts lists for all equipment installed. All "as built" drawings and wiring diagrams, maintenance manuals, and parts lists shall be delivered to the University upon completion of the work and prior to final payment.

11. **Use of Premises:**

- On or about the premises and adjacent areas, the Contractor shall cause all apparatus, storage or materials and activities of workmen to be confined to the limits indicated by law, ordinances, permits, and the directions of the Owner's Representative and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not unduly interfere with the progress of the work or the work of any other Contractor.
- The Contractor shall be responsible for repairing or replacing any work damaged by his operation within five (5) days after notification by the Owner's Representative of damages found to any work at the site.
- It shall be the responsibility of the Contractor to report to the Owner's Representative any damages found prior to any work at the site.

12. **Access to and Inspection of Work:**

- The Owner, their agents, any public authority, and their representative shall at all times have access to the work, wherever it is in preparation or progress. Contractor shall provide safe facilities for such access and for inspection.
- If the contract documents, the Owner's or their agent's instructions, laws, ordinances, or regulations of any public authority require any work to be tested or approved, Contractor shall give the Owner or their agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or their agent or other proper authorities, be uncovered for examination at the Contractor's expense.

13. **Record of Service:**

- All work performed under this contract shall be supported by daily job tickets prepared by the Contractor.
- Job tickets shall be on the Contractor's format as approved by the University.
- Each job ticket shall reflect the daily job site activity to include:
  - Time of arrival
  - Actual productive hours worked (not including lunch or other breaks) per employee
  - Departure Time
  - Number and types of craftsmen on the job
  - Brief description of work performed

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- Complete list of all materials used or parts replaced (if Contractor supplied)
- The job tickets shall be authenticated daily by the Owner's Representative or their designee at the job site.

14. **Parts and Materials:**

- All parts and materials selected by the Contractor shall be approved by the Owner's representative prior to application.
- The University shall reimburse the Contractor at the Contractor's actual invoiced cost for parts and materials installed during the performance of electrical services at the University.
- The University reserves the right to provide materials and/or parts.

PRICING:

Worker Type	Work Schedule Type	FULLY LOADED LABOR RATE*
Electrician/Supervisor	Emergency Normal Hours	$96.00
Electrician/Supervisor	Emergency After Hours	$107.00
Electrician/Supervisor	Project Work	$87.00
Electrician/Wireman Journeyman	Emergency Normal Hours	$52.00
Electrician/Wireman Journeyman	Emergency After Hours	$57.00
Electrician/Wireman Journeyman	Project Work	$47.00
Parts and Materials discounted at:		0%

*Fully Loaded Rate = The labor rate should include costs associated with labor, supplies, overhead expenses, processing fees (i.e., credit card), administrative support, eVA fees, travel expenses, and profit. No additional charges will be permitted.

CONTRACT ADMINISTRATION:

A. The Senior Director of Plant Operations and Contract Services, 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.

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X. 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: https://adminfinance.umw.edu/procurement/umw-terms-conditions/

XI. SPECIAL TERMS AND CONDITIONS:

ADDITION AND/OR DELETION OF COVERED BUILDINGS: Without penalty, during the contract period, buildings may be acquired, and new buildings constructed or renovated; which would necessitate addition or deletion of these buildings from the contract.

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.

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.

ASBESTOS: Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

AS BUILT DRAWINGS: The contractor shall provide the University a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the University upon completion of the work and prior to final payment.

CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

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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 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:
   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 University'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 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.

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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:
    i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
    ii. DOJ Sex Offender Search and individual evaluation of results
    iii. County Criminal Search for all identified counties.

CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars ($120,000) or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is seven hundred and fifty thousand dollars ($750,000) or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for ten thousand dollars ($10,000) or more but less than one hundred and twenty thousand dollars ($120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars ($150,000) and seven hundred and fifty thousand dollars ($750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars ($1,000) or more but less than ten thousand dollars ($10,000), or if the contractor does less than $150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors.

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.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - 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 affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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.

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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.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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.

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ECOLABELS AND STANDARDS: The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with identifying and procure environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the EPA site. The various Ecolabels, as identified by the EPA, are provided below:



ELECTRONIC DOCUMENTATION & COMMUNICATION: When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the University; or transmitted via a thumb drive. Proprietary or personally identifiable information shall be encrypted. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited.

ELECTRONIC WASTE DISPOSAL: Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.

EMERGENCY RESPONSE NOTIFICATION: In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.*

ENVIROMENTALLY FRIENDLY PACKAGING: Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.

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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.

EXTRA CHARGES PROHIBITED:
The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

FAIR EMPLOYMENT CONTRACTING ACT: In accordance with **§ 2.2-4201**, during the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin 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, including the names of all contracting agencies with which the contractor has contracts of over $10,000.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that such provisions shall be binding upon each subcontractor or vendor.

FIRE MARSHALL REQUIREMENT: Absolutely no items are to be left/stored in hallways, stairways or blocking any egress.

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.

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FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER: Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:



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.

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.

INSPECTION: All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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.

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MINIMUM INSURANCE COVERAGES AND LIMITS:

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 requirements 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).

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) REGULATION COMPLIANCE: Contractor's storage of motorized or hydraulic equipment on the UMW campus, either overnight or for a longer period of time, must utilize an absorptive spill pad (to isolate and contain small drips or leaks that may occur) with complete coverage beneath the vehicle or equipment undercarriage.

NON-ASSIGNMENT: Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

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 (for deliveries within the continental U.S.), 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: J. Mulloy
11344 Tulip Lane
King George, VA 22485

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

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).

2. To Subcontractors:
   a. A contractor awarded a contract under this solicitation is hereby obligated:
      i. 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
      ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

3. 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.
   a. 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.

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i. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

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.

PROCUREMENT MANUAL: This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at http://vascupp.org.

PROHIBITION OF HAZARDOUS MATERIALS: The use of hazardous material is prohibited in support of this Contact. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

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 four (4) successive one year periods, under the terms of the current contract, and at a reasonable time prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term and any upward adjustment of pricing is limited to CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

SAFETY: The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

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.

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SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. 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 bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/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 bidder/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 bids or 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.
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 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.
3. 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.

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. http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

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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.

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.

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.

UNDERSTANDING OF REQUIREMENTS: Your signature on your proposal submission certifies your understanding of the following:

1. 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.
2. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
3. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its proposal submission or to the contract.

USE OF RECHARGEABLE BATTERIES: Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.

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 University by any other clause of this solicitation.

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WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor categories, the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall maintain an "hours worked" log adequate for the contract administrator to confirm labor hours.

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:

1. 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.
2. 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.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
5. 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.
6. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

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XII. 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

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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.

KEY ELECTRIC SERVICES, INC.		UNIVERSITY OF MARY WASHINGTON	
Signature:		Signature:	Melva A. H. Kishpaugh Digitally signed by Melva A. H. Kishpaugh Date: 2022.08.23 16:13:09 -04'00'
Printed Name:	JAMES MULLOY	Printed Name:	Melva A. H. Kishpaugh
Title:	VICE PRESIDENT	Title:	Director, Procurement Services
Date:	8-21-2022	Date:	August 23, 2022
FEI/FIN#:	20 0725176		
Phone:	540-226-2152		
Email:	JMULLOY@KEYELECTRIC SERVICES.COM		

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