

**Standard Contract**

**Contract #UCPUMW 26-2047  
Maintenance & Repair of Boilers and Steam Distribution Systems**

This contract, between Puyenpa Enterprises, LLC, DBA Puyenpa Mechanical Construction, hereinafter called the “Contractor”, and the Commonwealth of Virginia, University of Mary Washington, called the “University” or “UMW”, shall become effective upon [full execution of this document by both parties.

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

**PERIOD OF CONTRACT:** April 1, 2026 through March 31, 2027, with four (4) one-year renewal options. If all options are exercised, the final contract expiration date will be March 31, 2031.

**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 26-2047 dated November 11, 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 December 1, 2025 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.

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

- I. The Contractor shall provide interior and exterior underground piping repairs, demolition and installation, as well as the insulating of basic light commercial and commercial plumbing, steam and condensate line repair, waste and storm system line repairs, steam system component repairs, demolition and installation of steam traps, strainers, pressure reducing valves, control valves, gate valves, globe valves, safety valves, blow down valves, chilled water lines, chiller repair and replacement and other mechanical equipment repairs, system component repairs, boiler control, maintenance service and emergency repair service to boiler equipment and steam systems located across the campus of the University of Mary Washington on an as-needed basis.
  - A. **General Requirements:** The Contractor shall perform monthly inspections, preventative maintenance services, call back and emergency repairs, and on-call repair services as needed and required by the University on all boilers. The Contractor shall also open, clean, and close boilers and pressure vessels for annual inspections and, as needed, shall perform repairs on campus steam, condensate and heating system related piping that is both in buildings and underground.
    1. The Contractor shall furnish all labor, supervision, equipment, tools, parts, materials, and transportation necessary to inspect and maintain boiler instruments and controls and steam tunnel systems at UMW, in accordance with manufacturers’ specifications, in order to provide accurate measurements to assure compliance to American Society for Mechanical Engineers (ASME) and Boiler and Pressure Vessel Rules and Regulations.
    2. The Contractor shall obtain all necessary licenses and/or permits required to perform this work.

3. The Contractor shall provide properly trained personnel, holding current technician's license and possessing minimum work-related experience in boiler repair trade with at least four (4) years of recent (within the last six years) experience in the operation and maintenance of boilers. Employees shall be licensed to work in the Commonwealth of Virginia. Contractor shall have in-house capability to perform all boiler refractory repairs and provide Instrument Society of America (ISA) certification for service technicians. Combustion analyzer used to calibrate burners shall print out an on-site combustion report and be certified or calibrated to handle DEQ emission requirements. Contractor shall also have certified American Society for Mechanical Engineers (ASME) welding capability and have R stamps capable of working on pressure vessels and high-pressure steam pipe. Contractor shall be certified for confined space repair with confined space monitor equipment, and shall also have available excavation equipment.
4. Work shall be performed in accordance with all OSHA, EPA, Federal, State, and local regulations.
5. Contractor shall coordinate the provision of these services with the Power Plant Supervisor.

**B. Quality Assurance:** "Call backs" or repeated requests for the same service to a particular instrument or controller shall determine that Contractor's services were ineffective. Repeated "call backs" may be grounds for default action by the University. If the Contractor is deemed responsible for the "call backs", there will not be an additional charge to the University.

1. Contractor shall perform inspections, preventative maintenance, and corrective maintenance during the normal working hours of 8:00am and 4:30pm, Monday through Friday, if possible, state holidays excluded. Corrective maintenance provided outside of normal working hours shall be performed at the overtime rate unless requested by the Contractor. Note: All overtime shall be authorized by the University in advance in writing.
2. Contractor shall maintain a sufficient quantity of commonly required repair materials, supplies, and parts on hand and transport these materials, supplies, and parts to service site or have access to these materials, supplies, and parts within twenty-four (24) hours in order to prevent unnecessary downtime.

**C. Monthly Preventative Maintenance:** Contractor shall provide monthly inspections and preventative maintenance services to check, adjust, and/or calibrate all combustion controls and instruments which shall include, but are not limited to, the flue gas temperature recorders and sensors. It is desired that monthly maintenance work be performed between the 1st and 10th day of each month, and shall be scheduled with the Power Plant Supervisor in advance. The Contractor shall call the Power Plant Supervisor at least two (2) working days in advance to confirm monthly maintenance visit. At a minimum, the Contractor shall perform the following:

1. Calibrate steam flow meter.
2. Check master controller for zero and span using M.A. meter.
3. Check master transmitter for zero and span using M.A. meter.
4. Check all power unit relays, feedback potentiometer and feedback pistons.
5. Check electronic fuel/air controllers for proper sensitivity speed of response.
6. Zero and check draft gauges.
7. Clean all draft gauge lines.
8. Check all long-term ink pens for proper operations.
9. Perform up to two (2) hours of corrective maintenance required at no extra labor charge.
10. Submit a report to the University reflecting all the actions taken, service performed, and condition of instruments and controls to include any anticipated repairs or replacements that may be needed in the future.

11. The Contractor shall immediately notify the Power Plant Supervisor in writing of the existence or development of any defects in, or repairs required to, the boiler which the Contractor considers are not their responsibility, and shall furnish a written estimate, when requested, of the cost. Final determination of responsibility shall be made by the University.

**D. Corrective Maintenance (Repairs):** The Contractor shall provide corrective maintenance (repairs) on demand as required and requested by the University. Corrective maintenance/repair services shall be performed in accordance with the following:

1. Corrective maintenance services (repairs) shall be performed on a time and material basis. Such corrective maintenance shall be performed while Contractor is on-site prior to leaving premises provided parts are available.
2. Contractor shall provide to UMW a not-to-exceed written estimate, when requested, of job cost for corrective maintenance work prior to action. Contractor shall not begin work until authorization to proceed is received by UMW designee.
3. The University reserves the right to make or obtain other repair cost estimated prior to authorizing the Contractor to proceed in order to determine price reasonableness. If the estimate provided by the Contractor is determined unreasonable, the Contractor will be asked to review their estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to obtain the repairs from other sources.
4. Contractor shall perform all on-demand non-emergency corrective maintenance within a twenty-four (24) hour response time.
5. All work which does not meet the University's approval shall be corrected within three (3) days.
6. Contractor shall assign a coordinator to review all billings to assure complete and accurate information and to act as contact person to the University. Contractor shall supply the name of a contact person with e-mail address, phone number, and cell phone number.
7. Damages to equipment caused by the Contractor's negligence shall be repaired at no cost to the University.
8. Contractor shall prepare and submit to the University a written estimate of the man-hours and materials which may be required to perform any repairs.

**E. Emergency Repairs:** In the event of a boiler failure or malfunction, the Contractor shall provide on-site response to emergency service within four (4) hours of receiving the call.

1. All emergency repairs shall be performed on a time and material basis unless it is determined that the cause of the failure or malfunction was due to the Contractor's failure to properly perform inspection or repair services. In this case, such repairs shall be made at no cost the University.
2. On-call and emergency repairs authorized by the University which occur after the normal hours of operation shall be accomplished at the overtime hourly rate. If regular time work must be carried over and the Contractor wishes to continue to work beyond the University's normal hours of operation, authorization must be obtained from the University before proceedings.

**F. Contractor's General Procedures:** The Contractor's employees shall be instructed that any work hours performed under this contract, shall comply with the following procedures:

1. Check in and out with the Power Plant Supervisor and/or designated representative. When work is to be performed on a time and material basis, the University shall require hours worked, and materials used. A work ticket must be submitted to the Power Plant Supervisor and/or designated representative on the date work was performed. Lunch breaks and other period of time away from the job site shall not be billed.

2. If the boiler must be taken out of service to perform any work, the Power Plant Supervisor and/or designated representative shall be provided with information as to how long the boiler or steam system is anticipated to be out of service and nature of the service or repairs to be performed.
3. Check in and out daily with the University representative, as described above, if repairs or service must be carried over.
4. Upon completion of the work, and prior to departure, submit to the University representative a copy of the work report form, which shall include the following information:
  - a. Name and Address of Contractor.
  - b. Name of Contractor's employee(s) and working title(s).
  - c. Dates work was performed and hours expended.
  - d. Itemized list of materials used.
  - e. Description of work performed and equipment identification. Service ticket shall identify the problem, description of corrective measures taken, and date and time unit was returned to regular service.
  - f. Signature of Contractor's employee(s) and signature of University representative. Failure to turn in required maintenance and service tickets for each visit will result in nonpayment of extra charge work and/or withholding of monthly maintenance funds.
5. Labor hours charged under this contract shall be paid only for productive time. Time spent for preparation of estimates, transportation of workers, and material acquisition is not directly chargeable, but is overhead and must be included in the monthly costs and hourly rates bid for labor. Breaks for lunch or other time the employees are away from the job site is not chargeable.

**G. Material and Workmanship:**

1. All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer rebuilt or used parts may be authorized by the University on a case-by-case basis, provided, each part is warranted for the same period and under the same conditions as the new part.
2. Contractor shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of equipment.
3. All materials must be billed at the Contractor's list price minus discount. Copies of the original material invoices from the Contractor's supplier shall accompany all invoices when materials are used. Pages from list price book to be copied and item highlighted showing price minus discount is acceptable. No invoices will be accepted without documentation of material costs.

**H. Invoicing:** Invoices must be submitted for each occurrence no later than thirty (30) calendar days following the last day of the month in which the service was performed. Failure to submit a timely invoice, may result in non-payment for services.

1. A copy of the work report form(s) with the information required and a copy of all paid invoices for parts, permits, if any, and materials will be attached to the invoice(s).
2. All invoices must have the individual names, job title, and hours worked.
3. All materials must be billed at the Contractor's list price minus discount. Copies of the original material invoices from the Contractor's supplier shall accompany all invoices when materials are used. Pages from list price book to be copied and item highlighted showing price minus discount is acceptable. No invoices will be accepted without documentation of material costs.
4. No invoice will be paid if information on the work ticket does not match the information on the billed invoice.

**PRICING:** Contract pricing is found in Attachment A to this agreement.

**CONTRACT ADMINISTRATION:** The UMW 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.

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

**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. **ADDITION AND/OR DELETION OF COVERED BUILDINGS:** Without penalty, during the contract period, buildings may be acquired, and new buildings constructed or renovated; which would necessitate addition or deletion of these buildings from the contract.
3. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, contractor shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
4. **AS BUILT DRAWINGS:** When applicable, the contractor shall provide the University a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the University upon completion of the work and prior to final payment.
5. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon ninety (90) 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.

**6. 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; or
  - iii. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

**7. 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:
  - 1) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - 2) 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
  - 3) 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.

- c. 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.

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

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

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

licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No		Specialty	
Licensed Class B Virginia Contractor No		Specialty	
Licensed Class C Virginia Contractor No		Specialty	

If the offeror shall fail to provide this information on their proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the University in writing when requested to do so before or after the opening of proposals, the contractor shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and the proposal will not be considered. If a offeror shall fail to obtain the required license prior to submission of their proposal, the proposal shall not be considered.

**10. CONTRACTOR’S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

**11. 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.

**12. 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.

- 13. 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.
- 14. 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.
- 15. DELIVERY POINT:** All items shall be delivered F.O.B. destination point, or as directed by the University.
- 16. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 17. ELECTRONIC WASTE DISPOSAL:** Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.
- 18. 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.

- 19. 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.
- 20. EXTRA CHARGES PROHIBITED:** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.
- 21. 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.
- 22. 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.
- 23. FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
- 24. 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 their own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.
- 25. 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.
- 26. 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.

**27. 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:**

- 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.

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

**29. 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.

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

**31. PAYMENT TERMS:**

- a. To Prime Contractor:
  - i. 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.
  - ii. 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.
  - iii. 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.
  - iv. 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).

- b. To Subcontractors:
  - i. A contractor awarded a contract under this solicitation is hereby obligated:
    - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - 2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- c. 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.
  - i. 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.
  - ii. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**32. 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 they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as the contractor is for the acts and omissions of his own employees.

**33. RENEWAL OF CONTRACT:** This contract may be renewed by the University for four (4) successive one-year periods. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- a. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Producer Price Index (PPI) for Commercial and Industrial Machinery and Equipment Repair and Maintenance (WPU551) category for the latest twelve months for which statistics are available.
- b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage

increase/decrease of the Producer Price Index (PPI) for Commercial and Industrial Machinery and Equipment Repair and Maintenance (WPU551) category for the latest twelve months for which statistics are available.

**34. 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 their company's 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.

**35. 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.

**36. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

- a. 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.
- b. 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.
- c. 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.

- 37. 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.
- 38. 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.
- 39. 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](#).
- 40. 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.
- 41. WORK SITE USE:** The Contractor expressly undertakes, either directly or through its subcontractors:
- a. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
  - b. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
  - c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
  - d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
  - e. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
  - f. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

**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](mailto: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).*

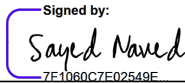
UNIVERSITY OF MARY WASHINGTON  
 Attn: ACCOUNTS PAYABLE  
 1301 COLLEGE AVENUE  
 FREDERICKSBURG, VA 22401

**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.

**PUYENPA ENTERPRISES, LLC DBA PUYENPA  
 MECHANICAL CONSTRUCTION**

**UNIVERSITY OF MARY WASHINGTON**

Signature:  Signed by:   
7F1060C7E02549E

Signature: \_\_\_\_\_

Printed Name: Sayed Naved

Printed Name: Melva Kishpaugh

Title: Portfolio Manager, Puyenpa

Title: Director, Procurement Services

Date: 2/14/2026

Date: February 20, 2026

Phone: 240-383-8019

Email: Sayed.naved@puyenpa.com

 Initial   
 DS   
 EAS

**ATTACHMENT A**  
**PRICING**

**PRICING SCHEDULE**

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE**

Failure to complete any of the pricing below may result in a non-responsive determination and will be cause for rejection of the proposal.

The Contractor agrees to provide the services in compliance with the scope of work and terms and conditions of this RFP at the following rates:

**PREVENTATIVE MAINTENANCE:**

Lump sum price for the preventative maintenance services as described herein: \$ 2,500.00 per month.

**PARTS:**

Parts shall be billed at Contractor's list price minus 10 % discount.

**LABOR RATES:**

<b>Labor Category</b>	<b>Regular Hourly Rate</b>	<b>Overtime Hourly Rate</b>
Superintendent Foreman	\$146.00	\$217.00
Steamfitter	\$140.00	\$207.00
Welder	\$140.00	\$207.00
Equipment Operator	\$90.00	\$132.00
Insulator	\$130.00	\$187.00
Master Electrician	\$146.00	\$217.00
Control Technician	\$146.00	\$217.00
HVAC Technician	\$140.00	\$207.00
Journeyman Electrician	\$138.00	\$205.00
Bricklayer	\$80.00	\$127.00
Cement Mason	\$80.00	\$127.00
Master Plumber	\$146.00	\$217.00
Journeyman Plumber	\$140.00	\$207.00
Electrical Apprentice	\$83.00	\$125.00
Plumbing Apprentice	\$90.00	\$132.00
Masonry Apprentice	\$55.00	\$83.00
Bricklaying Apprentice	\$55.00	\$83.00
Welding Apprentice	\$90.00	\$132.00
Steam Fitting Apprentice	\$90.00	\$132.00
Laborer	\$80.00	\$127.00
Burner Technician	\$146.00	\$217.00

**Attachment A (Continued):**  
**EQUIPMENT PRICING:**

<b>Equipment</b>	<b>Cost Per ½ day</b>	<b>Cost Per Day</b>	<b>Cost Per Week</b>	<b>Cost Per Month</b>
Crane, truck-mounted hydraulic 25-30 ton	N/A	\$900.00	\$2,500.00	\$8,400.00
Crane, truck-mounted hydraulic 35-50 ton	N/A	\$1,300.00	\$3,800.00	\$10,600.00
Backhoe, Crawler, ½-3/4 CY	N/A	\$300.00	\$1,200.00	\$2,500.00
Backhoe, Crawler, 1 – 1 ½ CY	N/A	\$300.00	\$1,200.00	\$2,500.00
Backhoe-loader rubber tire, ½- ¾ CY Loader	N/A	\$425.00	\$1,400.00	\$3,200.00
Backhoe-loader rubber tire, 1 – 1 ½ CY Loader	N/A	\$425.00	\$1,400.00	\$3,200.00
Roller, tandem, 3-5 ton	N/A	\$500.00	\$1,450.00	\$3,700.00
Compactor, double drum roller walk behind	N/A	\$500.00	\$1,450.00	\$3,700.00
Plate Tamper, 1000 lb blow	N/A	\$325.00	\$1,250.00	\$2,200.00
Plate Tamper, 5000 lb blow	N/A	\$420.00	\$1,450.00	\$2,500.00
Bulldozer, crawler, 100 – 140 HP	N/A	\$1,950.00	\$4,200.00	\$11,900.00
Loader, crawler 1 ½ - 1 ¾ CY	N/A	\$350.00	\$1,500.00	\$2,750.00
Loader, crawler 1 ¾ - 2 ¼ CY	N/A	\$450.00	\$1,700.00	\$3,100.00
Loader, rubber tire, 1 ½ - 1 ¾ CY	N/A	\$800.00	\$2,050.00	\$5,400.00
Loader, rubber tire, 1 ¾ - 2 ¼ CY	N/A	\$1,500.00	\$3,550.00	\$9,000.00
Trencher, rubber tire, 4' deep, 12" wide	N/A	\$550.00	\$1,600.00	\$3,750.00
Dump Truck, Tandem, 12 ton	N/A	\$650.00	\$1,950.00	\$6,750.00
Dump Truck, Three Axle, 16 ton	N/A	\$850.00	\$2,500.00	\$8,400.00
Air Compressor, 60 – 150 CFM	N/A	\$200.00	\$700.00	\$2,500.00
Air Compressor, 160 – 250 CFM	N/A	\$200.00	\$700.00	\$2,500.00
Pavement Breaker, 60 lb (incl hose & points)	N/A	\$90.00	\$275.00	\$800.00
Pavement Breaker, 80 lb (incl hose & points)	N/A	\$110.00	\$325.00	\$875.00
Pavement Breaker, 100 lb (incl hose & points)	N/A	\$100.00	\$350.00	\$825.00
Barricades, saw horse type, with flasher	N/A	\$35.00	\$85.00	\$200.00
Barricades, barrel, with flasher	N/A	\$35.00	\$85.00	\$200.00
Fence 6' high chain link, 10' section	N/A	\$40.00	\$90.00	\$220.00
Fence, orange plastic, 4 x 4	N/A	\$33.00	\$50.00	\$150.00
Generator	N/A	\$450.00	\$1,300.00	\$3,350.00
Light Tower	N/A	\$325.00	\$700.00	\$1,550.00
Pump 1 ½"	N/A	\$85.00	\$275.00	\$650.00
Pump 2"	N/A	\$100.00	\$325.00	\$800.00
Pump 3"	N/A	\$165.00	\$415.00	\$1,000.00
Trash Pump	N/A	\$125.00	\$350.00	\$800.00
Welder, gas, 200 amp (leads, gas & welding rods)	N/A	\$250.00	\$700.00	\$1,500.00
Trench Box	N/A	\$110.00	\$400.00	\$1,500.00

Combustion Analyzer (Oil Only)	N/A	\$300.00	\$600.00	\$2,000.00
Confined Space	N/A	\$25.00	\$75.00	\$300.00
Manhole Ventilation Blower	N/A	\$75.00	\$300.00	\$650.00
Core Drill	N/A	\$225.00	\$550.00	\$950.00
Trailer	N/A	\$125.00	\$450.00	\$850.00
Press Washer	N/A	\$200.00	\$450.00	\$1,250.00
Combustion Analyzer (Title V)	N/A	\$300.00	\$600.00	\$2,100.00

# ORIGINAL SOLICITATION

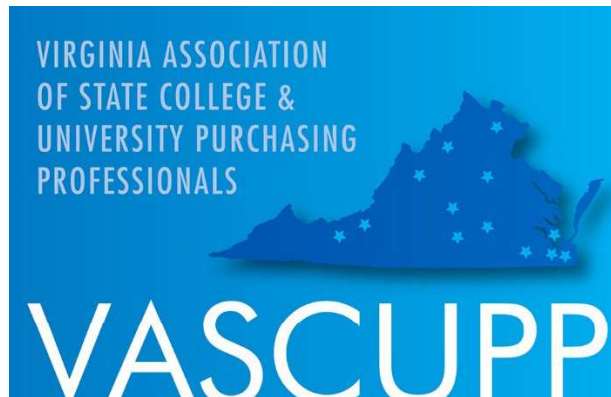
# University of Mary Washington

**Request for Proposal**

**RFP#UCPUMW 26-2047**

**Maintenance & Repair of Boilers and Steam Distribution Systems**

**November 11, 2025**



<https://vascupp.org/>

A VASCUPP™ Member Institution  
Issued by Procurement Services  
Fredericksburg, Virginia

**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** November 11, 2025

**RFP NUMBER & TITLE:** UCPUMW 26-2047/Maintenance & Repair of Boilers and Steam Distribution Systems

**PROPOSAL DUE DATE & TIME:** 2:00 p.m., December 5, 2025  
**NOTE: Proposals received after the due date and time cannot be accepted.**

**PROPOSAL DELIVERY ADDRESS:** University of Mary Washington  
Procurement Services / Reference RFP UCPUMW 26-2047  
Eagle Village Executive Offices, Suite 480  
1125 Emancipation Hwy., Fredericksburg, VA 22401

**WORK LOCATION:**  All Campuses  Fredericksburg  Stafford  Dahlgren

**COMMODITY CODE(S):** **82014, 94125, 94152, 82096**

**PRE-PROPOSAL CONFERENCE:**  Optional  Mandatory  N/A **DATE & TIME: November 19, 2025 at 1:00 p.m.**

**PRE-PROPOSAL LOCATION:** UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401

**CONTRACT OFFICER:** Kenneth R. Manahan kmanaha2@umw.edu

**PERIOD OF CONTRACT:** April 1, 2026 through March 31, 2027 with four, one-year renewal options that if exercised results in a final contract expiration date of March 31, 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: \_\_\_\_\_

- I. **QUESTIONS/INQUIRIES:** All inquiries for information, including questions, must be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after 2:00 p.m., Friday, November 21, 2025.
- II. **PRE-PROPOSAL CONFERENCE:** A **mandatory** pre-proposal conference will be held in person on Wednesday, November 19, 2025 at 1:00 p.m. in the UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401. See Pre-Proposal Conference clause in the Special Terms and Conditions. A tour of the Main heating Plant will be a part of the conference.
- No attendee will be permitted access to the conference after 1:00 p.m..
  - For Mandatory Pre-Proposal Conference** Proposal submissions will only be accepted from those companies who were represented at the mandatory pre-proposal conference as evidenced by the pre-proposal attendance roster.
  - Bring a copy of the RFP with you to the conference.
  - Parking is available to visitors in designated locations which can be found on the UMW campus map here: <http://www.umw.edu/visitors/>
  - Pre-proposal conference attendees are required to notify the Contract Officer of intent to attend the conference at least 48 hours prior to the start date and time.
- III. **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.**
- Proposals must be submitted in a **sealed** envelope or container that clearly identifies the contents as a response to this RFP.
  - 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.
  - UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.*
- IV. **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.
- V. **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](http://www.umw.edu) or (540) 654-2424.
- VI. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> 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	5
II. ORGANIZATIONAL OVERVIEW	5
III. BACKGROUND	5
IV. CONTRACT PARTICIPATION (COOPERATIVE CONTRACT)	5
V. SMALL, WOMAN-OWNED, AND MINORITY-OWNED (SWAM) PARTICIPATION	6
VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	6
VII. STATEMENT OF NEEDS	8
VIII. CONTRACT ADMINISTRATION	11
IX. EVALUATION AND AWARD CRITERIA	11
X. GENERAL TERMS AND CONDITIONS	12
XI. SPECIAL TERMS AND CONDITIONS	12
XII. METHOD OF PAYMENT	25
ATTACHMENTS	26
A. Pricing Worksheet (MUST BE COMPLETED AND SUBMITTED W/ PROPOSAL)	
B. SMALL BUSINESS SUBCONTRACTING PLAN (MUST BE COMPLETED AND SUBMITTED W/ PROPOSAL)	29
C. SWAM SPEND REPORTING	31
G. PROPOSAL SUBMISSION CHECKLIST	32

***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, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.***

## **I. PURPOSE:**

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a term contract through competitive negotiations with one or more qualified contractor(s) to provide maintenance services, repairs, emergency repair services for the boiler plant and steam distribution systems located across the Fredericksburg campus of the University of Mary Washington, an agency of the Commonwealth of Virginia. It is intended for the resulting contract to include cooperative language for the benefit of all public bodies and other entities referenced herein.

## **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:**

The current boiler plant maintenance contract had an approximate annual expenditure of \$260,000 plus the cost of any major repairs or replacements. The University does not guarantee any specific usage amount during any period of the resulting contract and will not be held liable if actual usage exceeds or falls short of this estimate. The current contract was originally awarded to American Combustion Industries and JPG Plumbing and Mechanical Services, Inc. under Contract #UCPUMW 23-1486. Following the merger of American Combustion and JPG, American Combustion is now the sole holder of the contract.

## **IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:**

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/sites/vascupp/files/2022-08/Governing%20Rules\\_with\\_foreword\\_final\\_August%202022.pdf](https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules_with_foreword_final_August%202022.pdf)), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.

- A. 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.

- B. 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:** One (1) printed original 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. Submit a complete response to this RFP, on detail, to include the following:
  - a. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
  - b. Resumes or Statement of Qualifications for proposed Key Personnel.
  - c. Three references for similar work (include project name, named point of contact, phone number, and email address).
  - d. Evidence of appropriate licensure, insurance and certifications associated with this line of work.
  - e. Evidence that your business is SWAM registered, or if not, completion of the Subcontracting Plan (Attachment B).
  - f. Completion of Pricing Schedule (Attachment A)
3. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
4. Any other information the Offeror believes will help the University evaluate its proposal.

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

VII. **STATEMENT OF NEEDS:** The Contractor shall provide interior and exterior underground piping repairs, demolition and installation, as well as the insulating of basic light commercial and commercial plumbing, steam and condensate line repair, waste and storm system line repairs, steam system component repairs, demolition and installation of steam traps, strainers, pressure reducing valves, control valves, gate valves, globe valves, safety valves, blow down valves, chilled water lines, chiller repair and replacement and other mechanical equipment repairs, system component repairs, boiler control, maintenance service and emergency repair service to boiler equipment and steam systems located across the campus of the University of Mary Washington on an as-needed basis.

**A. General Requirements:** The Contractor shall perform monthly inspections, preventative maintenance services, call back and emergency repairs, and on-call repair services as needed and required by the University on all boilers. The Contractor shall also open, clean, and close boilers and pressure vessels for annual inspections and, as needed, shall perform repairs on campus steam, condensate and heating system related piping that is both in buildings and underground.

1. The Contractor shall furnish all labor, supervision, equipment, tools, parts, materials, and transportation necessary to inspect and maintain boiler instruments and controls and steam tunnel systems at UMW, in accordance with manufacturers' specifications, in order to provide accurate measurements to assure compliance to American Society for Mechanical Engineers (ASME) and Boiler and Pressure Vessel Rules and Regulations.
2. The Contractor shall obtain all necessary licenses and/or permits required to perform this work.
3. The Contractor shall provide properly trained personnel, holding current technician's license and possessing minimum work-related experience in boiler repair trade with at least four (4) years of recent (within the last six years) experience in the operation and maintenance of boilers. Employees shall be licensed to work in the Commonwealth of Virginia. Contractor shall have in-house capability to perform all boiler refractory repairs and provide Instrument Society of America (ISA) certification for service technicians. Combustion analyzer used to calibrate burners shall print out an on-site combustion report and be certified or calibrated to handle DEQ emission requirements. Contractor shall also have certified American Society for Mechanical Engineers (ASME) welding capability and have R stamps capable of working on pressure vessels and high-pressure steam pipe. Contractor shall be certified for confined space repair with confined space monitor equipment, and shall also have available excavation equipment.
4. Work shall be performed in accordance with all OSHA, EPA, Federal, State, and local regulations.
5. Contractor shall coordinate the provision of these services with the Power Plant Supervisor.

**B. Quality Assurance:** "Call backs" or repeated requests for the same service to a particular instrument or controller shall determine that Contractor's services were ineffective. Repeated "call backs" may be grounds for default action by the University. If the Contractor is deemed responsible for the "call backs", there will not be an additional charge to the University.

1. Contractor shall perform inspections, preventative maintenance, and corrective maintenance during the normal working hours of 8:00am and 4:30pm, Monday through Friday, if possible, state holidays excluded. Corrective maintenance provided outside of normal working hours shall be performed at the overtime rate unless requested by the Contractor. Note: All overtime shall be authorized by the University in advance in writing.

2. Contractor shall maintain a sufficient quantity of commonly required repair materials, supplies, and parts on hand and transport these materials, supplies, and parts to service site or have access to these materials, supplies, and parts within twenty-four (24) hours in order to prevent unnecessary downtime.

**C. Monthly Preventative Maintenance:** Contractor shall provide monthly inspections and preventative maintenance services to check, adjust, and/or calibrate all combustion controls and instruments which shall include, but are not limited to, the flue gas temperature recorders and sensors. It is desired that monthly maintenance work be performed between the 1st and 10th day of each month, and shall be scheduled with the Power Plant Supervisor in advance. The Contractor shall call the Power Plant Supervisor at least two (2) working days in advance to confirm monthly maintenance visit. At a minimum, the Contractor shall perform the following:

1. Calibrate steam flow meter.
2. Check master controller for zero and span using M.A. meter.
3. Check master transmitter for zero and span using M.A. meter.
4. Check all power unit relays, feedback potentiometer and feedback pistons.
5. Check electronic fuel/air controllers for proper sensitivity speed of response.
6. Zero and check draft gauges.
7. Clean all draft gauge lines.
8. Check all long-term ink pens for proper operations.
9. Perform up to two (2) hours of corrective maintenance required at no extra labor charge.
10. Submit a report to the University reflecting all the actions taken, service performed, and condition of instruments and controls to include any anticipated repairs or replacements that may be needed in the future.
11. The Contractor shall immediately notify the Power Plant Supervisor in writing of the existence or development of any defects in, or repairs required to, the boiler which the Contractor considers are not their responsibility, and shall furnish a written estimate, when requested, of the cost. Final determination of responsibility shall be made by the University.

**D. Corrective Maintenance (Repairs):** The Contractor shall provide corrective maintenance (repairs) on demand as required and requested by the University. Corrective maintenance/repair services shall be performed in accordance with the following:

1. Corrective maintenance services (repairs) shall be performed on a time and material basis. Such corrective maintenance shall be performed while Contractor is on-site prior to leaving premises provided parts are available.
2. Contractor shall provide to UMW a not-to-exceed written estimate, when requested, of job cost for corrective maintenance work prior to action. Contractor shall not begin work until authorization to proceed is received by UMW designee.
3. The University reserves the right to make or obtain other repair cost estimated prior to authorizing the Contractor to proceed in order to determine price reasonableness. If the estimate provided by the Contractor is determined unreasonable, the Contractor will be asked to review their estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to obtain the repairs from other sources.
4. Contractor shall perform all on-demand non-emergency corrective maintenance within a twenty-four (24) hour response time.
5. All work which does not meet the University's approval shall be corrected within three (3) days.

6. Contractor shall assign a coordinator to review all billings to assure complete and accurate information and to act as contact person to the University. Contractor shall supply the name of a contact person with e-mail address, phone number, and cell phone number.
  7. Damages to equipment caused by the Contractor's negligence shall be repaired at no cost to the University.
  8. Contractor shall prepare and submit to the University a written estimate of the man-hours and materials which may be required to perform any repairs.
- E. Emergency Repairs:** In the event of a boiler failure or malfunction, the Contractor shall provide on-site response to emergency service within four (4) hours of receiving the call.
1. All emergency repairs shall be performed on a time and material basis unless it is determined that the cause of the failure or malfunction was due to the Contractor's failure to properly perform inspection or repair services. In this case, such repairs shall be made at no cost the University.
  2. On-call and emergency repairs authorized by the University which occur after the normal hours of operation shall be accomplished at the overtime hourly rate. If regular time work must be carried over and the Contractor wishes to continue to work beyond the University's normal hours of operation, authorization must be obtained from the University before proceedings.
- F. Contractor's General Procedures:** The Contractor's employees shall be instructed that any work hours performed under this contract, shall comply with the following procedures:
1. Check in and out with the Power Plant Supervisor and/or designated representative. When work is to be performed on a time and material basis, the University shall require hours worked, and materials used. A work ticket must be submitted to the Power Plant Supervisor and/or designated representative on the date work was performed. Lunch breaks and other period of time away from the job site shall not be billed.
  2. If the boiler must be taken out of service to perform any work, the Power Plant Supervisor and/or designated representative shall be provided with information as to how long the boiler or steam system is anticipated to be out of service and nature of the service or repairs to be performed.
  3. Check in and out daily with the University representative, as described above, if repairs or service must be carried over.
  4. Upon completion of the work, and prior to departure, submit to the University representative a copy of the work report form, which shall include the following information:
    - a. Name and Address of Contractor.
    - b. Name of Contractor's employee(s) and working title(s).
    - c. Dates work was performed and hours expended.
    - d. Itemized list of materials used.
    - e. Description of work performed and equipment identification. Service ticket shall identify the problem, description of corrective measures taken, and date and time unit was returned to regular service.
    - f. Signature of Contractor's employee(s) and signature of University representative. Failure to turn in required maintenance and service tickets for each visit will result in nonpayment of extra charge work and/or withholding of monthly maintenance funds.
  5. Labor hours charged under this contract shall be paid only for productive time. Time spent for preparation of estimates, transportation of workers, and material acquisition is not directly

chargeable, but is overhead and must be included in the monthly costs and hourly rates bid for labor. Breaks for lunch or other time the employees are away from the job site is not chargeable.

**G. Material and Workmanship:**

1. All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer rebuilt or used parts may be authorized by the University on a case-by-case basis, provided, each part is warranted for the same period and under the same conditions as the new part.
2. Contractor shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of equipment.
3. All materials must be billed at the Contractor's list price minus discount. Copies of the original material invoices from the Contractor's supplier shall accompany all invoices when materials are used. Pages from list price book to be copied and item highlighted showing price minus discount is acceptable. No invoices will be accepted without documentation of material costs.

**H. Invoicing:** Invoices must be submitted for each occurrence no later than thirty (30) calendar days following the last day of the month in which the service was performed. Failure to submit a timely invoice, may result in non-payment for services.

1. A copy of the work report form(s) with the information required and a copy of all paid invoices for parts, permits, if any, and materials will be attached to the invoice(s).
2. All invoices must have the individual names, job title, and hours worked.
3. All materials must be billed at the Contractor's list price minus discount. Copies of the original material invoices from the Contractor's supplier shall accompany all invoices when materials are used. Pages from list price book to be copied and item highlighted showing price minus discount is acceptable. No invoices will be accepted without documentation of material costs.
4. No invoice will be paid if information on the work ticket does not match the information on the billed invoice.

**VIII. CONTRACT ADMINISTRATION:**

- a. The University's Power Plant Superintendent, 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
<b>Corporate Experience based on substantiated performance of successful completion of similar services in a similar capacity. Past Performance Reviews.</b>	30
<b>Proposed Key Personnel based on resumes submitted, years of experience, licensure, and training.</b>	30
<b>Pricing (EO 35 Micro preference applies). Evaluation will include one month proposed preventative maintenance, parts discounts, and one unit of each labor rate.</b>	20
<b>Small Business Participation. Maximum points will be awarded to SWAM vendors.</b>	20
<b>Total</b>	100

**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:**

**A. SOLICITATION:**

1. **ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 120 days from the due date of proposal submissions. At the end of the 120 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.
  
2. **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](http://www.eva.virginia.gov)) for a minimum of ten (10) days.
  
3. **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.
  
4. **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. a separate award of each item,
- b. an award of a group of items,
- c. an award either in whole or in part,
- d. a single award, or
- e. a multiple award

5. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon ninety (90) 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.
6. **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.
7. **CONTROLLING VERSION:** The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.
8. **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.
9. **IDENTIFICATION OF 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
<b>Street #/Name or P.O. Box #</b>	<b>City, State and Zip Code</b>

- 10. 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.
- 11. 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:**

- 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.
- 12. 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.
- 13. PREBID/PREPROPOSAL CONFERENCE - MANDATORY:** A mandatory preproposal conference will be at 1:00 p.m. on Wednesday, November 19, 2025 at the UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401. The purpose of this conference is to allow potential offerors an opportunity to present questions

and obtain clarification relative to any facet of this solicitation. Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those bidders/offerors that are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 1:00 p.m. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

14. **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>.
15. **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/furnish the goods 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 Bidder/Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any bid/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.
16. **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.
17. **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 via email to the Contract Officer named on the RFP cover page. 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.
18. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your bid/proposal submission certifies your understanding of the following:
  - a. 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.
  - b. 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.
  - c. 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.

**B. CONTRACT:**

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. **ADDITION AND/OR DELETION OF COVERED BUILDINGS:** Without penalty, during the contract period, buildings may be acquired, and new buildings constructed or renovated; which would necessitate addition or deletion of these buildings from the contract.
3. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, contractor shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
4. **AS BUILT DRAWINGS:** When applicable, the contractor shall provide the University a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the University upon completion of the work and prior to final payment.
5. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon ninety (90) 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.
6. **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; or
- iii. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

**7. 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:
  - 1) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - 2) 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
  - 3) 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.
- c. 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.

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

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

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

Licensed Class A Virginia Contractor No		Specialty	
Licensed Class B Virginia Contractor No		Specialty	

Licensed Class C Virginia Contractor No		Specialty	
---	--	-----------	--

If the offeror shall fail to provide this information on their proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the University in writing when requested to do so before or after the opening of proposals, the contractor shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and the proposal will not be considered. If a offeror shall fail to obtain the required license prior to submission of their proposal, the proposal shall not be considered

- 10. CONTRACTOR’S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
  
- 11. 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.
  
- 12. 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.

- 13. 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.
- 14. 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.
- 15. DELIVERY POINT:** All items shall be delivered F.O.B. destination point, or as directed by the University.
- 16. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 17. ELECTRONIC WASTE DISPOSAL:** Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.
- 18. 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.

- 19. 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.
- 20. EXTRA CHARGES PROHIBITED:** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.
- 21. 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.
- 22. 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.
- 23. FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
- 24. 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 their own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.
- 25. 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.
- 26. 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.

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

**28. 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.

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

**30. PAYMENT TERMS:**

a. To Prime Contractor:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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).

b. To Subcontractors:

- i. A contractor awarded a contract under this solicitation is hereby obligated:
  - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - 2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- c. 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.

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

- 31. 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 they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as the contractor is for the acts and omissions of his own employees.
- 32. RENEWAL OF CONTRACT:** This contract may be renewed by the University for four (4) successive one-year periods. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- a. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Producer Price Index (PPI) for Commercial and Industrial Machinery and Equipment Repair and Maintenance (WPU551) category for the latest twelve months for which statistics are available.
  - b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Producer Price Index (PPI) for Commercial and Industrial Machinery and Equipment Repair and Maintenance (WPU551) category for the latest twelve months for which statistics are available.
- 33. 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 their company's 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.
- 34. 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.

**35. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

- a. 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.
- b. 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.
- c. 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.

**36. 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.

**37. 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.

**38. 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](#).

**39. 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.

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

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

**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](mailto: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

**University of**  
**Mary Washington**  
Procurement Services

[invoices@mail.umw.edu](mailto: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**  
**PRICING**

**PRICING SCHEDULE**

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE**

Failure to complete any of the pricing below may result in a non-responsive determination and will be cause for rejection of the proposal.

The Contractor agrees to provide the services in compliance with the scope of work and terms and conditions of this RFP at the following rates:

**PREVENTATIVE MAINTENANCE:**

Lump sum price for the preventative maintenance services as described herein: \$\_\_\_\_\_ per month.

**PARTS:**

Parts shall be billed at Contractor’s list price minus \_\_\_\_\_% discount.

**LABOR RATES:**

<b>Labor Category</b>	<b>Regular Hourly Rate</b>	<b>Overtime Hourly Rate</b>
Superintendent Foreman		
Steamfitter		
Welder		
Equipment Operator		
Insulator		
Master Electrician		
Control Technician		
HVAC Technician		
Journeyman Electrician		
Bricklayer		
Cement Mason		
Master Plumber		
Journeyman Plumber		
Electrical Apprentice		
Plumbing Apprentice		
Masonry Apprentice		
Bricklaying Apprentice		
Welding Apprentice		
Steam Fitting Apprentice		
Laborer		
Burner Technician		

**Attachment A (Continued):**  
**EQUIPMENT PRICING:**

<b>Equipment</b>	<b>Cost Per ½ day</b>	<b>Cost Per Day</b>	<b>Cost Per Week</b>	<b>Cost Per Month</b>
Crane, truck-mounted hydraulic 25-30 ton				
Crane, truck-mounted hydraulic 35-50 ton				
Backhoe, Crawler, ½-¾ CY				
Backhoe, Crawler, 1 – 1 ½ CY				
Backhoe-loader rubber tire, ½-¾ CY Loader				
Backhoe-loader rubber tire, 1 – 1 ½ CY Loader				
Roller, tandem, 3-5 ton				
Compactor, double drum roller walk behind				
Plate Tamper, 1000 lb blow				
Plate Tamper, 5000 lb blow				
Bulldozer, crawler, 100 – 140 HP				
Loader, crawler 1 ½ - 1 ¾ CY				
Loader, crawler 1 ¾ - 2 ¼ CY				
Loader, rubber tire, 1 ½ - 1 ¾ CY				
Loader, rubber tire, 1 ¾ - 2 ¼ CY				
Trencher, rubber tire, 4’ deep, 12” wide				
Dump Truck, Tandem, 12 ton				
Dump Truck, Three Axle, 16 ton				
Air Compressor, 60 – 150 CFM				
Air Compressor, 160 – 250 CFM				
Pavement Breaker, 60 lb (incl hose & points)				
Pavement Breaker, 80 lb (incl hose & points)				
Pavement Breaker, 100 lb (incl hose & points)				
Barricades, saw horse type, with flasher				
Barricades, barrel, with flasher				
Fence 6’ high chain link, 10’ section				
Fence, orange plastic, 4 x 4				
Generator				
Light Tower				
Pump 1 ½”				
Pump 2”				
Pump 3”				
Trash Pump				
Welder, gas, 200 amp (leads, gas & welding rods)				
Trench Box				

Combustion Analyzer (Oil Only)				
Confined Space				
Manhole Ventilation Blower				
Core Drill				
Trailer				
Press Washer				
Combustion Analyzer (Title V)				

**ATTACHMENT B  
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 B (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 (\$)
<b>Total Planned Subcontracting Spend (\$)</b>					

**ATTACHMENT C  
SWAM SUBCONTRACTING SPEND REPORTING**

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

The screenshot shows the University of Mary Washington Procurement Services website. At the top, there is a navigation bar with links for Students, Faculty & Staff, Alumni, and Give. Below this is the 'Administration and Finance' section, followed by the 'Procurement Services' header. A secondary navigation bar includes 'Laws, Policies and Procedures', 'Buyer Resources', 'SPCC', 'Technology Purchases', 'Vendors', and 'UMW Supplier Expo'. A dropdown menu is open under 'Vendors', with 'SWaM and Non-SWaM Reporting' highlighted by a red box and a red arrow. Below the menu is a 'QUICK LINKS' section and a 'SWaM Subcontractor Reporting' form. The form includes fields for 'Vendor \*', 'Contract Number', 'Name \*' (split into 'First' and 'Last'), and 'Email \*'. At the bottom, there is a 'Select Reporting Method \*' section with two radio button options: 'Upload Spreadsheet/Document' and 'Manual Input'. Red arrows point from external text to these options: 'Upload Document - Excel or Word only' points to 'Upload Spreadsheet/Document', and 'Manually type information for each sub-contractor' points to 'Manual Input'.

**ATTACHMENT D**

**RFP UCPUMW 26-2047/Maintenance & Repair of Boilers and Steam Distribution Systems  
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 to qualify for a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

**IMPORTANT DATES & REMINDERS**

- Pre-proposal conference: November 19, 2025 at 1:00 p.m. Location: UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401
- No Questions Accepted after 2:00 P.M., November 21, 2025. All Questions must be directed via email toward the Procurement Officer for this solicitation: Kenneth R. Manahan, [kmanaha2@umw.edu](mailto:kmanaha2@umw.edu).
- Proposal Due Date and time: 2:00 p.m., December 5, 2025- Proposals submitted after 2:00 p.m. as indicated by the official Procurement clock will NOT be accepted.
- All proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum. If sending the proposal by mail, the address to send the proposal to is located on the RFP Cover Page.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

**REQUIRED DOCUMENT SUBMISSION**

Acknowledgement:

**The classification 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 an entire classification designation, the proposal will be rejected.

Documents to Submit:

- Completed and signed RFP cover page.
- Any/All signed addenda.
- Electronic Copy of Proposal (Original and, if required, a Redacted copy)
- Description of the Offering firm's history and expertise.
- Completed Attachment A, Pricing Sheet.
- Completed Attachment B, Small Business Subcontracting Plan.
- Any exceptions taken to University's Terms and Conditions.
- Resumes or statement of qualifications for proposed key personnel
- Three references for similar work (include project name, named point of contact, phone number, and email address.
- Evidence of appropriate licensure, insurance and certifications associated with this line of work.
- Current Certificate of Liability Insurance



**ADDENDUM**  
November 16, 2025

**ADDENDUM NO. 1 TO ALL OFFERORS:**

Reference – Request for Proposals: UCPUMW 26-2047/Maintenance & Repair of Boilers & Steam Distribution Systems  
Date Issued: November 11, 2025  
For Delivery to: University of Mary Washington, Commonwealth of Virginia  
Proposal Due Date: 2:00 p.m., December 5, 2025

This addendum consists of two (2) pages.

The purpose of this addendum is to correct the RFP cover page, which incorrectly indicated the Pre-Proposal Conference as both “Optional” and “Mandatory”. For clarity, attendance at the Pre-Proposal Conference is mandatory. A copy of the corrected RFP cover page is attached to this addendum. This corrected cover page supersedes the original and must be signed and submitted with the Offeror’s proposal.

**END OF ADDENDUM NO. 1**

Contract Officer: Kenneth R. Manahan  
Procurement Services  
University of Mary Washington  
Phone: (540)654-1006

RFP UCPUMW 26-2047 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: \_\_\_\_\_

**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** November 11, 2025

**RFP NUMBER & TITLE:** UCPUMW 26-2047/Maintenance & Repair of Boilers and Steam Distribution Systems

**PROPOSAL DUE DATE & TIME:** 2:00 p.m., December 5, 2025  
**NOTE: Proposals received after the due date and time cannot be accepted.**

**PROPOSAL DELIVERY ADDRESS:** University of Mary Washington  
 Procurement Services / Reference RFP UCPUMW 26-2047  
 Eagle Village Executive Offices, Suite 480  
 1125 Emancipation Hwy., Fredericksburg, VA 22401

**WORK LOCATION:**  All Campuses  Fredericksburg  Stafford  Dahlgren

**COMMODITY CODE(S):** **82014, 94125, 94152, 82096**

**PRE-PROPOSAL CONFERENCE:**  Optional  Mandatory  N/A **DATE & TIME: November 19, 2025 at 1:00 p.m.**

**PRE-PROPOSAL LOCATION:** UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401

**CONTRACT OFFICER:** Kenneth R. Manahan kmanaha2@umw.edu

**PERIOD OF CONTRACT:** April 1, 2026 through March 31, 2027 with four, one-year renewal options that if exercised results in a final contract expiration date of March 31, 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:** \_\_\_\_\_



**ADDENDUM**  
November 21, 2025

**ADDENDUM NO. 2 TO ALL OFFERORS:**

Reference – Request for Proposals: UCPUMW 26-2047/Maintenance & Repair of Boilers & Steam Distribution Systems  
Date Issued: November 11, 2025  
For Delivery to: University of Mary Washington, Commonwealth of Virginia  
Proposal Due Date: 2:00 p.m., December 5, 2025

This addendum consists of one (1) pages.

The purpose of this addendum is to publish the attendees list to the pre-proposal conference held on November 19, 2025 at 1:00 p.m.

**END OF ADDENDUM NO. 2**

Contract Officer: Kenneth R. Manahan  
Procurement Services  
University of Mary Washington  
Phone: (540) 654-1006

RFP UCPUMW 26-2047 Addendum No. 2 (and all addenda) should be acknowledged and included in the RFP submittal package.



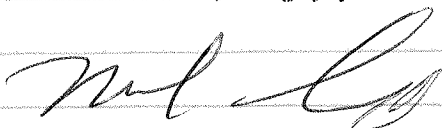
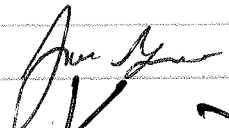

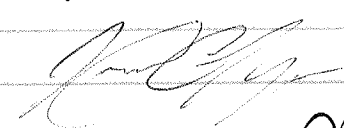
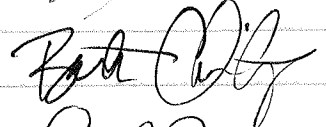

NAME OF OFFERING FIRM: \_\_\_\_\_

NAME OF OFFEROR REPRESENTATIVE: \_\_\_\_\_

OFFEROR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOVEMBER 19, 2025  
P.R.E - PROSAL CONFERENCE  
UNIVERSITY OF MARY WASHINGTON  
RFP # UCPUMW 26-2047

<u>PRINTED NAME</u>	<u>COMPANY</u>	<u>SIGNATURE</u>
Joe Gallagher	Welding Processes & Mechanical	
Mike Woodall	PME inc	
Michael Edwards	ACI	
Johnny Gutridge	Stingray welding	
Kenny Thomas	CAPITOL BOILER	
Jacob Gligan	Brothers Mechanical	
BARTON CHRISTY	Benchmark Service Group	
SEAN PAGE	DAIKIN APPLIED	

# CONTRACTOR'S PROPOSAL



12/05/2025

Puyenpa Mechanical Construction  
28255 Three Notch Rd., Suite B  
Mechanicsville, MD 20659

Attn: Kenneth R. Manahan

[Project Location: Fredericksburg Campus](#)

[Project: UCPUMW 26-2047/Maintenance & Repair of Boilers and Steam Distribution Systems](#)

PMC is pleased to submit our proposal for the UCPUMW 26-2047/Maintenance & Repair of Boilers and Steam Distribution Systems. Please review our proposal below to include items required by section VI-B 1 & 2 as listed on page 7 of the RFP.

## **(2. A) Description of the Firm**

Puyenpa Enterprises LLC, operating as Puyenpa Mechanical Construction (PMC), is a comprehensive mechanical contractor offering a wide range of mechanical services, including HVAC, Refrigeration, Steam, and Plumbing. PMC specializes in installing, maintaining, and repairing mechanical systems across all types of facilities, both interior and exterior.

PMC is part of the Puyenpa family of companies, comprising several SBA-certified Native American Tribal 8(a) and multi-certified organizations that deliver Information Technology, Management Consulting, Mechanical Services/Construction, and General Construction solutions to both the Federal Government and the Commercial Sector.

The PMC business unit was launched in September 2025 by Puyenpa Enterprises, LLC, along with a group of experienced mechanical contracting veterans dedicated to improving the lives of PMC employees and the Puyenpa family of companies. Together, the two entities aim to deliver excellence across every aspect of the business.

PMC has several employees with decades of experience in the services outlined in RFP#UCPUMW 26-2047 - Maintenance & Repair of Boilers and Steam Distribution Systems. Additionally, PMC maintains a core team of employees who have worked on this previous contract and other contracts at the University of Mary Washington (UMW) Campus for nearly 30 years.

Mike Woodall, Program Manager for PMC, will serve as the Account Representative overseeing this maintenance agreement if PMC is awarded the contract to provide the services required by this RFP. Mike has been involved in boiler plant upgrades and maintenance over the years and has worked closely with Mr. Jim Marcum. Additionally, Gary Pedri and Glenn Dean are part of the PMC team, both bringing decades of experience at the UMW Boiler plant and across the broader UMW campus. Gary Pedri was factory-trained at the Fireye Factory in Deery, New Hampshire, on the Nexus NX6100 Platform, the combustion controller currently installed and operating the boilers at the UMW Boiler Plant.

While PMC is a newer organization, the Puyenpa family of companies has delivered solutions to federal government and commercial-sector clients for years. The key personnel at PMC who will perform the services required under this RFP have decades of direct experience with the boilers at the UMW plant and the steam distribution systems across the UMW campus. Furthermore, these key personnel have extensive industry experience and are well-equipped to apply their expertise in UMW boilers and steam systems, making them an ideal choice for this contract.

Beyond the key personnel with decades of firsthand on-site experience, the broader PMC Team is also familiar with UMW, as nearly every member has worked on campus there. Beyond UMW's expertise, the team has substantial experience in educational facilities, including K-12 and higher education, throughout most of their careers. Educational Facilities are a key segment of our industry's customer base. For any further questions or clarifications about the qualifications or experience of the PMC team, please do not hesitate to reach out to our Program Manager, Mike Woodall, at 240-930-0575.

## **(2. B) Resumes and Statement of Qualifications**

### **Key Personnel:**

Mike Woodall- Program Manager – Resume Attached

- 25 Years of Experience on the University of Mary Washington Campus
- Rebuilt/Retubed Boilers in the boiler plant in approximately 2004

- Has served/vast experience on the University of Mary Washington Boiler Plant and broader campus distribution systems
- 30 Years of Experience in the Industry
- Personal working relationships with the University of Mary Washington Campus Team

Gary Pedri- Senior Boiler Tech

- 29 Years of Experience on the University of Mary Washington Campus
- Extensive Experience on the University of Mary Washington Campus
- Extensive Experience in the University of Mary Washington Boiler Plant
- Extensive Experience in maintaining the boilers in the University of Mary Washington Boiler Plant
- 30+ Years of Experience in the Industry
- Personal working relationships with the University of Mary Washington Campus Team
- Factory Trained at FireEye in Derry, New Hampshire on the Nexus Platform specifically for existing boilers in the UMW Boiler Plant

Glenn Dean- Senior Foreman

- 10+ Years of Experience on the University of Mary Washington Campus
- 10+ Years of Experience at the University of Mary Washington Boiler Plant
- Worked hand-in-hand with both Mike Woodall and Gary Pedri to support both maintenance and projects at the University of Mary Washington Campus and Boiler Plant

## **(2. C) References for Similar Work**

### **Reference# 1**

Gonzaga College High School  
HVAC Maintenance and Various Projects

Contacts:

Stephen Neill – Chief Operating Officer  
Cell- 240-593-5913  
Email- [sneill@gonzaga.org](mailto:sneill@gonzaga.org)

Luis Aveleyra – Facilities Director  
Cell- 240-372-0405  
Email- [laveleyra@gonzaga.org](mailto:laveleyra@gonzaga.org)

### **Reference# 2**

Various HVAC Projects and maintenance as needed

St. Albans School  
3101 Wisconsin Avenue, NW  
Washington, D.C. 20016

Kirk Atkins – Facilities Manager

Cell- 202-437-2372

[katkins@stalbansschool.org](mailto:katkins@stalbansschool.org)

**Reference# 3**

Execution of this Maintenance Agreement and numerous other projects across the campus.

University of Mary Washington

1301 College Avenue

Fredericksburg, VA 22401

James Marcum

Cell 540-424-8915

Patrick Bailey

540-621-2497

[pbailey2@umw.edu](mailto:pbailey2@umw.edu)

**Reference# 4**

Various HVAC Projects and maintenance as needed

Maryland Environmental Service

259 Najoles Road

Millersville, MD 21108

Will Richardson

Cell 410-294-8527

[wrichardson@menv.com](mailto:wrichardson@menv.com)

**(2. D) LICENSURE, INSURANCE, CERTS**

SEE ATTACHED

**(2. E) SWAM**

Puyenpa Mechanical Construction has applied for Virginia Small Business recognition under certification# 842196. We understand this cannot be recognized at this time, as the RFP specifically states it cannot be recognized unless certified at the time of submission. Also attached to this submission is the Virginia Small Business application for reference, along with the Federal Government (SAM.GOV Profile) registry for verification of recognition as a small business. Additionally, Puyenpa Enterprises, LLC, DBA Puyenpa Mechanical Construction, is preparing the MBE Application in the state of Virginia, as we are a federally recognized Native American-owned entity and a tribally owned firm. We expect to have the small business certification processed by the time of contract award and should have MBE certification in the state of Virginia shortly after the contract begins. As we understand, these statuses cannot be officially recognized at this time, we have prepared "Attachment B" to show our plan to support the university's small business participation goals until our certifications are finalized. Once we receive our certifications, we will be able to independently and directly help fulfill the University's goal of 42% small-business engagement.

## **(2. F) PRICING SCHEDULE (SEE ATTACHMENT A)**

## **(3) Exceptions to Terms and Conditions as stated in the RFP**

We have no exceptions or issues with the terms of this RFP.

## **(4) Any Other Information**

- SAM.GOV Registry
- VA Small Business Application



**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** November 11, 2025

**RFP NUMBER & TITLE:** UCPUMW 26-2047/Maintenance & Repair of Boilers and Steam Distribution Systems

**PROPOSAL DUE DATE & TIME:** 2:00 p.m., December 5, 2025  
**NOTE: Proposals received after the due date and time cannot be accepted.**

**PROPOSAL DELIVERY ADDRESS:** University of Mary Washington  
 Procurement Services / Reference RFP UCPUMW 26-2047  
 Eagle Village Executive Offices, Suite 480  
 1125 Emancipation Hwy., Fredericksburg, VA 22401

**WORK LOCATION:**  All Campuses  Fredericksburg  Stafford  Dahlgren

**COMMODITY CODE(S):** 82014, 94125, 94152, 82096

**PRE-PROPOSAL CONFERENCE:**  Optional  Mandatory  N/A **DATE & TIME: November 19, 2025 at 1:00 p.m.**

**PRE-PROPOSAL LOCATION:** UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401

**CONTRACT OFFICER:** Kenneth R. Manahan kmanaha2@umw.edu

**PERIOD OF CONTRACT:** April 1, 2026 through March 31, 2027 with four, one-year renewal options that if exercised results in a final contract expiration date of March 31, 2031.

Type text here

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:** Puyenpa Enterprises, LLC. DBA Puyenpa Mechanical Construction

**Address of Offering Firm:** 28255 Three Notch Road, Suite B, Mechanicsville MD 20659


**DSBSD Certification No.:** Submitted Tracking# 842196 **Expiration Date:** TBD

**eVA ID:** SUP339372 **Tax ID:** 880667397

**Email:** mike.woodall@puyenpa.com **Telephone:** 240-930-0575

**Website:** puyenpa.com **Fax:** \_\_\_\_\_

**Submitted By (Print Name & Title):** Michael Woodall - Program Manager

**Signature (In Ink):**  **Date:** 12/1/2025

**Licensed Class A Virginia Contractor NO -2705198625**



**ADDENDUM**  
November 16, 2025

**ADDENDUM NO. 1 TO ALL OFFERORS:**

Reference – Request for Proposals: UCPUMW 26-2047/Maintenance & Repair of Boilers & Steam Distribution Systems  
Date Issued: November 11, 2025  
For Delivery to: University of Mary Washington, Commonwealth of Virginia  
Proposal Due Date: 2:00 p.m., December 5, 2025

This addendum consists of two (2) pages.

The purpose of this addendum is to correct the RFP cover page, which incorrectly indicated the Pre-Proposal Conference as both "Optional" and "Mandatory". For clarity, attendance at the Pre-Proposal Conference is mandatory. A copy of the corrected RFP cover page is attached to this addendum. This corrected cover page supersedes the original and must be signed and submitted with the Offeror's proposal.

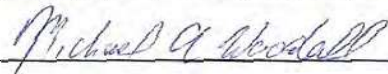
**END OF ADDENDUM NO. 1**

Contract Officer: Kenneth R. Manahan  
Procurement Services  
University of Mary Washington  
Phone: (540)654-1006

RFP UCPUMW 26-2047 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: Puyenpa Enterprises, LLC. DBA Puyenpa Mechanical Construction

NAME OF OFFEROR REPRESENTATIVE: Michael A Woodall

OFFEROR SIGNATURE: 

DATE: 12/4/2025

**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** November 11, 2025

**RFP NUMBER & TITLE:** UCPUMW 26-2047/Maintenance & Repair of Boilers and Steam Distribution Systems

**PROPOSAL DUE DATE & TIME:** 2:00 p.m., December 5, 2025  
**NOTE: Proposals received after the due date and time cannot be accepted.**

**PROPOSAL DELIVERY ADDRESS:** University of Mary Washington  
 Procurement Services / Reference RFP UCPUMW 26-2047  
 Eagle Village Executive Offices, Suite 480  
 1125 Emancipation Hwy., Fredericksburg, VA 22401

**WORK LOCATION:**  All Campuses  Fredericksburg  Stafford  Dahlgren

**COMMODITY CODE(S):** 82014, 94125, 94152, 82096

**PRE-PROPOSAL CONFERENCE:**  Optional  Mandatory  N/A **DATE & TIME: November 19, 2025 at 1:00 p.m.**

**PRE-PROPOSAL LOCATION:** UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401

**CONTRACT OFFICER:** Kenneth R. Manahan kmanaha2@umw.edu

**PERIOD OF CONTRACT:** April 1, 2026 through March 31, 2027 with four, one-year renewal options that if exercised results in a final contract expiration date of March 31, 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:** Puyenpa Enterprises, LLC. DBA Puyenpa Mechanical Construction

**Address of Offering Firm:** 28255 Three Notch Road Ste. B Mechanicsville MD 20659

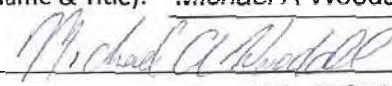
**DSBSD Certification No.:** Submitted Tracking Cert# 842196 **Expiration Date:** TBD

**eVA ID:** SUP339372 **Tax ID:** 880667397

**Email:** mike.woodall@puyenpa.com **Telephone:** 240-930-0575

**Website:** puyenpa.com **Fax:**

**Submitted By (Print Name & Title):** Michael A Woodall - Program Manager

**Signature (In Ink):**  **Date:** 12/4/2025

**Licensed Class A Virginia Contractor NO -2705198625**



Procurement Services

**ADDENDUM**  
November 21, 2025

**ADDENDUM NO. 2 TO ALL OFFERORS:**

Reference – Request for Proposals: UCPUMW 26-2047/Maintenance & Repair of Boilers & Steam Distribution Systems  
Date Issued: November 11, 2025  
For Delivery to: University of Mary Washington, Commonwealth of Virginia  
Proposal Due Date: 2:00 p.m., December 5, 2025

This addendum consists of one (1) pages.

The purpose of this addendum is to publish the attendees list to the pre-proposal conference held on November 19, 2025 at 1:00 p.m.

**END OF ADDENDUM NO. 2**

Contract Officer: Kenneth R. Manahan  
Procurement Services  
University of Mary Washington  
Phone: (540) 654-1006

RFP UCPUMW 26-2047 Addendum No. 2 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: Puyenpa Enterprises, LLC. DBA Puyenpa Mechanical Construction

NAME OF OFFEROR REPRESENTATIVE: Michael A Woodall

OFFEROR SIGNATURE: 

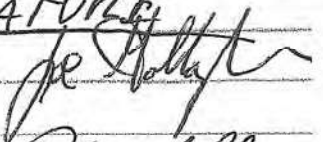
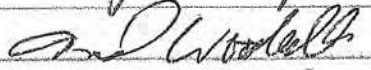
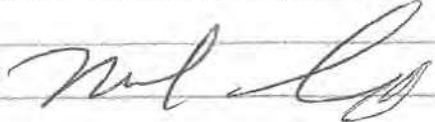
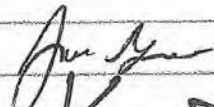


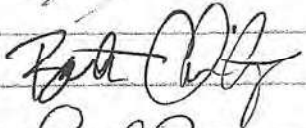

DATE: 12/4/2025

NOVEMBER 19, 2025

PRE-PROPOSAL CONFERENCE

UNIVERSITY OF MARY WASHINGTON

RFP # UCPUMW 26-2047

PRINTED NAME	COMPANY	SIGNATURE
Joe Gallagher	Welding Processes & Mechanical	
Mike Woodall	PMC inc	
Michael Edmunds	ACI	
Johnny Goutridge	Stingray welding	
Kenny Thomas	CAPITAL BOLT	
Jacob Coligan	Brothers Mechanical	
BARTON CHRISTY	Benchmark Service Group	
SEAN PAGE	DAIKIN APPLIED	

**ATTACHMENT A  
 PRICING**

**PRICING SCHEDULE**

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE**

Failure to complete any of the pricing below may result in a non-responsive determination and will be cause for rejection of the proposal.

The Contractor agrees to provide the services in compliance with the scope of work and terms and conditions of this RFP at the following rates:

**PREVENTATIVE MAINTENANCE:**

Lump sum price for the preventative maintenance services as described herein: \$ 2,500.00 per month.

**PARTS:**

Parts shall be billed at Contractor’s list price minus 10 % discount.

**LABOR RATES:**

<b>Labor Category</b>	<b>Regular Hourly Rate</b>	<b>Overtime Hourly Rate</b>
Superintendent Foreman	\$146.00	\$217.00
Steamfitter	\$140.00	\$207.00
Welder	\$140.00	\$207.00
Equipment Operator	\$90.00	\$132.00
Insulator	\$130.00	\$187.00
Master Electrician	\$146.00	\$217.00
Control Technician	\$146.00	\$217.00
HVAC Technician	\$140.00	\$207.00
Journeyman Electrician	\$138.00	\$205.00
Bricklayer	\$80.00	\$127.00
Cement Mason	\$80.00	\$127.00
Master Plumber	\$146.00	\$217.00
Journeyman Plumber	\$140.00	\$207.00
Electrical Apprentice	\$83.00	\$125.00
Plumbing Apprentice	\$90.00	\$132.00
Masonry Apprentice	\$55.00	\$83.00
Bricklaying Apprentice	\$55.00	\$83.00
Welding Apprentice	\$90.00	\$132.00
Steam Fitting Apprentice	\$90.00	\$132.00
Laborer	\$80.00	\$127.00
Burner Technician	\$146.00	\$217.00

**Attachment A (Continued):**  
**EQUIPMENT PRICING:**

<b>Equipment</b>	<b>Cost Per ½ day</b>	<b>Cost Per Day</b>	<b>Cost Per Week</b>	<b>Cost Per Month</b>
Crane, truck-mounted hydraulic 25-30 ton	N/A	\$900.00	\$2,500.00	\$8,400.00
Crane, truck-mounted hydraulic 35-50 ton	N/A	\$1,300.00	\$3,800.00	\$10,600.00
Backhoe, Crawler, ½-3/4 CY	N/A	\$300.00	\$1,200.00	\$2,500.00
Backhoe, Crawler, 1 – 1 ½ CY	N/A	\$300.00	\$1,200.00	\$2,500.00
Backhoe-loader rubber tire, ½- ¾ CY Loader	N/A	\$425.00	\$1,400.00	\$3,200.00
Backhoe-loader rubber tire, 1 – 1 ½ CY Loader	N/A	\$425.00	\$1,400.00	\$3,200.00
Roller, tandem, 3-5 ton	N/A	\$500.00	\$1,450.00	\$3,700.00
Compactor, double drum roller walk behind	N/A	\$500.00	\$1,450.00	\$3,700.00
Plate Tamper, 1000 lb blow	N/A	\$325.00	\$1,250.00	\$2,200.00
Plate Tamper, 5000 lb blow	N/A	\$420.00	\$1,450.00	\$2,500.00
Bulldozer, crawler, 100 – 140 HP	N/A	\$1,950.00	\$4,200.00	\$11,900.00
Loader, crawler 1 ½ - 1 ¾ CY	N/A	\$350.00	\$1,500.00	\$2,750.00
Loader, crawler 1 ¾ - 2 ¼ CY	N/A	\$450.00	\$1,700.00	\$3,100.00
Loader, rubber tire, 1 ½ - 1 ¾ CY	N/A	\$800.00	\$2,050.00	\$5,400.00
Loader, rubber tire, 1 ¾ - 2 ¼ CY	N/A	\$1,500.00	\$3,550.00	\$9,000.00
Trencher, rubber tire, 4' deep, 12" wide	N/A	\$550.00	\$1,600.00	\$3,750.00
Dump Truck, Tandem, 12 ton	N/A	\$650.00	\$1,950.00	\$6,750.00
Dump Truck, Three Axle, 16 ton	N/A	\$850.00	\$2,500.00	\$8,400.00
Air Compressor, 60 – 150 CFM	N/A	\$200.00	\$700.00	\$2,500.00
Air Compressor, 160 – 250 CFM	N/A	\$200.00	\$700.00	\$2,500.00
Pavement Breaker, 60 lb (incl hose & points)	N/A	\$90.00	\$275.00	\$800.00
Pavement Breaker, 80 lb (incl hose & points)	N/A	\$110.00	\$325.00	\$875.00
Pavement Breaker, 100 lb (incl hose & points)	N/A	\$100.00	\$350.00	\$825.00
Barricades, saw horse type, with flasher	N/A	\$35.00	\$85.00	\$200.00
Barricades, barrel, with flasher	N/A	\$35.00	\$85.00	\$200.00
Fence 6' high chain link, 10' section	N/A	\$40.00	\$90.00	\$220.00
Fence, orange plastic, 4 x 4	N/A	\$33.00	\$50.00	\$150.00
Generator	N/A	\$450.00	\$1,300.00	\$3,350.00
Light Tower	N/A	\$325.00	\$700.00	\$1,550.00
Pump 1 ½"	N/A	\$85.00	\$275.00	\$650.00
Pump 2"	N/A	\$100.00	\$325.00	\$800.00
Pump 3"	N/A	\$165.00	\$415.00	\$1,000.00
Trash Pump	N/A	\$125.00	\$350.00	\$800.00
Welder, gas, 200 amp (leads, gas & welding rods)	N/A	\$250.00	\$700.00	\$1,500.00
Trench Box	N/A	\$110.00	\$400.00	\$1,500.00

Combustion Analyzer (Oil Only)	N/A	\$300.00	\$600.00	\$2,000.00
Confined Space	N/A	\$25.00	\$75.00	\$300.00
Manhole Ventilation Blower	N/A	\$75.00	\$300.00	\$650.00
Core Drill	N/A	\$225.00	\$550.00	\$950.00
Trailer	N/A	\$125.00	\$450.00	\$850.00
Press Washer	N/A	\$200.00	\$450.00	\$1,250.00
Combustion Analyzer (Title V)	N/A	\$300.00	\$600.00	\$2,100.00

**ATTACHMENT B  
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:** Puyenpa Enterprises, LLC. DBA Puyenpa Mechanical Construction

**Preparer Name:** Michael A. Woodall, Program Manager      **Date:** 12/4/2025

**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.

Type text here

**ATTACHMENT B (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**

<b>Small Business Name, Address &amp; DSBSD Cert No.</b>	<b>Indicate if also: Micro (O), Women (W), or Minority (M) Certified</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract (%)</b>	<b>Planned Contract Dollars During Initial Period of the Contract (\$)</b>
84 Lumber Company Eighty Four, PA 15330 SBSD 686367	W	Alexandra Iacovelli 828-230-7308 alexandra@84lumber.com	Construction Supplies	10%	\$10,000.00
Stocks General Contractors, LLC 192 Belle Plains Rd Fredericksburg, VA 22405 SBSD 723212	M	David T. Stocks 540-329-9093 info@stocksgc.com	Underground Utilities and Excavation	20%	\$20,000.00
Demolition & Asbestos Removal Inc. 4716 Hilltop Rd. Greensboro NC 27407 SBSD 653549	W	Elaine Rhodes (336) 510-1132 elainer@daricorp.com	Asbestos & Demolition	5%	\$5,000.00
MidAtlantic Supply, LLC Marlton, NJ 08053 SBSD# 666022	W	Diane DiSanto (856) 655-8161 diane.disanto@midlanticsupply.com	Pipe/Valves/Fittings	20%	\$20,000.00
<b>Total Planned Subcontracting Spend (\$)</b>					<b>\$55,000.00</b>

# Michael Woodall

28255 Three Notch Road, Suite B  
Mechanicsville MD 20659  
Email: [mike.woodall@puyenpa.com](mailto:mike.woodall@puyenpa.com)  
Cell: 240-930-0575

---

## Employment Experience

- **Program Manager- Puyenpa Mechanical Construction** Mechanicsville, MD, September 2025 – Current
  - Oversees all field crews (pipefitters, steamfitters, plumbers, welders, sheet metal workers).
  - Responsible for all manpower and employment hiring actions
  - Responsible for candidate screening, acquisition, and discharge
  - Coordinates work with foremen and leads on each shift.
  - Acts as the main point of contact between the mechanical contractor and the general contractor.
  - Ensures crews follow the project schedule and sequencing.
  - Creates or updates daily and weekly work schedules.
  - Reviews project milestones to ensure mechanical work stays on track.
  - Plans manpower needs: how many mechanics, welders, or fitters are needed at each phase.
  - Coordinates mechanical work with other trades (electrical, structural, controls).
  - Helps with change orders by identifying scope changes or field conditions.
  - Confirms material deliveries and equipment lead times.
  - Provides manpower updates and productivity reports.
  
- **Superintendent-Special Projects Division, JPG Services, Inc.** Jessup, MD, November 2022-August 2025
  - Oversees all mechanical field crews (pipefitters, steamfitters, plumbers, welders, sheet metal workers).
  - Coordinates work with foremen and leads on each shift.
  - Acts as the main point of contact between the mechanical contractor and the general contractor.
  - Ensures crews follow the project schedule and sequencing.
  - Creates or updates daily and weekly work schedules.
  - Reviews project milestones to ensure mechanical work stays on track.
  - Plans manpower needs: how many mechanics, welders, or fitters are needed at each phase.
  - Coordinates mechanical work with other trades (electrical, structural, controls).
  - Helps with change orders by identifying scope changes or field conditions.
  - Confirms material deliveries and equipment lead times.
  - Provides manpower updates and productivity reports.
  
- **Special Projects Superintendent, Limbach Inc.,** Laurel, MD, November 2011 – November 2022
  - Oversees all mechanical field crews (pipefitters, steamfitters, plumbers, welders, sheet metal workers).
  - Coordinates work with foremen and leads on each shift.
  - Acts as the main point of contact between the mechanical contractor and the general contractor.
  - Ensures crews follow the project schedule and sequencing.
  - Creates or updates daily and weekly work schedules.
  - Reviews project milestones to ensure mechanical work stays on track.
  - Plans manpower needs: how many mechanics, welders, or fitters are needed at each phase.

- Coordinates mechanical work with other trades (electrical, structural, controls).
  - Helps with change orders by identifying scope changes or field conditions.
  - Confirms material deliveries and equipment lead times.
  - Provides manpower updates and productivity reports.
- 
- **Steamfitter Foreman**, American Combustion Industries, Washington, D.C., June 2001 – November 2011
    - Installed, fabricated, maintained and repaired piping systems carrying steam, hot water, chilled water, gas and other high-pressure fluids.
    - Cut, weld, groove, thread, solder, and assemble piping according to blueprints and specs.
    - Installed, leveled, aligned, anchored, and connected boiler, chillers, pumps, exchangers, air handlers, cooling towers, and pressure vessels to the piping system.
    - Interpreted mechanical and architectural drawings
    - Determined pipe routing, elevations, and hanger locations
    - Configured lay outs of risers, and pipe racks in mechanical rooms.
    - Performed pressure, and pneumatic testing
    - Performed flushes and chemical cleanings
    - Provided startup assistance for boilers, chillers and pumps
    - Repaired and replaced faulty valves, pumps, traps, gaskets and sections of pipe.
    - Performed shutdowns and maintenance work
  
  - **Steamfitter Apprentice**, American Combustion Industries, Washington, D.C., September 1996 – June 2001
    - Assisted journeyman steamfitter in HAVC installations
    - Assisted journeyman steamfitter in medical gas installations
    - Learned blueprint and building plan reading
    - Material distribution
    - Attended Apprenticeship School

### **Education**

- Graduate of UA Steamfitters Local 602 Apprenticeship School 2001
- High School Graduate, Thomas Stone High School 1996

### **Community & Industry Involvement**

- Chapter Chairman for Southern Maryland Delta Waterfowl, 10 Years

# Gary Pedri

28255 Three Notch Road, Suite B  
Mechanicsville MD 20659

Email: [gary.pedri@puyenpa.com](mailto:gary.pedri@puyenpa.com)

Cell: 240-274-9196

---

## Employment Experience

- **Senior Boiler Technician- Puyenpa Mechanical Construction** Mechanicsville, MD, September 2025 – Current
  - Installs new boilers (steam, hot water, high-pressure, low-pressure).
  - Sets and aligns boilers, burners, circulators, pumps, and fuel systems.
  - Installs associated piping (steam, condensate, hydronic, gas, oil).
  - Connects electrical controls, safety devices, and automation systems.
  - Performs combustion setup and burner tuning after installation
  - Performs routine inspections to ensure proper operation.
  - Cleans burners, boiler tubes, fireboxes, and flue passages.
  - Tests water quality, adjusts chemicals, and maintains proper treatment.
  - Lubricates pumps, motors, and mechanical components.
  - Checks safety controls, low-water cutoffs, pressure/temperature switches, and relief valves.
  - Ensures compliance with ANSI, ASME, and local code requirements.
  - Diagnoses and Repair
  
- **Senior Boiler Technician, JPG Services, Inc.** Jessup, MD, November 2022- August 2025
  - Installs new boilers (steam, hot water, high-pressure, low-pressure).
  - Sets and aligns boilers, burners, circulators, pumps, and fuel systems.
  - Installs associated piping (steam, condensate, hydronic, gas, oil).
  - Connects electrical controls, safety devices, and automation systems.
  - Performs combustion setup and burner tuning after installation
  - Performs routine inspections to ensure proper operation.
  - Cleans burners, boiler tubes, fireboxes, and flue passages.
  - Tests water quality, adjusts chemicals, and maintains proper treatment.
  - Lubricates pumps, motors, and mechanical components.
  - Checks safety controls, low-water cutoffs, pressure/temperature switches, and relief valves.
  - Ensures compliance with ANSI, ASME, and local code requirements.
  - Diagnoses and Repair
  
- **Senior Boiler Technician, Limbach Inc.,** Laurel, MD, November 2011 – November 2022
  - Installs new boilers (steam, hot water, high-pressure, low-pressure).
  - Sets and aligns boilers, burners, circulators, pumps, and fuel systems.
  - Installs associated piping (steam, condensate, hydronic, gas, oil).
  - Connects electrical controls, safety devices, and automation systems.
  - Performs combustion setup and burner tuning after installation
  - Performs routine inspections to ensure proper operation.
  - Cleans burners, boiler tubes, fireboxes, and flue passages.

- Tests water quality, adjusts chemicals, and maintains proper treatment.
  - Lubricates pumps, motors, and mechanical components.
  - Checks safety controls, low-water cutoffs, pressure/temperature switches, and relief valves.
  - Ensures compliance with ANSI, ASME, and local code requirements.
  - Diagnoses and Repair
- 
- **Service Technician**, American Combustion Industries, Washington, D.C., June 2000 – November 2011
    - Performed service and startup on various HVAC Systems
    - Installed, maintained and performed troubleshooting of steam, hydronic, chilled water, and high-pressure piping systems
    - Read Blueprints and planned layout
    - Set Equipment
    - Set chillers, boilers, pumps, air handlers, VAV boxes, heat exchangers, and mechanical skids.
    - Performed pipe fabrication, layout, cutting, grooving, threading, and welding.
    - Conducted pressure tests and commissioning procedures.
    - Worked on government buildings, hospitals, schools, data centers, and office buildings.
    - Followed Local 602 standards, jobsite safety procedures, and mechanical specifications.
    - Provided guidance and support to apprentices on the job.
- 
- **Steamfitter Apprentice**, American Combustion Industries, Washington, D.C., September 1995 – June 2000
    - Assisted journeyman steamfitter in HVAC installations
    - Assisted journeyman steamfitter in medical gas installations
    - Learned blueprint and building plan reading
    - Material distribution
    - Attended Apprenticeship School

### **Education**

- Graduate of UA Steamfitters Local 602 Apprenticeship School 2000
- High School Graduate, Gwynn Park High School 1990

# Glen Dean

28255 Three Notch Road, Suite B  
Mechanicsville MD 20659  
Email: [glen.dean@puyenpa.com](mailto:glen.dean@puyenpa.com)  
Cell: 240-538-5953

---

## Employment Experience

- **Steamfitter Foreman- Puyenpa Mechanical Construction** Mechanicsville, MD, September 2025 – Current
  - Oversees mechanical field projects (pipefitters, steamfitters, plumbers, welders, sheet metal workers).
  - Coordinates work with both clients, general contractors, and subcontractors
  - Ensures successful execution of project schedules and sequencing.
  - Reviews project milestones to ensure mechanical work stays on track with both client and PMC Program Manager
  - Plans and executes assigned projects
  - Helps with change orders by identifying scope changes or field conditions.
  - Confirms material deliveries and equipment lead times.
  - Provides manpower updates and productivity reports.
  
- **Steamfitter Foreman, JPG Services, Inc.** Jessup, MD, November 2022- August 2025
  - Oversees mechanical field projects (pipefitters, steamfitters, plumbers, welders, sheet metal workers).
  - Coordinates work with both clients, general contractors, and subcontractors
  - Ensures successful execution of project schedules and sequencing.
  - Reviews project milestones to ensure mechanical work stays on track with both client and PMC Program Manager
  - Plans and executes assigned projects
  - Helps with change orders by identifying scope changes or field conditions.
  - Confirms material deliveries and equipment lead times.
  - Provides manpower updates and productivity reports.
  
- **Steamfitter Foreman, Limbach Inc.,** Laurel, MD, June 2016 – November 2022
  - Oversees mechanical field projects (pipefitters, steamfitters, plumbers, welders, sheet metal workers).
  - Coordinates work with both clients, general contractors, and subcontractors
  - Ensures successful execution of project schedules and sequencing.
  - Reviews project milestones to ensure mechanical work stays on track with both client and PMC Program Manager
  - Plans and executes assigned projects
  - Helps with change orders by identifying scope changes or field conditions.
  - Confirms material deliveries and equipment lead times.
  - Provides manpower updates and productivity reports.

- **Steamfitter Apprentice**, Limbach, Laurel Maryland, September 2011 – June 2016
  - Assisted journeyman steamfitter in HAVC installations
  - Assisted journeyman steamfitter in medical gas installations
  - Learned blueprint and building plan reading
  - Material distribution
  - Attended Apprenticeship School

### **Education**

- Graduate of UA Steamfitters Local 602 Apprenticeship School 2016
- High School Graduate, Chopticon High School 2009

# DPOR License Lookup License Number 2705198625

## License Details

<b>Name</b>	PUYENPA ENTERPRISES LLC
<b>DBA Name</b>	PUYENPA MECHANICAL CONSTRUCTION
<b>License Number</b>	2705198625
<b>License Description</b>	Contractor
<b>Firm Type</b>	LLC - Limited Liability Company
<b>Rank <sup>1</sup></b>	Class A
<b>Address</b>	28255 THREE NOTCH RD STE B, MECHANICSVILLE, MD 20659
<b>Specialties<sup>2</sup></b>	Gas Fitting (GFC) Heating Ventilation and Air Conditioning (HVA) Plumbing (PLB)
<b>Initial Certification Date</b>	2025-12-03
<b>Expiration Date</b>	2027-12-31

- 1 Refer to the Statutory Definitions (<http://law.lis.virginia.gov/vacode/title54.1/chapter11/section54.1-1100/>) for descriptions of the rank or class of license (A, B, or C) that determines the monetary limits on contracts/projects.
- 2 Refer to the Classification Definitions (<https://law.lis.virginia.gov/admincode/title18/agency50/chapter22/section20/>) and Specialty Definitions (<https://law.lis.virginia.gov/admincode/title18/agency50/chapter22/section30/>) for detailed definitions of these classifications and specialties.

The data located on this website are not the public records of the Department of Professional and Occupational Regulation (DPOR). All public records are physically located at DPOR's Public Records Section: 9960 Mayland Drive, Suite 400, Richmond, VA 23233. While DPOR works to ensure the accuracy of the data provided online, the data available on these pages are updated routinely but may not be up to date at all times (due to document processing delays, technical maintenance, etc.).

DPOR assumes no liability for any errors, omissions, or inaccuracies in the information provided or for any reliance on data provided online. While DPOR has attempted to ensure that the data contained herein are accurate and reflect the status of its regulants, DPOR makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. If discrepancies or errors are discovered, please inform DPOR so that appropriate action may be taken.

DPOR License Lookup build 1,524 (built 2025-04-18 11:59:26).

**COMMONWEALTH of VIRGINIA**

Department of Professional and Occupational Regulation  
9900 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

EXPIRES ON  
07-31-2026

NUMBER  
2710042547



DANIEL J DAVILA  
532 CANTERBURG CIR  
PURCELLVILLE, VA 20132

BOARD FOR CONTRACTORS  
TRADESMAN

**DPOR**

*Katherine S. Thone*  
Katherine S. Thone, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

**DPOR** COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

BOARD FOR CONTRACTORS  
TRADESMAN  
NUMBER: 2710042547 EXPIRES: 07-31-2026

DANIEL J DAVILA  
532 CANTERBURG CIR  
PURCELLVILLE, VA 20132



TRADE DESIGNATIONS  
MASTER HEATING VENTILATION AND AIR COND.

DPOR-PC (03/2017)

Status can be verified at <http://www.dpor.virginia.gov>

ST JOCKEY CLUB  
HYMARKET, VA 20169

DPOR-LIC (02/2

(RETRACHT

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
08-31-2026

NUMBER  
2717058964

BOARD FOR CONTRACTORS  
BACKFLOW PREVENTION DEVICE WORKER



ANTHONY PAUL JOSEPH SPARTA  
307 OAKWOOD RD  
EDGEWATER, MD 21037



*Brian Wofford*  
Brian Wofford, Interim Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

BOARD FOR CONTRACTORS  
BACKFLOW PREVENTION DEVICE WORKER  
NUMBER: 2717058964 EXPIRES: 08-31-2026

ANTHONY PAUL JOSEPH SPARTA  
307 OAKWOOD RD  
EDGEWATER, MD 21037



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

**EXPIRES ON**  
09-30-2028

**NUMBER**  
2710086042

**BOARD FOR CONTRACTORS  
TRADESMAN**



**ANTHONY PAUL JOSEPH SPARTA**  
307 OAKWOOD RD  
EDGEWATER, MD 21037



*James B. Wilkinson, Jr.*  
James B. "Jeb" Wilkinson, Jr., DIRECTOR

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

**DPOR** COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

**BOARD FOR CONTRACTORS  
TRADESMAN**

NUMBER: 2710086042 EXPIRES: 09-30-2028

**ANTHONY PAUL JOSEPH SPARTA**  
307 OAKWOOD RD  
EDGEWATER, MD 21037



(FOLD)

**TRADE DESIGNATIONS**

**MASTER GAS FITTER  
MASTER PLUMBER**

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)





**From:** [Virginia Department of Small Business and Supplier Diversity](#)  
**To:** [pmc.service@puyenpa.com](mailto:pmc.service@puyenpa.com); [Anthony Quade](#)  
**Subject:** Certification #:842196 Submitted/Resubmitted  
**Date:** Tuesday, December 2, 2025 11:46:39 AM

---

You don't often get email from [noreply@sbsd.virginia.gov](mailto:noreply@sbsd.virginia.gov). [Learn why this is important](#)



*COMMONWEALTH of VIRGINIA*  
*Department of Small Business and Supplier Diversity*

Your application with certification #842196 for Puyenpa Enterprises, LLC was successfully submitted/resubmitted on Tuesday, December 2, 2025 11:46 AM.

Thanks,  
Team SBSB



# PUYENPA ENTERPRISES, LLC

Unique Entity ID <b>YGJMSLDS5A25</b>	CAGE / NCAGE <b>10K55</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Nov 13, 2026</b>	
Physical Address <b>511 Duckwater Falls RD Duckwater, Nevada 89314-9800 United States</b>	Mailing Address <b>511 Duckwater Falls RD Duckwater, Nevada 89314-9800 United States</b>	

## Business Information

Doing Business as <b>Puyenpa Mechanical Construction</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Nevada 04</b>	State / Country of Incorporation <b>Nevada / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Nov 17, 2025</b>	Submission Date <b>Nov 13, 2025</b>	Initial Registration Date <b>Dec 4, 2024</b>
--	--	---

## Entity Dates

Entity Start Date <b>Dec 22, 2021</b>	Fiscal Year End Close Date <b>Dec 31</b>
--	---

## Immediate Owner

CAGE <b>9ZYY8</b>	Legal Business Name <b>PUYENPA, LLC</b>
----------------------	--

## Highest Level Owner

CAGE <b>1H7L3</b>	Legal Business Name <b>DUCKWATER SHOSHONE TRIBE</b>
----------------------	--

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**No**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Not Selected**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

**Not Selected**

## Exclusion Summary

Active Exclusions Records?

No

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

**Entity Types**

**Business Types**

Entity Structure

Other

Entity Type

Business or Organization

Organization Factors

Limited Liability Company

Profit Structure

For Profit Organization

**Socio-Economic Types**

**Self Certified Small Disadvantaged Business**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Federally Recognized Native American Entity**

**Tribally Owned Firm**

**Financial Information**

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

10K55

**Electronic Funds Transfer**

Account Type

Checking

Routing Number

\*\*\*\*\*15

Lock Box Number

(blank)

Financial Institution

FIRST OKLAHOMA BANK

Account Number

\*\*\*\*\*32

**Automated Clearing House**

Phone (U.S.)

9183922500

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)

**Remittance Address**

Puyenpa Enterprises LLC

511 Duckwater Falls RD.

Duckwater, Nevada 89314

United States

**Taxpayer Information**

EIN

\*\*\*\*\*7397

Type of Tax

Applicable Federal Tax

Taxpayer Name

Puyenpa Enterprises LLC

Tax Year (Most Recent Tax Year)

2024

Name/Title of Individual Executing Consent

Manager

TIN Consent Date

Nov 13, 2025

Address

511 Duckwater Falls RD

Duckwater, Nevada 89314

Signature

Emily Stout

**Points of Contact**

**Accounts Receivable POC**



Allison Yi  
 allison.yi@puyenpa.com  
 7754002366

**Electronic Business**

♀  
 Sayed Naved  
 sayed.naved@puyenpa.com  
 7754002366

511 Duckwater Falls RD  
 Duckwater, Nevada 89314  
 United States

**Government Business**

♀  
 Sayed Naved  
 sayed.naved@puyenpa.com  
 7754002366

511 Duckwater Falls RD  
 Duckwater, Nevada 89314  
 United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	238220	Plumbing, Heating, And Air-Conditioning Contractors
	236210	Industrial Building Construction
	236220	Commercial And Institutional Building Construction
	237110	Water And Sewer Line And Related Structures Construction
	237120	Oil And Gas Pipeline And Related Structures Construction
	237130	Power And Communication Line And Related Structures Construction
	237990	Other Heavy And Civil Engineering Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238120	Structural Steel And Precast Concrete Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238190	Other Foundation, Structure, And Building Exterior Contractors
	238210	Electrical Contractors And Other Wiring Installation Contractors
	238290	Other Building Equipment Contractors
	238320	Painting And Wall Covering Contractors
	238330	Flooring Contractors
	238390	Other Building Finishing Contractors
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors
	327320	Ready-Mix Concrete Manufacturing
	331210	Iron And Steel Pipe And Tube Manufacturing From Purchased Steel
	332311	Prefabricated Metal Building And Component Manufacturing
	332313	Plate Work Manufacturing
	332322	Sheet Metal Work Manufacturing
	332323	Ornamental And Architectural Metal Work Manufacturing
	423690	Other Electronic Parts And Equipment Merchant Wholesalers
	541310	Architectural Services
	541330	Engineering Services
	541350	Building Inspection Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541620	Environmental Consulting Services
	541990	All Other Professional, Scientific, And Technical Services

561210

Facilities Support Services

561730

Landscaping Services

562910

Remediation Services

### Size Metrics

#### IGT Size Metrics

Annual Revenue (from all IGTs)  
(blank)

#### Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$1.00	8

#### Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

#### Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

### Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

### Disaster Response

This entity does not appear in the disaster response registry.

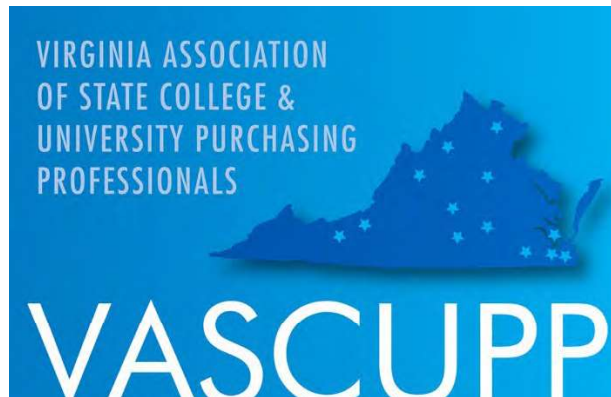
# University of Mary Washington

**Request for Proposal**

**RFP#UCPUMW 26-2047**

**Maintenance & Repair of Boilers and Steam Distribution Systems**

**November 11, 2025**



<https://vascupp.org/>

A VASCUPP™ Member Institution  
Issued by Procurement Services  
Fredericksburg, Virginia

**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** November 11, 2025

**RFP NUMBER & TITLE:** UCPUMW 26-2047/Maintenance & Repair of Boilers and Steam Distribution Systems

**PROPOSAL DUE DATE & TIME:** 2:00 p.m., December 5, 2025  
**NOTE: Proposals received after the due date and time cannot be accepted.**

**PROPOSAL DELIVERY ADDRESS:** University of Mary Washington  
Procurement Services / Reference RFP UCPUMW 26-2047  
Eagle Village Executive Offices, Suite 480  
1125 Emancipation Hwy., Fredericksburg, VA 22401

**WORK LOCATION:**  All Campuses  Fredericksburg  Stafford  Dahlgren

**COMMODITY CODE(S):** 82014, 94125, 94152, 82096

**PRE-PROPOSAL CONFERENCE:**  Optional  Mandatory  N/A **DATE & TIME: November 19, 2025 at 1:00 p.m.**

**PRE-PROPOSAL LOCATION:** UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401

**CONTRACT OFFICER:** Kenneth R. Manahan kmanaha2@umw.edu

**PERIOD OF CONTRACT:** April 1, 2026 through March 31, 2027 with four, one-year renewal options that if exercised results in a final contract expiration date of March 31, 2031.

Type text here

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:** Puyenpa Enterprises, LLC. DBA Puyenpa Mechanical Construction

**Address of Offering Firm:** 28255 Three Notch Road, Suite B, Mechanicsville MD 20659


**DSBSD Certification No.:** Submitted Tracking# 842196      **Expiration Date:** TBD

**eVA ID:** SUP339372      **Tax ID:** 880667397

**Email:** mike.woodall@puyenpa.com      **Telephone:** 240-930-0575

**Website:** puyenpa.com      **Fax:** \_\_\_\_\_

**Submitted By (Print Name & Title):** Michael Woodall - Program Manager

**Signature (In Ink):**       **Date:** 12/1/2025

Licensed Class A Virginia Contractor NO -2705198625

- I. **QUESTIONS/INQUIRIES:** All inquiries for information, including questions, must be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after 2:00 p.m., Friday, November 21, 2025.
- II. **PRE-PROPOSAL CONFERENCE:** A **mandatory** pre-proposal conference will be held in person on Wednesday, November 19, 2025 at 1:00 p.m. in the UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401. See Pre-Proposal Conference clause in the Special Terms and Conditions. A tour of the Main heating Plant will be a part of the conference.
- a. No attendee will be permitted access to the conference after 1:00 p.m..
  - b. **For Mandatory Pre-Proposal Conference** Proposal submissions will only be accepted from those companies who were represented at the mandatory pre-proposal conference as evidenced by the pre-proposal attendance roster.
  - c. Bring a copy of the RFP with you to the conference.
  - d. Parking is available to visitors in designated locations which can be found on the UMW campus map here: <http://www.umw.edu/visitors/>
  - e. Pre-proposal conference attendees are required to notify the Contract Officer of intent to attend the conference at least 48 hours prior to the start date and time.
- III. **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.*
- IV. **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.
- V. **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](http://www.umw.edu) or (540) 654-2424.
- VI. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> 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	5
II. ORGANIZATIONAL OVERVIEW	5
III. BACKGROUND	5
IV. CONTRACT PARTICIPATION (COOPERATIVE CONTRACT)	5
V. SMALL, WOMAN-OWNED, AND MINORITY-OWNED (SWAM) PARTICIPATION	6
VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	6
VII. STATEMENT OF NEEDS	8
VIII. CONTRACT ADMINISTRATION	11
IX. EVALUATION AND AWARD CRITERIA	11
X. GENERAL TERMS AND CONDITIONS	12
XI. SPECIAL TERMS AND CONDITIONS	12
XII. METHOD OF PAYMENT	25
ATTACHMENTS	26
A. Pricing Worksheet (MUST BE COMPLETED AND SUBMITTED W/ PROPOSAL)	26
B. SMALL BUSINESS SUBCONTRACTING PLAN (MUST BE COMPLETED AND SUBMITTED W/ PROPOSAL)	29
C. SWAM SPEND REPORTING	31
G. PROPOSAL SUBMISSION CHECKLIST	32

***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, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.***

**I. PURPOSE:**

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a term contract through competitive negotiations with one or more qualified contractor(s) to provide maintenance services, repairs, emergency repair services for the boiler plant and steam distribution systems located across the Fredericksburg campus of the University of Mary Washington, an agency of the Commonwealth of Virginia. It is intended for the resulting contract to include cooperative language for the benefit of all public bodies and other entities referenced herein.

**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:**

The current boiler plant maintenance contract had an approximate annual expenditure of \$260,000 plus the cost of any major repairs or replacements. The University does not guarantee any specific usage amount during any period of the resulting contract and will not be held liable if actual usage exceeds or falls short of this estimate. The current contract was originally awarded to American Combustion Industries and JPG Plumbing and Mechanical Services, Inc. under Contract #UCPUMW 23-1486. Following the merger of American Combustion and JPG, American Combustion is now the sole holder of the contract.

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

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/sites/vascupp/files/2022-08/Governing%20Rules\\_with\\_foreword\\_final\\_August%202022.pdf](https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules_with_foreword_final_August%202022.pdf)), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.

A. 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.

- B. 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:** One (1) printed original 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. Submit a complete response to this RFP, on detail, to include the following:
  - a. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
  - b. Resumes or Statement of Qualifications for proposed Key Personnel.
  - c. Three references for similar work (include project name, named point of contact, phone number, and email address).
  - d. Evidence of appropriate licensure, insurance and certifications associated with this line of work.
  - e. Evidence that your business is SWAM registered, or if not, completion of the Subcontracting Plan (Attachment B).
  - f. Completion of Pricing Schedule (Attachment A)
3. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
4. Any other information the Offeror believes will help the University evaluate its proposal.

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

VII. **STATEMENT OF NEEDS:** The Contractor shall provide interior and exterior underground piping repairs, demolition and installation, as well as the insulating of basic light commercial and commercial plumbing, steam and condensate line repair, waste and storm system line repairs, steam system component repairs, demolition and installation of steam traps, strainers, pressure reducing valves, control valves, gate valves, globe valves, safety valves, blow down valves, chilled water lines, chiller repair and replacement and other mechanical equipment repairs, system component repairs, boiler control, maintenance service and emergency repair service to boiler equipment and steam systems located across the campus of the University of Mary Washington on an as-needed basis.

A. **General Requirements:** The Contractor shall perform monthly inspections, preventative maintenance services, call back and emergency repairs, and on-call repair services as needed and required by the University on all boilers. The Contractor shall also open, clean, and close boilers and pressure vessels for annual inspections and, as needed, shall perform repairs on campus steam, condensate and heating system related piping that is both in buildings and underground.

1. The Contractor shall furnish all labor, supervision, equipment, tools, parts, materials, and transportation necessary to inspect and maintain boiler instruments and controls and steam tunnel systems at UMW, in accordance with manufacturers' specifications, in order to provide accurate measurements to assure compliance to American Society for Mechanical Engineers (ASME) and Boiler and Pressure Vessel Rules and Regulations.
2. The Contractor shall obtain all necessary licenses and/or permits required to perform this work.
3. The Contractor shall provide properly trained personnel, holding current technician's license and possessing minimum work-related experience in boiler repair trade with at least four (4) years of recent (within the last six years) experience in the operation and maintenance of boilers. Employees shall be licensed to work in the Commonwealth of Virginia. Contractor shall have in-house capability to perform all boiler refractory repairs and provide Instrument Society of America (ISA) certification for service technicians. Combustion analyzer used to calibrate burners shall print out an on-site combustion report and be certified or calibrated to handle DEQ emission requirements. Contractor shall also have certified American Society for Mechanical Engineers (ASME) welding capability and have R stamps capable of working on pressure vessels and high-pressure steam pipe. Contractor shall be certified for confined space repair with confined space monitor equipment, and shall also have available excavation equipment.
4. Work shall be performed in accordance with all OSHA, EPA, Federal, State, and local regulations.
5. Contractor shall coordinate the provision of these services with the Power Plant Supervisor.

B. **Quality Assurance:** "Call backs" or repeated requests for the same service to a particular instrument or controller shall determine that Contractor's services were ineffective. Repeated "call backs" may be grounds for default action by the University. If the Contractor is deemed responsible for the "call backs", there will not be an additional charge to the University.

1. Contractor shall perform inspections, preventative maintenance, and corrective maintenance during the normal working hours of 8:00am and 4:30pm, Monday through Friday, if possible, state holidays excluded. Corrective maintenance provided outside of normal working hours shall be performed at the overtime rate unless requested by the Contractor. Note: All overtime shall be authorized by the University in advance in writing.

2. Contractor shall maintain a sufficient quantity of commonly required repair materials, supplies, and parts on hand and transport these materials, supplies, and parts to service site or have access to these materials, supplies, and parts within twenty-four (24) hours in order to prevent unnecessary downtime.

**C. Monthly Preventative Maintenance:** Contractor shall provide monthly inspections and preventative maintenance services to check, adjust, and/or calibrate all combustion controls and instruments which shall include, but are not limited to, the flue gas temperature recorders and sensors. It is desired that monthly maintenance work be performed between the 1st and 10th day of each month, and shall be scheduled with the Power Plant Supervisor in advance. The Contractor shall call the Power Plant Supervisor at least two (2) working days in advance to confirm monthly maintenance visit. At a minimum, the Contractor shall perform the following:

1. Calibrate steam flow meter.
2. Check master controller for zero and span using M.A. meter.
3. Check master transmitter for zero and span using M.A. meter.
4. Check all power unit relays, feedback potentiometer and feedback pistons.
5. Check electronic fuel/air controllers for proper sensitivity speed of response.
6. Zero and check draft gauges.
7. Clean all draft gauge lines.
8. Check all long-term ink pens for proper operations.
9. Perform up to two (2) hours of corrective maintenance required at no extra labor charge.
10. Submit a report to the University reflecting all the actions taken, service performed, and condition of instruments and controls to include any anticipated repairs or replacements that may be needed in the future.
11. The Contractor shall immediately notify the Power Plant Supervisor in writing of the existence or development of any defects in, or repairs required to, the boiler which the Contractor considers are not their responsibility, and shall furnish a written estimate, when requested, of the cost. Final determination of responsibility shall be made by the University.

**D. Corrective Maintenance (Repairs):** The Contractor shall provide corrective maintenance (repairs) on demand as required and requested by the University. Corrective maintenance/repair services shall be performed in accordance with the following:

1. Corrective maintenance services (repairs) shall be performed on a time and material basis. Such corrective maintenance shall be performed while Contractor is on-site prior to leaving premises provided parts are available.
2. Contractor shall provide to UMW a not-to-exceed written estimate, when requested, of job cost for corrective maintenance work prior to action. Contractor shall not begin work until authorization to proceed is received by UMW designee.
3. The University reserves the right to make or obtain other repair cost estimated prior to authorizing the Contractor to proceed in order to determine price reasonableness. If the estimate provided by the Contractor is determined unreasonable, the Contractor will be asked to review their estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to obtain the repairs from other sources.
4. Contractor shall perform all on-demand non-emergency corrective maintenance within a twenty-four (24) hour response time.
5. All work which does not meet the University's approval shall be corrected within three (3) days.

6. Contractor shall assign a coordinator to review all billings to assure complete and accurate information and to act as contact person to the University. Contractor shall supply the name of a contact person with e-mail address, phone number, and cell phone number.
  7. Damages to equipment caused by the Contractor's negligence shall be repaired at no cost to the University.
  8. Contractor shall prepare and submit to the University a written estimate of the man-hours and materials which may be required to perform any repairs.
- E. Emergency Repairs:** In the event of a boiler failure or malfunction, the Contractor shall provide on-site response to emergency service within four (4) hours of receiving the call.
1. All emergency repairs shall be performed on a time and material basis unless it is determined that the cause of the failure or malfunction was due to the Contractor's failure to properly perform inspection or repair services. In this case, such repairs shall be made at no cost the University.
  2. On-call and emergency repairs authorized by the University which occur after the normal hours of operation shall be accomplished at the overtime hourly rate. If regular time work must be carried over and the Contractor wishes to continue to work beyond the University's normal hours of operation, authorization must be obtained from the University before proceedings.
- F. Contractor's General Procedures:** The Contractor's employees shall be instructed that any work hours performed under this contract, shall comply with the following procedures:
1. Check in and out with the Power Plant Supervisor and/or designated representative. When work is to be performed on a time and material basis, the University shall require hours worked, and materials used. A work ticket must be submitted to the Power Plant Supervisor and/or designated representative on the date work was performed. Lunch breaks and other period of time away from the job site shall not be billed.
  2. If the boiler must be taken out of service to perform any work, the Power Plant Supervisor and/or designated representative shall be provided with information as to how long the boiler or steam system is anticipated to be out of service and nature of the service or repairs to be performed.
  3. Check in and out daily with the University representative, as described above, if repairs or service must be carried over.
  4. Upon completion of the work, and prior to departure, submit to the University representative a copy of the work report form, which shall include the following information:
    - a. Name and Address of Contractor.
    - b. Name of Contractor's employee(s) and working title(s).
    - c. Dates work was performed and hours expended.
    - d. Itemized list of materials used.
    - e. Description of work performed and equipment identification. Service ticket shall identify the problem, description of corrective measures taken, and date and time unit was returned to regular service.
    - f. Signature of Contractor's employee(s) and signature of University representative. Failure to turn in required maintenance and service tickets for each visit will result in nonpayment of extra charge work and/or withholding of monthly maintenance funds.
  5. Labor hours charged under this contract shall be paid only for productive time. Time spent for preparation of estimates, transportation of workers, and material acquisition is not directly

chargeable, but is overhead and must be included in the monthly costs and hourly rates bid for labor. Breaks for lunch or other time the employees are away from the job site is not chargeable.

**G. Material and Workmanship:**

1. All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer rebuilt or used parts may be authorized by the University on a case-by-case basis, provided, each part is warranted for the same period and under the same conditions as the new part.
2. Contractor shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of equipment.
3. All materials must be billed at the Contractor's list price minus discount. Copies of the original material invoices from the Contractor's supplier shall accompany all invoices when materials are used. Pages from list price book to be copied and item highlighted showing price minus discount is acceptable. No invoices will be accepted without documentation of material costs.

**H. Invoicing:** Invoices must be submitted for each occurrence no later than thirty (30) calendar days following the last day of the month in which the service was performed. Failure to submit a timely invoice, may result in non-payment for services.

1. A copy of the work report form(s) with the information required and a copy of all paid invoices for parts, permits, if any, and materials will be attached to the invoice(s).
2. All invoices must have the individual names, job title, and hours worked.
3. All materials must be billed at the Contractor's list price minus discount. Copies of the original material invoices from the Contractor's supplier shall accompany all invoices when materials are used. Pages from list price book to be copied and item highlighted showing price minus discount is acceptable. No invoices will be accepted without documentation of material costs.
4. No invoice will be paid if information on the work ticket does not match the information on the billed invoice.

**VIII. CONTRACT ADMINISTRATION:**

- a. The University's Power Plant Superintendent, 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
<b>Corporate Experience based on substantiated performance of successful completion of similar services in a similar capacity. Past Performance Reviews.</b>	30
<b>Proposed Key Personnel based on resumes submitted, years of experience, licensure, and training.</b>	30
<b>Pricing (EO 35 Micro preference applies). Evaluation will include one month proposed preventative maintenance, parts discounts, and one unit of each labor rate.</b>	20
<b>Small Business Participation. Maximum points will be awarded to SWAM vendors.</b>	20
<b>Total</b>	100

**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:**

**A. SOLICITATION:**

1. **ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 120 days from the due date of proposal submissions. At the end of the 120 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.
  
2. **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](http://www.eva.virginia.gov)) for a minimum of ten (10) days.
  
3. **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.
  
4. **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. a separate award of each item,
- b. an award of a group of items,
- c. an award either in whole or in part,
- d. a single award, or
- e. a multiple award

5. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon ninety (90) 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.
6. **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.
7. **CONTROLLING VERSION:** The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.
8. **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.
9. **IDENTIFICATION OF 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

- 10. 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.
- 11. 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:**

- 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.
- 12. 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.
- 13. PREBID/PREPROPOSAL CONFERENCE - MANDATORY:** A mandatory preproposal conference will be at 1:00 p.m. on Wednesday, November 19, 2025 at the UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401. The purpose of this conference is to allow potential offerors an opportunity to present questions

and obtain clarification relative to any facet of this solicitation. Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those bidders/offerors that are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 1:00 p.m. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

14. **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>.
15. **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/furnish the goods 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 Bidder/Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any bid/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.
16. **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.
17. **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 via email to the Contract Officer named on the RFP cover page. 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.
18. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your bid/proposal submission certifies your understanding of the following:
  - a. 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.
  - b. 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.
  - c. 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.

**B. CONTRACT:**

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. **ADDITION AND/OR DELETION OF COVERED BUILDINGS:** Without penalty, during the contract period, buildings may be acquired, and new buildings constructed or renovated; which would necessitate addition or deletion of these buildings from the contract.
3. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, contractor shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
4. **AS BUILT DRAWINGS:** When applicable, the contractor shall provide the University a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the University upon completion of the work and prior to final payment.
5. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon ninety (90) 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.
6. **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; or
- iii. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

**7. 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:
  - 1) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - 2) 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
  - 3) 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.
- c. 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.

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

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

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

Licensed Class A Virginia Contractor No	2705198625	Specialty	HVAC/Plumbing
Licensed Class B Virginia Contractor No		Specialty	

Licensed Class C Virginia Contractor No		Specialty	
---	--	-----------	--

If the offeror shall fail to provide this information on their proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the University in writing when requested to do so before or after the opening of proposals, the contractor shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and the proposal will not be considered. If a offeror shall fail to obtain the required license prior to submission of their proposal, the proposal shall not be considered

- 10. CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
  
- 11. 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.
  
- 12. 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.

- 13. 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.
- 14. 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.
- 15. DELIVERY POINT:** All items shall be delivered F.O.B. destination point, or as directed by the University.
- 16. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 17. ELECTRONIC WASTE DISPOSAL:** Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.
- 18. 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.

- 19. 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.
- 20. EXTRA CHARGES PROHIBITED:** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.
- 21. 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.
- 22. 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.
- 23. FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
- 24. 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 their own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.
- 25. 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.
- 26. 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.

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

**28. 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.

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

**30. PAYMENT TERMS:**

a. To Prime Contractor:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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).

b. To Subcontractors:

- i. A contractor awarded a contract under this solicitation is hereby obligated:
  - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - 2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- c. 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.

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

- 31. 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 they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as the contractor is for the acts and omissions of his own employees.
- 32. RENEWAL OF CONTRACT:** This contract may be renewed by the University for four (4) successive one-year periods. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- a. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Producer Price Index (PPI) for Commercial and Industrial Machinery and Equipment Repair and Maintenance (WPU551) category for the latest twelve months for which statistics are available.
  - b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Producer Price Index (PPI) for Commercial and Industrial Machinery and Equipment Repair and Maintenance (WPU551) category for the latest twelve months for which statistics are available.
- 33. 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 their company's 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.
- 34. 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.

**35. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

- a. 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.
- b. 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.
- c. 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.

**36. 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.

**37. 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.

**38. 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](#).

**39. 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.

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

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

**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](mailto: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

University of  
**Mary Washington**  
Procurement Services

[invoices@mail.umw.edu](mailto: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**  
**PRICING**

**PRICING SCHEDULE**

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE**

Failure to complete any of the pricing below may result in a non-responsive determination and will be cause for rejection of the proposal.

The Contractor agrees to provide the services in compliance with the scope of work and terms and conditions of this RFP at the following rates:

**PREVENTATIVE MAINTENANCE:**

Lump sum price for the preventative maintenance services as described herein: \$ 2,500.00 per month.

**PARTS:**

Parts shall be billed at Contractor's list price minus 10 % discount.

**LABOR RATES:**

<b>Labor Category</b>	<b>Regular Hourly Rate</b>	<b>Overtime Hourly Rate</b>
Superintendent Foreman	\$146.00	\$217.00
Steamfitter	\$140.00	\$207.00
Welder	\$140.00	\$207.00
Equipment Operator	\$90.00	\$132.00
Insulator	\$130.00	\$187.00
Master Electrician	\$146.00	\$217.00
Control Technician	\$146.00	\$217.00
HVAC Technician	\$140.00	\$207.00
Journeyman Electrician	\$138.00	\$205.00
Bricklayer	\$80.00	\$127.00
Cement Mason	\$80.00	\$127.00
Master Plumber	\$146.00	\$217.00
Journeyman Plumber	\$140.00	\$207.00
Electrical Apprentice	\$83.00	\$125.00
Plumbing Apprentice	\$90.00	\$132.00
Masonry Apprentice	\$55.00	\$83.00
Bricklaying Apprentice	\$55.00	\$83.00
Welding Apprentice	\$90.00	\$132.00
Steam Fitting Apprentice	\$90.00	\$132.00
Laborer	\$80.00	\$127.00
Burner Technician	\$146.00	\$217.00

**Attachment A (Continued):****EQUIPMENT PRICING:**

<b>Equipment</b>	<b>Cost Per ½ day</b>	<b>Cost Per Day</b>	<b>Cost Per Week</b>	<b>Cost Per Month</b>
Crane, truck-mounted hydraulic 25-30 ton	N/A	\$900.00	\$2,500.00	\$8,400.00
Crane, truck-mounted hydraulic 35-50 ton	N/A	\$1,300.00	\$3,800.00	\$10,600.00
Backhoe, Crawler, ½-3/4 CY	N/A	\$300.00	\$1,200.00	\$2,500.00
Backhoe, Crawler, 1 – 1 ½ CY	N/A	\$300.00	\$1,200.00	\$2,500.00
Backhoe-loader rubber tire, ½- ¾ CY Loader	N/A	\$425.00	\$1,400.00	\$3,200.00
Backhoe-loader rubber tire, 1 – 1 ½ CY Loader	N/A	\$425.00	\$1,400.00	\$3,200.00
Roller, tandem, 3-5 ton	N/A	\$500.00	\$1,450.00	\$3,700.00
Compactor, double drum roller walk behind	N/A	\$500.00	\$1,450.00	\$3,700.00
Plate Tamper, 1000 lb blow	N/A	\$325.00	\$1,250.00	\$2,200.00
Plate Tamper, 5000 lb blow	N/A	\$420.00	\$1,450.00	\$2,500.00
Bulldozer, crawler, 100 – 140 HP	N/A	\$1,950.00	\$4,200.00	\$11,900.00
Loader, crawler 1 ½ - 1 ¾ CY	N/A	\$350.00	\$1,500.00	\$2,750.00
Loader, crawler 1 ¾ - 2 ¼ CY	N/A	\$450.00	\$1,700.00	\$3,100.00
Loader, rubber tire, 1 ½ - 1 ¾ CY	N/A	\$800.00	\$2,050.00	\$5,400.00
Loader, rubber tire, 1 ¾ - 2 ¼ CY	N/A	\$1,500.00	\$3,550.00	\$9,000.00
Trencher, rubber tire, 4' deep, 12" wide	N/A	\$550.00	\$1,600.00	\$3,750.00
Dump Truck, Tandem, 12 ton	N/A	\$650.00	\$1,950.00	\$6,750.00
Dump Truck, Three Axle, 16 ton	N/A	\$850.00	\$2,500.00	\$8,400.00
Air Compressor, 60 – 150 CFM	N/A	\$200.00	\$700.00	\$2,500.00
Air Compressor, 160 – 250 CFM	N/A	\$200.00	\$700.00	\$2,500.00
Pavement Breaker, 60 lb (incl hose & points)	N/A	\$90.00	\$275.00	\$800.00
Pavement Breaker, 80 lb (incl hose & points)	N/A	\$110.00	\$325.00	\$875.00
Pavement Breaker, 100 lb (incl hose & points)	N/A	\$100.00	\$350.00	\$825.00
Barricades, saw horse type, with flasher	N/A	\$35.00	\$85.00	\$200.00
Barricades, barrel, with flasher	N/A	\$35.00	\$85.00	\$200.00
Fence 6' high chain link, 10' section	N/A	\$40.00	\$90.00	\$220.00
Fence, orange plastic, 4 x 4	N/A	\$33.00	\$50.00	\$150.00
Generator	N/A	\$450.00	\$1,300.00	\$3,350.00
Light Tower	N/A	\$325.00	\$700.00	\$1,550.00
Pump 1 ½"	N/A	\$85.00	\$275.00	\$650.00
Pump 2"	N/A	\$100.00	\$325.00	\$800.00
Pump 3"	N/A	\$165.00	\$415.00	\$1,000.00
Trash Pump	N/A	\$125.00	\$350.00	\$800.00
Welder, gas, 200 amp (leads, gas & welding rods)	N/A	\$250.00	\$700.00	\$1,500.00
Trench Box	N/A	\$110.00	\$400.00	\$1,500.00

Combustion Analyzer (Oil Only)	N/A	\$300.00	\$600.00	\$2,000.00
Confined Space	N/A	\$25.00	\$75.00	\$300.00
Manhole Ventilation Blower	N/A	\$75.00	\$300.00	\$650.00
Core Drill	N/A	\$225.00	\$550.00	\$950.00
Trailer	N/A	\$125.00	\$450.00	\$850.00
Press Washer	N/A	\$200.00	\$450.00	\$1,250.00
Combustion Analyzer (Title V)	N/A	\$300.00	\$600.00	\$2,100.00

**ATTACHMENT B  
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:** Puyenpa Enterprises, LLC. DBA Puyenpa Mechanical Construction

**Preparer Name:** Michael A. Woodall, Program Manager      **Date:** 12/4/2025

**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.

Type text here

**ATTACHMENT B (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**

<b>Small Business Name, Address &amp; DSBSD Cert No.</b>	<b>Indicate if also: Micro (O), Women (W), or Minority (M) Certified</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract (%)</b>	<b>Planned Contract Dollars During Initial Period of the Contract (\$)</b>
84 Lumber Company Eighty Four, PA 15330 SBSD 686367	W	Alexandra Iacovelli 828-230-7308 alexandra@84lumber.com	Construction Supplies	10%	\$10,000.00
Stocks General Contractors, LLC 192 Belle Plains Rd Fredericksburg, VA 22405 SBSD 723212	M	David T. Stocks 540-329-9093 info@stocksgc.com	Underground Utilities and Excavation	20%	\$20,000.00
Demolition & Asbestos Removal Inc. 4716 Hilltop Rd. Greensboro NC 27407 SBSD 653549	W	Elaine Rhodes (336) 510-1132 elainer@daricorp.com	Asbestos & Demolition	5%	\$5,000.00
MidAtlantic Supply, LLC Marlton, NJ 08053 SBSD# 666022	W	Diane DiSanto (856) 655-8161 diane.disanto@midlanticsupply.com	Pipe/Valves/Fittings	20%	\$20,000.00
<b>Total Planned Subcontracting Spend (\$)</b>					<b>\$55,000.00</b>

# ATTACHMENT C SWAM SUBCONTRACTING SPEND REPORTING

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



## SWaM Subcontractor Reporting

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

**Vendor \***

**Contract Number**

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

**Name \***

First      Last

Please enter the SUBMITTER'S first and last name

**Email \***

Please enter the SUBMITTER'S email address

**Select Reporting Method \***

Upload Spreadsheet/Document      Upload Document - Excel or Word only

Manual Input      Manually type information for each sub-contractor

**ATTACHMENT D**

**RFP UCPUMW 26-2047/Maintenance & Repair of Boilers and Steam Distribution Systems  
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 to qualify for a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

**IMPORTANT DATES & REMINDERS**

- Pre-proposal conference: November 19, 2025 at 1:00 p.m. Location: UMW Physical Plant, 1204 Hanover Street, Fredericksburg, VA 22401
- No Questions Accepted after 2:00 P.M., November 21, 2025. All Questions must be directed via email toward the Procurement Officer for this solicitation: Kenneth R. Manahan, [kmanaha2@umw.edu](mailto:kmanaha2@umw.edu).
- Proposal Due Date and time: 2:00 p.m., December 5, 2025- Proposals submitted after 2:00 p.m. as indicated by the official Procurement clock will NOT be accepted.
- All proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum. If sending the proposal by mail, the address to send the proposal to is located on the RFP Cover Page.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

**REQUIRED DOCUMENT SUBMISSION**

Acknowledgement:

**The classification 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 an entire classification designation, the proposal will be rejected.

Documents to Submit:

- Completed and signed RFP cover page.
- Any/All signed addenda.
- Electronic Copy of Proposal (Original and, if required, a Redacted copy)
- Description of the Offering firm's history and expertise.
- Completed Attachment A, Pricing Sheet.
- Completed Attachment B, Small Business Subcontracting Plan.
- Any exceptions taken to University's Terms and Conditions.
- Resumes or statement of qualifications for proposed key personnel
- Three references for similar work (include project name, named point of contact, phone number, and email address.
- Evidence of appropriate licensure, insurance and certifications associated with this line of work.
- Current Certificate of Liability Insurance