

Standard Contract

**Contract #UCPUMW 25-1873
Environmental Controls Maintenance and Repair**

This contract, between Johnson Controls, hereinafter called the “Contractor”, and the Commonwealth of Virginia, University of Mary Washington, called the “University” or “UMW”, shall become effective July 1, 2025.

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

PERIOD OF CONTRACT: July 1, 2025 through June 30, 2026, with five (5) one-year renewal options.

CONTRACT DOCUMENTS: The contract shall consist of the following documents *in order of precedence*, all of which are incorporated herein by reference, and constitute the “contract documents”:

1. This signed Contract;
2. Any addenda and the original solicitation, RFP # UCPUMW 25-1873, dated April 2, 2025 to include:
 - a. The Statement of Needs
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions;
3. The Contractor’s proposal dated 12 May 2025 (“Proposal”) including all attachments;

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.

I. SCOPE OF SERVICES: The Contractor agrees to provide the following services:

The Contractor shall furnish all labor, materials, tools, and equipment required to perform Building Environmental Maintenance, Repair, Design and Installation for the University and its allied areas on an “as needed” basis in accordance with the terms and conditions set forth herein.

1. **Minimum Requirements:** Responsible Technology Service Providers must, at a minimum, meet the following requirements:
 - a. Have adequate financial resources or the ability to obtain such resources as required during the performance of this contract. This can be documented through Dun and Bradstreet Rating or financial documentation adequate to support capacity to cover all costs incurred for a minimum of 90 days to accommodate average billing and payment cycle.
 - b. Evidence of ability to comply with the required performance schedule, taking into consideration all existing business commitments.
 - c. Documentation supporting satisfactory record of past performance.
 - d. Identification of necessary personnel and management capability to perform the contract.
 - e. Documentation to support qualification as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements.
 - f. The Technology Service Provider shall be a primary manufacturer-owned Main or Branch Office that is regularly engaged in the engineering, programming, installation and service of Technology Systems of similar size, scope and complexity to those specified for this Contract.

- g. The Technology Service Provider shall be a recognized national manufacturer, installer and service provider of Technology Systems. Distributors, Manufacturer's Representatives and Wholesalers are not acceptable.
- 2. **Examples of types of maintenance, repair, design and installation services are identified, but not limited to, those identified below:**
 - a. Recalibrating VAV boxes, calibrating total building systems and performing total building environmental control maintenance.
 - b. Installing additional controls on buildings to increase energy savings.
 - c. Troubleshooting and repair of existing and new building environmental control systems.
 - d. Provide 24-hour emergency service, 7-days per week, 365 days per year, on-call service.
- 3. **Employee Qualifications:**
 - a. **Service Project Engineer** Examples of Duties include:
 - i. Development and Writing of Operation Sequences
 - ii. Creation of submittals based on Owner Information
 - iii. Estimating Projects
 - iv. General Graphics
 - v. Selecting Hardware and Software Appropriate for Project
 - vi. Inspect, Review and Survey
 - vii. Investigate/Troubleshoot inquiries from remote location when needed.
 - b. **Building Automation Technician/Programmer** Examples of Duties include:
 - i. Install, configure, program and commission hardware/software
 - ii. Deliver functional system
 - iii. Develop operation programs.
 - c. **BAS Service/Project Technician:** Examples of Duties include:
 - i. Preventative Maintenance
 - ii. Retrofit Projects and Additions
 - iii. Repair, Replace and Adjust Components of BAS.
 - d. **BAS Service/Project Technician Helper:** Examples of Duties include:
 - i. Assist with Preventative Maintenance
 - ii. Assist with Retrofit Projects and Additions
 - iii. Assist with Repairs and Replace and Adjust Components of BAS.
 - e. **Control Electrician:** Examples of Duties Include:
 - i. Demo, Mount and Install Control Wiring
 - ii. Install Electrical Circuits to Power BAS.
 - f. **Administrative Support:** Examples of Duties Include:
 - i. Handling appropriate paperwork and communication with customer for invoicing
 - ii. Maintaining complete files on all transactions involving the University.
- 4. **Reporting and Delivery Requirements:**
 - a. Vendor/Contractor Cards: All vendors/contractors entering Campus Buildings (academic, residence halls, administrative buildings, museums, etc. must visibly wear a special ID card. Special ID cards shall bear the name of the issuing University Department (i.e., Facilities Services) and a sequential number and all individuals authorized access must be on the UMW-approved list of contractors and vendors maintained by University Police. Cards must be returned to the University Police Department upon completion of work. Vendors/contractors are responsible for the replacement costs of lost cards.

- b. The Contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor, and supervise Contractor employees, ensuring adherence to the work schedule and quality of work. One supervisor shall be designated 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 his designee daily when work is being performed under this contract. The personal 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 contracted work. A 24-hour contact number shall be provided to the University from the Contractor.
 - c. 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 in an area. Keys shall be picked up each workday 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 workday. The Contractor is responsible for replacement of lost keys and/or re-keying, as necessary, at no additional cost to the University.
 - d. Unauthorized Personnel: Contractor employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under this contract.
 - e. 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.
5. **Procedures for Normal Working Hours Emergency Service Calls:**
- a. Requests for services shall originate from and shall be coordinated by the Facilities Services Department of the University. During normal business hours, 8:00AM to 5:00PM, 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 Service Department upon completion of work. Work receipt(s) shall be checked in and checked out by a designated Facilities Services Department employee.
 - b. 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.
 - c. The Contractor shall have a service technician on-site within two (2) hours of receiving a call for service.
6. **Procedures for After-Hours Emergency Calls:**
- a. After Hours Emergency calls are defined as calls for service between the hours of 5:00PM and 8:00AM, Monday through Friday. Weekend emergency calls are defined as calls for service between the hours of 5:00PM Friday until 8:00AM Monday.
 - b. Contractor shall, upon notification from the University of an emergency, have a technician on site within two (2) hours.
 - c. The Contractor shall report to the University Police Department to pick up Contractor Identification badge(s) and Contractor Key Ring.
 - d. Once the Contractor has made the necessary repairs, they are to return Contractor Identification Badge(s) and keys to the University Police Department.
 - e. The Contractor is to email: Alica Osborne, aosborne@umw.edu, Facilities Services no later than the next working day a work ticket showing hours worked and materials used.
7. **Procedures for Project/Maintenance Work:**
- a. Within one (1) workday of receipt of a telephone or written request from the University, the Contractor shall visit the designated work site, receive a detailed description of the work to be performed and

examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished, amount and type of labor needed, the nature of the materials and parts required (if applicable), and the need for highly specialized equipment, if required.

- b. Within one (1) workday of the site visit, the Contractor must deliver, at no charge to the Agency a binding written estimate indicating the cost to complete the specific job along with proposed work schedule. Contractor's compensation for a 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 opinion, to be too high.
- c. Upon approval of the estimate by the Agency, verbal approval and a requisition number shall be given to the Contractor to proceed with the work. An Agency 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 Agency Purchase Order.
- d. Failure to meet the response time requirements established above without the Agency's prior written concurrence may result in the Contractor being considered in default of the Terms and Conditions of this contract.

8. **Contractor Responsibilities:**

- a. The Contractor shall provide an on-call number to the University that will enable 24-hour service 365 days a year.
- b. The Contractor shall be responsible for providing the appropriate tools, equipment, and skilled personnel required to accomplish the work for adequately supervising during the performance of the task to assure that work is accomplished in compliance with all applicable NEC laws, ordinances, 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 period. All work performed under this contract shall be accomplished 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 features that will overload or render useless any circuit or groups of circuits.
- c. 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.
- d. 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 using Agency with the 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 using Agency upon completion of the work and prior to final payment.

9. **Use of Premises:**

- a. On or about the premises and adjacent areas, the Contractor shall cause all apparatus, storage of 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 work or the work of any other Contractor.
- b. The Contractor shall be responsible for repairing or replacing any work damage by his operation within five (5) days after notification by the Owner's Representative of damages found to any work at the site.
- c. 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.

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

- a. The Owner, and his agents, any public authority and their representatives shall at all times have access to the work, wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access and for inspection.
- b. If the contract documents, the Owner's or his 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 his 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 his Agent or other proper authorities, be uncovered for examination at Contractor's expense.

11. Record of Service:

- a. All work performed under this contract shall be supported by daily job tickets prepared by the Contractor.
- b. Job tickets shall be on the Contractor's format approved by the University.
- c. Each job ticket shall reflect the daily job site activity to include:
 - i. Time of arrival
 - ii. Actual productive hours worked (not including lunch or other breaks) per employee.
 - iii. Departure time
 - iv. Number and Types of Craftsmen on the job
 - v. Brief Description of Work Performed
 - vi. Complete list of all materials used or parts replaced (if Contractor supplied).
 - vii. The Job Tickets shall be authenticated daily by the Owner's Representative or his designee at the Job Site.

12. Parts and Materials:

- a. All parts and materials selected by the Contractor shall be approved by the Owner's Representative prior to application.
- b. The University shall reimburse the Contractor at list price, minus a discounted percentage.
- c. The University reserves the right to provide materials and/or parts.

- II. PRICING:** In accordance with the Contractor's Proposal, the prices include equipment, materials, labor and any add-on costs (credit card fees, eVA fees, etc.). The Contractor shall provide the services in compliance with the Statement of Needs and Terms and Conditions contained herein. Travel time shall not be considered as a separate rate and is included in the price, or hourly labor rate as applicable. Hours billed will be limited to those hours actually performing assigned work, not including travel time. The Price Table is found on the following page.

Price Table

Category	Classification	Quantities Hrs/Total	Fully Loaded Labor Rate	Total
Service/Project Engineer	Emergency/Normal Hours	20	\$ 227.70	\$ 4,554.00
	Emergency/After Hours	20	\$ 341.55	\$ 6,831.00
	Project Work	20	\$ 227.70	\$ 4,554.00
Building Automation Technician/Programmer	Emergency Normal Hours	20	\$ 227.70	\$ 4,554.00
	Emergency/After Hours	20	\$ 341.55	\$ 6,831.00
	Project Work	20	\$ 227.70	\$ 4,554.00
BAS Service/Project Technician	Emergency Normal Hours	20	\$ 227.70	\$ 4,554.00
	Emergency/After Hours	20	\$ 341.55	\$ 6,831.00
	Project Work	20	\$ 227.70	\$ 4,554.00
BAS Service/Project Technician Helper	Emergency Normal Hours	20	\$ 227.70	\$ 4,554.00
	Emergency/After Hours	20	\$ 341.55	\$ 6,831.00
	Project Work	20	\$ 227.70	\$ 4,554.00
Administrative Support		4	\$150	\$ 600
Parts and Materials billed at Contractors List Price Minus Discount		\$10,000	50 %	\$5,000
TOTAL				\$ 69,356.00

III. **CONTRACT ADMINISTRATION:** The UMW HVAC Supervisor, 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.

IV. **GENERAL TERMS AND CONDITIONS:** Please refer to the link to follow regarding [Required General Terms and Conditions](#) of this Contract.

V. **SPECIAL TERMS AND CONDITIONS:**

1. **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.

2. **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.
3. **BULK DELIVERIES:** To avoid single item deliveries, the University and Contactor shall work together to ensure bulk shipments are utilized to the maximum extent possible.
4. **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.
5. **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:
 - i. By mutual agreement between the parties in writing; or
 - ii. 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.
6. **CONTINUITY OF SERVICES:**
 - a. 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:
 - i. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - ii. 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
 - iii. 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.
 - b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) 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.

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.

7. **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 the Subcontractor 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 that individual's employment on UMW property and should have no bearing on the Contractor's employment of any individual outside of UMW properties.

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.

8. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** Contractor certifies that this firm/employees and any subcontractors are properly licensed/certified for providing the goods/services specified, and shall remain properly licensed during the life of the contract. Additionally, Contractor understands that I may be asked to provide proof of this licensure at any time by the University, if so requested.

9. **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.

10. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:**

It is the intent of this contract is 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, the resultant contract will be extended to the entities indicated in the paragraph above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business

goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

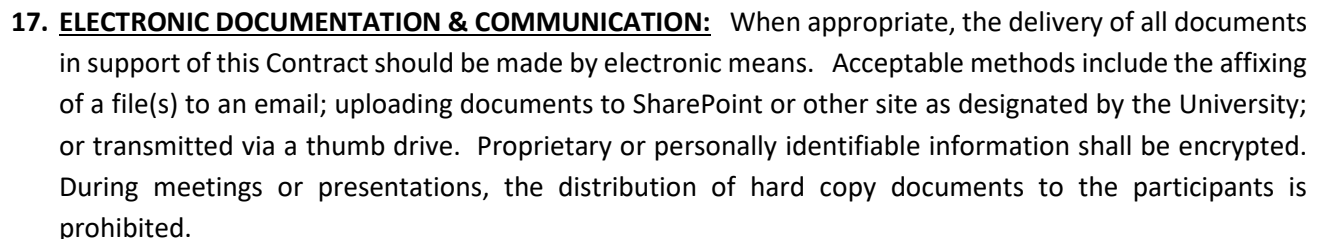
The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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.

11. **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.
12. **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.
13. **DELIVERY VEHICLE IDLING:** While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.
14. **DISCRIMINATION, DISPARATE TREATMENT or HOSTILE WORK ENVIRONMENT:** 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 any protected groups, classes or other categories to which they belong or are perceived to belong. These protected categories include race, ethnicity, national origin, age, pregnancy, disability, religion, veterans, gender, gender expression, or sexual orientation/identification. 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. <https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policyguides/soc-policy-1-60-attachment-a-offenses.pdf> Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.
15. **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 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

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 during the performance of the contract.

16. ECOLABELS AND STANDARDS: The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with the identification and procurement of 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:



Page 10 of 13

- 19. 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.
- 20. 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.
- 21. 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.
- 22. EXTRA CHARGES PROHIBITED:** Contract prices 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 Contractor for the use of a University charge card for payment of invoices, or any order-associated eVA fees. Note Credit Card Fees, if proposed, are limited to 3%.
- 23. FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with § 2.2-4200 and § 2.2-4201, during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.
- 24. 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.
- 25. FRATERNIZATION:** 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.
- 26. 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.

- 27. 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.
- 28. 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a. 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.
- b. Employer's Liability - \$100,000.
- c. 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.

VI. METHOD OF PAYMENT/PAYMENT TERMS: The contractor shall be paid using one of the following methods for all University initiated procurements:

- 1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through 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 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
- 2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
- 3. 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 physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent


to invoices@mail.umw.edu. The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).

UNIVERSITY OF MARY WASHINGTON
Attn: 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.

JOHNSON CONTROLS

Signature:  _____

Printed Name: Eric Gauker

Title: Branch Service Manager

Date: 6/19/2025

Phone: 866-272-6406

Email: eric.gauker@jci.com

UNIVERSITY OF MARY WASHINGTON

Signature: _____

Printed Name: Melva Kishpaugh

Title: Director, Procurement Services

Date: June 26, 2025

SOLICITATION

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: 2 April 2025

RFP NUMBER & TITLE: RFP UCPUMW 25-1873, Environmental Controls Maintenance and Repair

PROPOSAL DUE DATE & TIME: 5 May 2025 , No Later than 2PM
NOTE: Proposals received after the due date and time cannot be accepted.

PROPOSAL DELIVERY ADDRESS: University of Mary Washington
Procurement Services / Reference RFP UCPUMW 25-1873
Eagle Village Executive Offices, Suite 480
1125 Emancipation Hwy., Fredericksburg, VA 22401

WORK LOCATION: ☒ All Campuses ☐ Fredericksburg ☐ Stafford ☐ Dahlgren
92830/Cooling Heating and Ventilation System Maintenance and Repair
91036/Heating, Ventilation and Air Conditioning Maintenance and Repair
(including installation)
92522/Control Systems Engineering

COMMODITY CODE(S):

PRE-PROPOSAL CONFERENCE: ☐ Optional ☐ Mandatory ☒ N/A **DATE & TIME:**

PRE-PROPOSAL LOCATION:

CONTRACT OFFICER: Patricia A. Canciglia **EMAIL:** pcancigl@umw.edu

1 June 2025 through 31 May 2026 with five (5) one-year renewal options that if

PERIOD OF CONTRACT: exercised will extend the term to 31 May 2031.

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete. By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be made to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: _____

Address of Offering Firm: _____

[DSBSD](#) Certification No.: _____ Expiration Date: _____

eVA ID: _____ Tax ID: _____

Email: _____ Telephone: _____

Website: _____ Fax: _____

Submitted By (Print Name & Title): _____

Signature (In Ink): _____ **Date:** _____

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

- I. **QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after **1 May 2025, Close of Business**.
- II. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the goods/services described herein must reach the Proposal Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time to be considered. **It is the responsibility of the offeror to ensure that the proposal is received on time.**
 - A. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
 - B. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
 - C. *UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.*
- III. **ADDENDA:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.
- IV. **INCLEMENT WEATHER/SUSPENDED SCHEDULE:** Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or (540) 654-2424.
- V. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/default.aspx> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts> will be used to house relevant procurement documents, including winning offeror's proposal.

TABLE OF CONTENTS

I.	PURPOSE	4
II.	ORGANIZATIONAL OVERVIEW	4
III.	BACKGROUND	4
IV.	CONTRACT PARTICIPATION (COOPERATIVE CONTRACT)	4
V.	SMALL, WOMAN-OWNED, AND MINORITY-OWNED (SWAM) PARTICIPATION	5
VI.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	5-6
VII.	STATEMENT OF NEEDS	6-10
VIII.	CONTRACT ADMINISTRATION	11
IX.	EVALUATION AND AWARD CRITERIA	11-12
X.	GENERAL TERMS AND CONDITIONS	12
XI.	SPECIAL TERMS AND CONDITIONS	12-25
XII.	SUPPLIER ONBOARDING AND METHOD OF PAYMENT	25
ATTACHMENTS:		
A.	Proposal Submission Checklist (Must be Submitted with Offeror's Proposal)	26
B.	Vendor Data Sheet (Must be Submitted with Offeror's Proposal)	27-29
C.	Pricing Schedule (Must be Submitted with Offeror's Proposal)	30
D.	Small Business Subcontracting Plan (Must be Submitted with Offeror's Proposal)	31-32

I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to establish contracts with certified Building Automated Control Service Contractors to provide maintenance, repair, design and installation on the University's Trane, Johnson Controls, Siemen and Automated Logic building environmental control systems and chiller repair on an as-needed basis for equipment owned by the University of Mary Washington. It is intended for the resulting contracts to include cooperative language for the benefit of all public bodies and other entities referenced herein for similar services/support for their operation.

II. ORGANIZATION OVERVIEW:

Founded in 1908, the University of Mary Washington, is a premier, selective, coeducational, public liberal arts institution that offers rigorous academics in small classroom settings, innovative master teachers, a supportive campus community that values honor and integrity, and a civically, socially, and intellectually engaged community. Located within the Commonwealth of Virginia in Fredericksburg, UMW resides within an hour's drive of both the nation's Capital of Washington, D.C. and the State Capital of Richmond, offering students unique opportunities for internships, research excursions, and recreation. The University currently consists of three colleges for Arts and Sciences, Business, and Education, and two additional campuses: one in Stafford, VA and the other in Dahlgren, VA. For more information about the University of Mary Washington: <http://www.umw.edu/about/>.

III. BACKGROUND:

UMW is currently under contract with Siemens, Trane, Automated Logic and Johnson Controls for as-needed services with contract expiration of 30 June 2025. Estimated annual spend for these services is \$182,000.

The University will not guarantee actual contract usage in any amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.

IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES: (This clause shall be incorporated into the final Contract.)

- 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/about>), 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.

V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:

It is the policy of the Commonwealth of Virginia to contribute to establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Proposal Requirements - The University reserves the right to:
 - accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
 - waive minor informalities,
 - issue a lowered evaluation of the proposal for failure to submit all information requested,
 - negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. *This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.*

2. Protection of Trade Secrets/Proprietary Information: The Virginia Freedom of Information Act "FOIA" requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below.

If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and,
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content but blacks out any protected information not appropriate for public release. *If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.*

The designating of an entire proposal document, line-item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as proprietary and/or confidential, the proposal will be rejected.

3. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. *Oral presentations are an option of the university and may not be conducted. Therefore, proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise the proposal after submission.*

4. **Number of Proposals Required:** Two (2) printed originals and one (1) electronic media version (DVD, CD, Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (DVD, CD, Flash Drive) clearly marked redacted copy must be submitted if required by the vendor.
5. **Proposal Formatting and Content:** Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be:
 - Prepared simply and economically, with the ability to be recycled
 - Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
 - Dual-side printed where practical
 - Bound in a single volume where practical
 - Straightforward and concise
6. **Limited Contact:** To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.

B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items within the proposal:

1. Complete and return **SIGNED** RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
2. Complete Attachment C, Vendor Data Sheet with supporting documentation (resumes of individuals assigned to work under any resulting contract).
3. Complete Attachment D, Pricing Schedule.
4. Complete Attachment E, Subcontracting Plan.
5. Provide a Copy of your Certificate of Insurance.
6. Identify any exceptions taken to the Terms and Conditions of this RFP.
7. Any other information the Offeror believes will help the University to fairly evaluate their proposal.

Please review the Proposal Submission Checklist attached to this RFP prior to submission.

VII. STATEMENT OF NEEDS:

The Contractor shall furnish all labor, materials, tools, and equipment required to perform Building Environmental Maintenance, Repair, Design and Installation for the University and its allied areas on an "as needed" basis in accordance with the terms and conditions set forth herein.

1. **Minimum Requirements:** Responsible Technology Service Providers must, at a minimum, meet the following requirements:
 - a. Have adequate financial resources or the ability to obtain such resources as required during the performance of this contract. This can be documented through Dun and Bradstreet Rating or financial documentation adequate to support capacity to cover all costs incurred for a minimum of 90 days to accommodate average billing and payment cycle.

- b. Evidence of ability to comply with the required performance schedule, taking into consideration all existing business commitments.
 - c. Documentation supporting satisfactory record of past performance.
 - d. Identification of necessary personnel and management capability to perform the contract.
 - e. Documentation to support qualification as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements.
 - f. The Technology Service Provider shall be a primary manufacturer-owned Main or Branch Office that is regularly engaged in the engineering, programming, installation and service of Technology Systems of similar size, scope and complexity to those specified for this Contract.
 - g. The Technology Service Provider shall be a recognized national manufacturer, installer and service provider of Technology Systems. Distributors, Manufacturer's Representatives and Wholesalers are not acceptable.
2. **Examples of types of maintenance, repair, design and installation services are identified, but not limited to, those identified below:**
- a. Recalibrating VAV boxes, calibrating total building systems and performing total building environmental control maintenance.
 - b. Installing additional controls on buildings to increase energy savings.
 - c. Troubleshooting and repair of existing and new building environmental control systems.
 - d. Provide 24-hour emergency service, 7-days per week, 365 days per year, on-call service.
3. **Employee Qualifications:**
- a. **Service Project Engineer** Examples of Duties include:
 - i. Development and Writing of Operation Sequences
 - ii. Creation of submittals based on Owner Information
 - iii. Estimating Projects
 - iv. General Graphics
 - v. Selecting Hardware and Software Appropriate for Project
 - vi. Inspect, Review and Survey
 - vii. Investigate/Troubleshoot inquiries from remote location when needed.
 - b. **Building Automation Technician/Programmer** Examples of Duties include:
 - i. Install, configure, program and commission hardware/software
 - ii. Deliver functional system
 - iii. Develop operation programs.
 - c. **BAS Service/Project Technician:** Examples of Duties include:
 - i. Preventative Maintenance
 - ii. Retrofit Projects and Additions
 - iii. Repair, Replace and Adjust Components of BAS.
 - d. **BAS Service/Project Technician Helper:** Examples of Duties include:
 - i. Assist with Preventative Maintenance
 - ii. Assist with Retrofit Projects and Additions
 - iii. Assist with Repairs and Replace and Adjust Components of BAS.
 - e. **Control Electrician:** Examples of Duties Include:
 - i. Demo, Mount and Install Control Wiring
 - ii. Install Electrical Circuits to Power BAS.
 - f. **Administrative Support:** Examples of Duties Include:
 - i. Handling appropriate paperwork and communication with customer for invoicing
 - ii. Maintaining complete files on all transactions involving the University.

4. **Reporting and Delivery Requirements:**

- a. Vendor/Contractor Cards: All vendors/contractors entering Campus Buildings (academic, residence halls, administrative buildings, museums, etc. must visibly wear a special ID card. Special ID cards shall bear the name of the issuing University Department (i.e., Facilities Services) and a sequential number and all individuals authorized access must be on the UMW-approved list of contractors and vendors maintained by University Police. Cards must be returned to the University Police Department upon completion of work. Vendors/contractors are responsible for the replacement costs of lost cards.
- b. The Contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor, and supervise Contractor employees, ensuring adherence to the work schedule and quality of work. One supervisor shall be designated 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 his designee daily when work is being performed under this contract. The personal 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 contracted work. A 24-hour contact number shall be provided to the University from the Contractor.
- c. 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 in an area. Keys shall be picked up each workday 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 workday. The Contractor is responsible for replacement of lost keys and/or re-keying, as necessary, at no additional cost to the University.
- d. Unauthorized Personnel: Contractor employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under this contract.
- e. 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.

5. **Procedures for Normal Working Hours Emergency Service Calls:**

- a. Requests for services shall originate from and shall be coordinated by the Facilities Services Department of the University. During normal business hours, 8:00AM to 5:00PM, 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 Service Department upon completion of work. Work receipt(s) shall be checked in and checked out by a designated Facilities Services Department employee.
- b. 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.
- c. The Contractor shall have a service technician on-site within two (2) hours of receiving a call for service.

6. **Procedures for After-Hours Emergency Calls:**

- a. After Hours Emergency calls are defined as calls for service between the hours of 5:00PM and 8:00AM, Monday through Friday. Weekend emergency calls are defined as calls for service between the hours of 5:00PM Friday until 8:00AM Monday.

- b. Contractor shall, upon notification from the University of an emergency, have a technician on site within two (2) hours.
 - c. The Contractor shall report to the University Police Department to pick up Contractor Identification badge(s) and Contractor Key Ring.
 - d. Once the Contractor has made the necessary repairs, they are to return Contractor Identification Badge(s) and keys to the University Police Department.
 - e. The Contractor is to email: Alica Osborne, aosborne@umw.edu, Facilities Services no later than the next working day a work ticket showing hours worked and materials used.
7. **Procedures for Project/Maintenance Work:**
- a. Within one (1) workday of receipt of a telephone or written request from the University, the Contractor shall visit the designated work site, receive a detailed description of the work to be performed and examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished, amount and type of labor needed, the nature of the materials and parts required (if applicable), and the need for highly specialized equipment, if required.
 - b. Within one (1) workday of the site visit, the Contractor must deliver, at no charge to the Agency a binding written estimate indicating the cost to complete the specific job along with proposed work schedule. Contractor's compensation for a 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 opinion, to be too high.
 - c. Upon approval of the estimate by the Agency, verbal approval and a requisition number shall be given to the Contractor to proceed with the work. An Agency 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 Agency Purchase Order.
 - d. Failure to meet the response time requirements established above without the Agency's prior written concurrence may result in the Contractor being considered in default of the Terms and Conditions of this contract.
8. **Contractor Responsibilities:**
- a. The Contractor shall provide an on-call number to the University that will enable 24-hour service 365 days a year.
 - b. The Contractor shall be responsible for providing the appropriate tools, equipment, and skilled personnel required to accomplish the work for adequately supervising during the performance of the task to assure that work is accomplished in compliance with all applicable NEC laws, ordinances, 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 period. All work performed under this contract shall be accomplished 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 features that will overload or render useless any circuit or groups of circuits.
 - c. 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.
 - d. 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 using Agency with the 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 using Agency upon completion of the work and prior to final payment.

9. **Use of Premises:**

- a. On or about the premises and adjacent areas, the Contractor shall cause all apparatus, storage of 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 work or the work of any other Contractor.
- b. The Contractor shall be responsible for repairing or replacing any work damage by his operation within five (5) days after notification by the Owner's Representative of damages found to any work at the site.
- c. 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.

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

- a. The Owner, and his agents, any public authority and their representatives shall at all times have access to the work, wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access and for inspection.
- b. If the contract documents, the Owner's or his 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 his 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 his Agent or other proper authorities, be uncovered for examination at Contractor's expense.

11. **Record of Service:**

- a. All work performed under this contract shall be supported by daily job tickets prepared by the Contractor.
- b. Job tickets shall be on the Contractor's format approved by the University.
- c. Each job ticket shall reflect the daily job site activity to include:
 - i. Time of arrival
 - ii. Actual productive hours worked (not including lunch or other breaks) per employee.
 - iii. Departure time
 - iv. Number and Types of Craftsmen on the job
 - v. Brief Description of Work Performed
 - vi. Complete list of all materials used or parts replaced (if Contractor supplied).
 - vii. The Job Tickets shall be authenticated daily by the Owner's Representative or his designee at the Job Site.

12. **Parts and Materials:**

- a. All parts and materials selected by the Contractor shall be approved by the Owner's Representative prior to application.
- b. The University shall reimburse the Contractor at list price, minus a discounted percentage.
- c. The University reserves the right to provide materials and/or parts.

VIII. CONTRACT ADMINISTRATION:

- A. The Director of Maintenance 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.

IX. EVALUATION AND AWARD CRITERIA

- A. Evaluation Criteria - Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value	Notes
Corporate Capability to Meet Outlined Requirements	20	(a)
Proposed Key Personnel Capability to Meet Outlined Requirements	20	(b)
Positive Past Performance. Desired that examples include Higher Ed Environment.	20	(c)
Participation of Small, Women-Owned and Minority (SWAM) Business (Subcontracting Plan)	20	(d)
Price to include competitiveness of proposed rates (including hourly rates), offered discounts, rebates, scholarships, internships or sponsorships.	20	(e)
Total	100	

Notes:

- (a) Corporate Capability: Demonstrated ability to provide all labor, materials, tools and equipment. Adequate financial resources. Demonstrated capability to meet contract schedule requirements based on existing business commitments. Demonstrated status as established firm regularly engaged in appropriate business industry. Demonstrated Technology Service Provider that is a primary manufacturer-owned Main or Branch Office and recognized national manufacturer, installer and service provider of Technology Systems capable of providing types of services outlined in Statement of Needs.
- (b) Proposed Key Personnel: Quantity and demonstrated training and skills for proposed key personnel to be assigned to this tasking. Resumes will be reviewed against the requirements outlined in the Statement of Needs and assessed based on proposed individuals, their resumes, and the overall skill level of the assigned team.
- (c) Past Performance: The Contractor shall provide letters of reference from three (3) sources demonstrating similar exceptional performance preferably in a Higher Education Requirement.
- (d) Small Business Subcontracting Plan: Points will be prorated based upon demonstrated commitment in the form of specific goals identified for SWAM Subcontracting. Maximum points will be assigned for established DSBSD-registered SWAM vendors.
- (e) Pricing: Demonstrated competitive pricing, offered discounts, rebates, scholarships, internships, sponsorships. Price evaluation will be based on the following:

Category	Classification	Quantities Hrs/Total	Fully Loaded Labor Rate	Total
Service/Project Engineer	Emergency/Normal Hours	20	\$	\$
	Emergency/After Hours	20	\$	\$
	Project Work	20	\$	\$
Building Automation Technician/Programmer	Emergency Normal Hours	20	\$	\$
	Emergency/After Hours	20	\$	\$
	Project Work	20	\$	\$
BAS Service/Project Technician	Emergency Normal Hours	20	\$	\$
	Emergency/After Hours	20	\$	\$
	Project Work	20	\$	\$
BAS Service/Project Technician Helper	Emergency Normal Hours	20	\$	\$
	Emergency/After Hours	20	\$	\$
	Project Work	20	\$	\$
Administrative Support		4		\$
Parts and Materials billed at Contractors List Price Minus Discount		\$10,000	_____ %	
TOTAL				\$

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:

ACCEPTANCE PERIOD: Any offer in response to this solicitation shall be valid for 120 days. At the end of the one hundred and twenty days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the offer shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.

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.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement, the University will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of ten (10) days.

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.

AWARD – RFP: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:

- a separate award of each item,
- an award of a group of items,
- an award either in whole or in part,
- a single award, or
- a multiple award

BULK DELIVERIES: To avoid single item deliveries, the University and Contactor shall work together to ensure bulk shipments are utilized to the maximum extent possible.

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.

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

CONTINUITY OF SERVICES:

1. 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:
 - i. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - ii. 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
 - iii. 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.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) 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.
3. 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.

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 the Subcontractor 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 that individual's employment on UMW property and should have no bearing on the Contractor's employment of any individual outside of UMW properties.
- 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/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods/services specified, and shall remain properly licensed during the life of the contract. Additionally, I understand that I may be asked to provide proof of this licensure at any time by the University, if so requested.

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.

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.

DELIVERY VEHICLE IDLING: While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.

DISCRIMINATION, DISPARATE TREATMENT or HOSTILE WORK ENVIRONMENT: 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 any protected groups, classes or other categories to which they belong or are perceived to belong. These protected categories include race, ethnicity, national origin, age, pregnancy, disability, religion, veterans, gender, gender expression, or sexual orientation/identification. 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. <https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policyguides/soc-policy-1-60-attachment-a-offenses.pdf> Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

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 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 during the performance of the contract.

No employer shall discharge, discipline, or discriminate against an employee for such employee’s lawful use of cannabis oil pursuant to a valid written certification issued by a practitioner for the treatment or to eliminate the symptoms of the employee’s diagnosed condition or disease pursuant to § 54.1-3408.3.

ECOLABELS AND STANDARDS: The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with the identification and procurement of 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.

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.

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.*

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 Contractor for the use of a University charge card for payment of invoices, or any order-associated eVA fees. Note Credit Card Fees, if proposed, are limited to 3%.

FAIR EMPLOYMENT CONTRACTING ACT: In accordance with [§ 2.2-4200](#) and [§ 2.2-4201](#), during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.

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: 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.

IDENTIFICATION OF BID/PROPOSAL ENVELOPE:

The signed bid/proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the bidder/offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or bids/proposals should be placed in the envelope.

_____ Name of Offeror	_____ Proposal Due Date & Time
_____ UMW RFP Number	_____ UMW RFP Title
_____ Street #/Name or P.O. Box #	_____ City, State and Zip Code

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.

INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation 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.

LATE PROPOSALS: To be considered for selection, proposals must be received at the address listed on Page 1 of the solicitation no later than the designated date and hour. The official time used in the RFP is that time on the automatic time stamp machine in the location listed on Page 1 of the solicitation. Proposals received at this location after the date and hour designated are automatically disqualified and will not be considered. It is the sole responsibility of the Offeror to ensure that its proposal reaches the designated receipt location no later than the assigned date and hour.

METHOD OF PAYMENT: The contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through 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 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
3. Check or ACH: Payment will be made (in accordance with the terms of the contract / detail here, or) 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 physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

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: University of Mary Washington
Attn.: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor: {CONTRACTOR NAME}
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.

PAYMENT TERMS:

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. 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.
 - b. 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.
 - c. 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.
 - d. 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.

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>.

PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the University to determine if the product offered meets the requirements. Failure to do so may cause the proposal to be considered nonresponsive.

PROHIBITION OF HAZARDOUS MATERIALS: The use of hazardous material is prohibited in support of this Contract. 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.

QUALIFICATION OF OFFERORS: UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy UMW that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated herein.

QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

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 five (5) successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term and increases are limited to CPI-U Consumer Price Index published increases at the time of renewal.

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.

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.

SOLICITATION COMMUNICATIONS: From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.

SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

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.

SUPPLIER ONBOARDING and METHOD OF PAYMENT: *All awarded Contractors must be [registered with the University](#) in order to receive payment via University-issued check or ACH.* The Contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:
 - a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
 - b. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale., effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
3. UMW Check or ACH: *Payment will be made per the terms of the contract, or 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.*

NOTE: ACH must be set up in advance prior to submittal of any invoices.
<https://www.doa.virginia.gov/reference.shtml#edi>

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

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.

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](#) is available for review on the [Title IX web page](#).

UNDERSTANDING OF REQUIREMENTS: Your signature on your bid/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

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.

XII. SUPPLIER ONBOARDING and METHOD OF PAYMENT: *All awarded Contractors must be [registered with the University](#) to receive payment via University-issued check or ACH.* The Contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:
 - a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
 - b. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale., effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
3. UMW Check or ACH: *Payment will be made per the terms of the contract, or 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.*

NOTE: ACH must be set up in advance prior to submittal of any invoices.
<https://www.doa.virginia.gov/reference.shtml#edi>

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

ATTACHMENT A – PROPOSAL SUBMISSION CHECKLIST

RFP UCPUMW 25-1873 PROPOSAL SUBMISSION CHECKLIST

It is important that the Offeror carefully read through the RFP and provide all required documentation. The proposal MUST be submitted and received on time. Use this checklist as a guide to ensure the proposal is complete before submission.

IMPORTAT DATES AND REMINDERS

- No Questions Accepted After 1 May 2025 Close of Business. All Questions must be directed to Patricia A. Canciglia, pcancigl@umw.edu, (540) 654-1237.
- Proposals are due on 5 May 2025, no later than 2PM. Proposals submitted after the designated date and time as indicated by the Procurement Office clock CANNOT be accepted.
- All proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number (UCPUMW 25-XXX) at a minimum. If sending the proposal by mail, the address to send the proposal can be found on the RFP Cover Page. If you plan to hand deliver your proposal, contact Patricia Canciglia, pcancigl@umw.edu no later than 1 May 2025 to set up date/time for delivery.
- Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.

REQUIRED DOCUMENT SUBMISSION

- Complete and Signed RFP Cover Page.
- Any/All Signed Addenda.
- Electronic Copy of Proposal (Original and Redacted)
- Completed Vendor's Data Sheet, Attachment C and associated documentation (Key Personnel Resume)
- Completed Attachment D, Pricing Sheet.
- Completed Attachment E, Small Business Subcontracting Plan.
- Any exceptions taken to Terms and Conditions.
- Current Certificate of Liability Insurance.
- Any other information the Offeror believes will help to adequately evaluate the Offeror's capabilities and capacity.

ATTACHMENT B – VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your offer non-responsive.

Qualifications: The offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

1. Vendor's Primary Contact:

Name: _____ Phone: _____

2. Years in Business: Indicate the length of time you have been in business providing this type of service:

Years: _____ Months: _____

3. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services. Include the length of service and the name, address and telephone number of the point of contact along with letters of reference.

Company Name: _____

Point of Contact, Phone Number, and Email: _____

Dates of Service: _____

Dollar Value of Contract _____

Company Name: _____

Point of Contact, Phone Number, and Email: _____

Dates of Service: _____

Dollar Value of Contract _____

Company Name: _____

Point of Contact, Phone Number, and Email: _____

Dates of Service: _____

Dollar Value of Contract _____

ATTACHMENT B – VENDOR SHEET CONTINUED

Equipment Price Lists

[illegible]

ATTACHMENT B – VENDOR SHEET CONTINUED

5.Key Personnel Assigned to this Tasking (include resumes for each identified key personnel) below:

Name of Individual	Position Held	Years of Experience	Years with Company

The individuals listed above are expected to be assigned to the work identified in RFP UCPUMW 25-XXX

I certify the accuracy of information submitted for Attachment B (Vendor Sheet):

Signed:_____ Title:_____ Date:_____

ATTACHMENT C: PRICING SCHEDULE

Pricing to include equipment, materials, labor and any add-on costs (credit card fees, eVA fees, etc.). The Offeror agrees to provide the services in compliance with the Statement of Needs and Terms and Conditions contained herein. Travel time shall not be considered as a separate rate and should be included in the base bid price, or the hourly labor rate as applicable. Hours billed will be limited to those hours actually performing assigned work, not including travel time.

Category	Classification	Quantities Hrs/Total	Fully Loaded Labor Rate	Total
Service/Project Engineer	Emergency/Normal Hours	20	\$	\$
	Emergency/After Hours	20	\$	\$
	Project Work	20	\$	\$
Building Automation Technician/Programmer	Emergency Normal Hours	20	\$	\$
	Emergency/After Hours	20	\$	\$
	Project Work	20	\$	\$
BAS Service/Project Technician	Emergency Normal Hours	20	\$	\$
	Emergency/After Hours	20	\$	\$
	Project Work	20	\$	\$
BAS Service/Project Technician Helper	Emergency Normal Hours	20	\$	\$
	Emergency/After Hours	20	\$	\$
	Project Work	20	\$	\$
Administrative Support		4		\$
Parts and Materials billed at Contractors List Price Minus Discount		\$10,000	_____ %	
TOTAL				\$

ATTACHMENT D - SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

DEFINITIONS:

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

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

"Woman-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. *(Code of Virginia, § 2.2-4310)*

Bidder Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT E (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check All That Apply: ☐ Micro Business ☐ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: _____ Expiration Date: _____

Section B

Populate the table below to show your plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W), or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
Total Planned Subcontracting Spend (\$)					

ADDENDUM

1 May 2025

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: UCPUMW 25-1873
Date Issued: 2 April 2025
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: 13 May 2025, No Later than 2PM

This addendum consists of one (1) page and is issued to extend the closing date from 5 May 2025 to 13 May 2025, No Later than 2PM.

END OF ADDENDUM NO. 1

Patricia A. Canciglia
Senior Contract Officer
Procurement Services
University of Mary Washington
Phone: (540) 654-1237

RFP UCPUMW 25-1873 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: _____

NAME OF OFFEROR REPRESENTATIVE: _____

OFFEROR SIGNATURE: _____

DATE: _____

CONTRACTOR'S PROPOSAL

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: 2 April 2025

RFP NUMBER & TITLE: RFP UCPUMW 25-1873, Environmental Controls Maintenance and Repair

PROPOSAL DUE DATE & TIME: 5 May 2025 , No Later than 2PM
NOTE: Proposals received after the due date and time cannot be accepted.

PROPOSAL DELIVERY ADDRESS: University of Mary Washington
Procurement Services / Reference RFP UCPUMW 25-1873
Eagle Village Executive Offices, Suite 480
1125 Emancipation Hwy., Fredericksburg, VA 22401

WORK LOCATION: ☒ All Campuses ☐ Fredericksburg ☐ Stafford ☐ Dahlgren
92830/Cooling Heating and Ventilation System Maintenance and Repair
91036/Heating, Ventilation and Air Conditioning Maintenance and Repair
(including installation)
92522/Control Systems Engineering

COMMODITY CODE(S):

PRE-PROPOSAL CONFERENCE: ☐ Optional ☐ Mandatory ☒ N/A **DATE & TIME:**

PRE-PROPOSAL LOCATION:

CONTRACT OFFICER: Patricia A. Canciglia **EMAIL:** pcancigl@umw.edu
1 June 2025 through 31 May 2026 with five (5) one-year renewal options that if exercised will extend the term to 31 May 2031.

PERIOD OF CONTRACT:

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete. By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be made to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: Johnson Controls

Address of Offering Firm: 2315 Commerce Ctr Dr, Ste D, Rockville, VA 23146


DSBSD Certification No.: n/a Expiration Date: n/a

eVA ID: E2189 Tax ID: 390380010

Email: amanda.boys@jci.com Telephone: (804) 213-6973

Website: johnsoncontrols.com Fax: _____

Submitted By (Print Name & Title): Eric Grauer - Branch Service Manager

Signature (In Ink):  Date: 5/12/25

ADDENDUM
1 May 2025

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: UCPUMW 25-1873
Date Issued: 2 April 2025
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: 13 May 2025, No Later than 2PM

This addendum consists of one (1) page and is issued to extend the closing date from 5 May 2025 to 13 May 2025, No Later than 2PM.

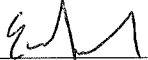
END OF ADDENDUM NO. 1

Patricia A. Canciglia
Senior Contract Officer
Procurement Services
University of Mary Washington
Phone: (540) 654-1237

RFP UCPUMW 25-1873 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: Johnson Controls

NAME OF OFFEROR REPRESENTATIVE: Eric Gaunker

OFFEROR SIGNATURE: 

DATE: 5/12/25

ATTACHMENT B – VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your offer non-responsive.

Qualifications: The offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

1. Vendor's Primary Contact:

Name: Amanda Boys Phone: (804) 213-6973

2. Years in Business: Indicate the length of time you have been in business providing this type of service:

Years: 140 Months: 1,680

3. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services. Include the length of service and the name, address and telephone number of the point of contact along with letters of reference.

Company Name: University of Virginia

Point of Contact, Phone Number, and Email: Jason Simmons
jes7h@virginia.edu (434) 531-7271

Dates of Service: ~1985 to present

Dollar Value of Contract \$277K BAS maintenance contract, \$2M-\$5M in projects

Company Name: Dinwiddie County Public Schools

Point of Contact, Phone Number, and Email: Gary Poole
gpoole@dcpsnet.org (804) 895-2143

Dates of Service: 2005 to present

Dollar Value of Contract \$456K HVAC maintenance contract

Company Name: Fort Gregg-Adams

Point of Contact, Phone Number, and Email: Kyle Alford
kyle.l.alford.civ@army.mil (804) 479-0967

Dates of Service: 2007 to present

Dollar Value of Contract \$403K BAS maintenance contract

ATTACHMENT B – VENDOR SHEET CONTINUED

Equipment Price Lists

[illegible]

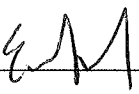
ATTACHMENT B – VENDOR SHEET CONTINUED

5.Key Personnel Assigned to this Tasking (include resumes for each identified key personnel) below:

Name of Individual	Position Held	Years of Experience	Years with Company
Steve Newman	Controls Tech Team lead	34 years	34 years
Josh Connell	Senior Controls Tech	19 years	19 years
Rick Merciel	Controls Tech	5 years	5 years

The individuals listed above are expected to be assigned to the work identified in RFP UCPUMW 25-XXX

I certify the accuracy of information submitted for Attachment B (Vendor Sheet):

Signed:  Title: BRANCH SERVICE MANAGER Date: 5/12/25

Technician Resumes

All Metasys Controls Technicians are Factory trained in N2, Bacnet, CCT and MEA including the New SNE line of control. Full ASDS server training is also in their scope. All Factory Control Technicians have access to the Software Licensing Portal for all the upgrades and programming needed for Metasys, with full factory support.

Steve Newman – HVAC Controls Tech Team Lead

34 years at JCI

Training and Certifications:

- JCI Metasys PMI and GPL Programming
- JCI ASC Controls Programming and Installation
- Metasys DX9100 Programming and Installation
- Metasys FEC Programming and Installation
- Metasys NAE Programming and Installation
- Metasys User Interface
- Tridium AX Certified

Josh Connell – HVAC Senior Controls Tech

19 years at JCI

Training and Certifications:

- Metasys FEC Programming and Installation
- Metasys NAE Programming and Installation
- Metasys User Interface
- Tridium AX Certified
- Tridium N4 Certified

Rick Merciel – HVAC Controls Tech

2 years at JCI, 3 years TAB

Training and Certifications:

- Metasys FEC Programming and Installation
- Metasys NAE Programming and Installation
- Metasys User Interface

ATTACHMENT C: PRICING SCHEDULE

Pricing to include equipment, materials, labor and any add-on costs (credit card fees, eVA fees, etc.). The Offeror agrees to provide the services in compliance with the Statement of Needs and Terms and Conditions contained herein. Travel time shall not be considered as a separate rate and should be included in the base bid price, or the hourly labor rate as applicable. Hours billed will be limited to those hours actually performing assigned work, not including travel time.

Category	Classification	Quantities Hrs/Total	Fully Loaded Labor Rate	Total
Service/Project Engineer	Emergency/Normal Hours	20	\$ 227.70	\$ 4,554.00
	Emergency/After Hours	20	\$ 341.55	\$ 6,831.00
	Project Work	20	\$ 227.70	\$ 4,554.00
Building Automation Technician/Programmer	Emergency Normal Hours	20	\$ 227.70	\$ 4,554.00
	Emergency/After Hours	20	\$ 341.55	\$ 6,831.00
	Project Work	20	\$ 227.70	\$ 4,554.00
BAS Service/Project Technician	Emergency Normal Hours	20	\$ 227.70	\$ 4,554.00
	Emergency/After Hours	20	\$ 341.55	\$ 6,831.00
	Project Work	20	\$ 227.70	\$ 4,554.00
BAS Service/Project Technician Helper	Emergency Normal Hours	20	\$ 227.70	\$ 4,554.00
	Emergency/After Hours	20	\$ 341.55	\$ 6,831.00
	Project Work	20	\$ 227.70	\$ 4,554.00
Administrative Support		4	\$150	\$ 600
Parts and Materials billed at Contractors List Price Minus Discount		\$10,000	<u>50</u> %	\$5,000
TOTAL				\$ 69,356.00

ATTACHMENT D - SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

DEFINITIONS:

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

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

"Woman-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. *(Code of Virginia, § 2.2-4310)*

Bidder Name: Johnson Controls

Preparer Name: Amanda Boys **Date:** 5/12/25

INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT E (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check All That Apply: ☐ Micro Business ☐ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: _____ Expiration Date: _____

Section B

Populate the table below to show your plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W), or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
N/A					
Total Planned Subcontracting Spend (\$)					0



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2025

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

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

PRODUCER

Marsh USA Inc.
540 West Madison Street
Suite 1200
Chicago, IL 60661

CONTACT NAME: Chad Mannella
PHONE: (A/C, No, Ext): (866) 966-4664 FAX: (A/C, No): (212) 948-5167
E-MAIL ADDRESS: JCI.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: OLD REPUBLIC INSURANCE CO

24147

INSURED

Johnson Controls US Holdings, Inc.
Johnson Controls, Inc.
Johnson Controls Fire Protection LP
Johnson Controls Security Solutions LLC (see attached Acord 101)
5757 North Green Bay Avenue
Milwaukee, WI 53209

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MWZY 313947 24	10/01/2024	10/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG INC IN GEN AGG
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313946-24 (Excludes NH) MWTB 313949-24 (Primary NH \$250k) MWZX 313950-24 (Excess NH \$2.25mm) Excess NH Auto is follow form to Primary NH Auto	10/01/2024 10/01/2024 10/01/2024	10/01/2025 10/01/2025 10/01/2025	COMBINED SINGLE LIMIT (Ea Accident) \$2,500,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 313943 24 (AOS - See Pg 2) MWXS 313944 24 (OH & WA)	10/01/2024 10/01/2024	10/01/2025 10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JCI / Tyco Contract Number:

JCI / Tyco Project Name:

Customer PO Number:

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
By Julie Neisen



AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 3

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE: 10/01/2024		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED – AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED – GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

SCHEDULE FOR POLICY ENDORSEMENTS A2 AND A2A

Name of Additional Insured Person(s) or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) of Covered Operations:

As required by contract.

POLICY ENDORSEMENT A2

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

The insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY ENDORSEMENT A2A

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

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AGENCY CUSTOMER ID: _____

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE: 10/01/2024		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

NAMED INSURED:
Named Insureds include: American Chiller Mechanical Service LLC; ArkLaTex Mechanical Services; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; IonicBlue Partners LLC; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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Additional Information

For more immediate service, Johnson Controls could request remote access to Mary Washington's Metasys BAS. This would require IT or facility management approval. If given access, local Johnson Controls technicians could troubleshoot remotely and reduce mileage and hours needed. This could result in a discounted controls technician rate. Please reach out to Amanda Boys (804-213-6973, amanda.boys@jci.com) for more information.

Experience Resume



Name: John Connolly

Title: HVAC Senior Controls Tech

Office: Richmond VA

Years in Industry: 19

Position Responsibilities:

Install, modify, repair and perform maintenance on multiple Building Automation Systems and components. Perform programming change and software updates. Configure and edit graphical interface. Set up and route chiller, hot water, heating and device such as router, switch and server. Participate in the design and installation of new construction projects and existing control system retrofit and upgrade. Maintain an up-to-date working knowledge of Johnson Controls Metasys system components and software through JCI training program. Participate in training control tech.

Equipment Experience:

- ♦ Metasys Building Automation System
- ♦ Tridium Building Automation System
- ♦ Rockwell Automation

Education / Certifications:

- ♦ Associate's Degree in Computer Science ECPI
- ♦ Metasys EC programming and Installation
- ♦ Metasys EE programming and Installation
- ♦ Metasys User Interface
- ♦ Tridium 20 Certified
- ♦ Tridium 404 Certified

Major Project References:

- ♦ Bank of America Data Center
- ♦ Bon Secour Health System
- ♦ Department of Forensic Science
- ♦ Richmond Time-Diagnosch
- ♦ Henrico Water Reclamation Facility

Experience Resume



Name: Rick Mercie

Title: HVAC Controls Tech

Office: Richmond VA

Years in Industry: 5

Position Responsibilities:

Install, modify, repair and perform maintenance on multiple Building Automation Systems and components. Perform programming change and software updates. Configure and edit graphical interface. Maintain an up-to-date working knowledge of Johnson Controls Metasys system components and software through JCI training program. Assist with training control tech.

Equipment Experience:

- ♦ Metasys Building Automation System

Education / Certifications:

- ♦ High School Diploma
- ♦ Metasys EC programming and Installation
- ♦ Metasys EE programming and Installation
- ♦ Metasys User Interface

Major Project References:

- ♦ Bank of America Data Center
- ♦ HCA Hospital
- ♦ Bon Secour Health System
- ♦ Bridgewater College
- ♦ Mission Learning Center

Experience Resume



Name: Steve DeMan

Title: HVAC Controls Tech Team Lead

Office: Richmond VA

Years in Industry: 14

Position Responsibilities:

In a multi-modular repair and perform maintenance on multiple Building Automation Systems and components. Perform programming change and compare updates. Configure and edit graphical interface. Set up and route chiller, boiler, and device such as a router, switch, and server. Participate in the design and installation of new construction projects and existing control system retrofit and upgrade. Maintain an up-to-date working knowledge of Johnson Controls Meta system components and compare through JCI training program. Participate in training control tech.

Equipment Experience:

- ♦ Meta Building Automation System
- ♦ Tridium Building Automation System

Education / Certifications:

- ♦ High School Diploma
- ♦ JCI Meta MI and G programming
- ♦ JCI ESC Controls programming and Installation
- ♦ Meta D9100 programming and Installation
- ♦ Meta EC programming and Installation
- ♦ Meta EE programming and Installation
- ♦ Meta Server Interface
- ♦ Tridium CC Certified

Major Project References:

- ♦ Anthem Blue Cross Blue Shield
- ♦ Bank of America Data Center
- ♦ Bon Secour Health System
- ♦ HC Hoiana
- ♦ Richmond Time-Diarch
- ♦ Prince George County School