

Standard Contract

**UCPUMW 26-2138
Locksmith Services**

This contract, between PLK, INC dba Professional Lock & Key, 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: Effective upon full execution by both parties and shall remain in effect for one (1) year, with five (5) additional one (1) year renewals or as negotiated.

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 26-2138, dated April 27, 2026 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 May 19, 2026 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:

- A. Scope of Services
 1. The Contractor shall provide professional locksmith services on an as-needed basis to support University facilities and operations.
 - a. Non-emergency, unscheduled locksmith repairs.
 - b. Emergency repair and/or installation services, regardless of cause, as determined by the University.
 2. Scheduled maintenance, repairs, and installations shall include, but are not limited to, the following:
 - a. All brands of locks and door hardware.
 - b. Commercial entrance devices and hardware.
 - c. Panic hardware and panic exit devices.
 - d. Automatic door closers and handicap closers.
 - e. Electronic access control devices, electrical strikes, and door holders.
 3. Services may be required during normal business hours, after hours, on weekends, and during emergencies.
- B. General Service Requirements
 1. The Contractor shall furnish all labor, tools, equipment, supervision, and supplies necessary to perform locksmith services under this contract.
 - a. Services shall be billed on an hourly rate basis for productive time at the job site only.
 - b. Time spent in transit or acquiring materials is not billable.

2. Materials may be furnished by the University; however, the Contractor may be required to provide materials for special projects.
 - a. Contractor-furnished materials shall be billed at manufacturer's suggested industrial pricing less the contract discount.
 - b. Cost-plus-percentage-of-cost pricing is prohibited.
3. The Contractor shall be responsible for correcting deficiencies at no additional cost to the University.
 - a. All removed hardware shall be returned to the University Lock Shop with documentation.
4. All services shall comply with applicable fire, life-safety, and building codes and are subject to University inspection.
5. The Contractor shall provide quality control for all work performed.
- C. Emergency Response Requirements
 1. Emergency locksmith services shall be available 24 hours per day, 7 days per week.
 - a. Initial response within one (1) hour.
 - b. On-site arrival within two (2) hours.
- D. Key Control and Records
 1. The Contractor shall comply with all University key control policies.
 - a. Keys shall not be duplicated without authorization.
 - b. Unauthorized key duplication shall be reported immediately.
 2. All keying records shall remain University property and shall not be removed from campus.
- E. Personnel Qualifications and Requirements
 1. Locksmiths must be licensed and registered with DCJS and possess a minimum of five (5) years of experience.
 2. Experience shall include mechanical and electronic locking systems, panic hardware, door closers, cabinet locks, removable cores, and electrical devices.
 3. Trainees must be supervised by qualified locksmiths.
 4. The Contractor shall maintain sufficient staffing to meet performance requirements.
- F. Background Checks
 1. The Contractor shall obtain State of Virginia criminal background checks for all personnel assigned to University work prior to access.
- G. Conduct, Identification, and Campus Protocols
 1. Contractor personnel shall conduct themselves professionally and be well groomed.
 - a. Personnel shall wear identifiable uniforms with company name and employee name.
 - b. Contractor vehicles shall display company identification.
 2. Prohibited conduct includes intoxication, smoking in buildings, use of University equipment, radios, music devices, or unauthorized companions.
- H. Vendor Identification Cards
 1. All Contractor personnel shall visibly wear University-issued Vendor/Contractor ID cards at all times.
 2. ID cards shall be issued by University Police or the EagleOne ID Center and returned upon completion of work.
 3. The Contractor is responsible for replacement costs of lost cards.
- I. Access, Keys, and Security
 1. Keys shall be issued daily, remain on campus, and be returned at the end of each workday.
 2. The Contractor is responsible for lost keys and rekeying costs at no additional cost to the University.
- J. Supervision, Reporting, and Documentation
 1. On-site supervision shall be provided whenever work is in progress.
 - a. Supervisors shall be authorized to act on behalf of the Contractor and speak English.

2. Daily logs shall document work performed, inspections, issues, hazards, and recovered property.
- K. Contractor-Furnished Equipment and Supplies
 1. The Contractor shall supply all equipment meeting OSHA standards and necessary for performance.
 2. Equipment may not be stored on campus except temporarily while work is being performed.
 3. The University shall not be responsible for unattended Contractor equipment.

PRICING: See Attachment A

CONTRACT ADMINISTRATION: The Access Control Supervisor, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

GENERAL TERMS AND CONDITIONS:

- A. **ANTI-DISCRIMINATION:** By submitting their bids or proposals, bidders or offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1, available for review on the UMW Procurement Services website. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§6 of the Rules Governing Procurement).

In every contract over \$10,000, provisions 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. If the contractor employs more than five employees, the contractor shall:
 - i. provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and
 - ii. post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- D. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for at least five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.
- E. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- F. DEBARMENT STATUS:** By submitting their bids or proposals, bidders or offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ETHICS IN PUBLIC CONTRACTING:** By submitting their bids or proposals, bidders or offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- H. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.
- Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
1. Effective July 1, 2014, the Vendor Transaction Fees are:
 - i. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia

Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- K. **PRECEDENCE OF TERMS:** These Mandatory General Terms and Conditions and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders or offerors shall state bid or offer prices in US dollars.

SPECIAL TERMS AND CONDITIONS:

- A. **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 for a minimum of ten (10) days.
- B. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** The Contractor represents and warrants that it and any subcontractors are properly licensed for providing the goods and services specified under this contract, and shall remain properly licensed during the life of the contract. The Contractor shall provide proof of such licensure at any time upon request by the University.
- C. **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.
- D. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale,

distribution, dispensation, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- E. **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.
- F. **EXTRA CHARGES PROHIBITED:** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the Contractor for the use of a University charge card for payment of invoices, or any order-associated eVA fees.
- G. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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.

Employer's Liability - \$100,000.

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.

- H. **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 on the VASCUPP Website.

I. **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 Procurement Services 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 Procurement Services 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 Procurement Services at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- J. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb

any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

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

- O. **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.
- P. **EMERGENCY RESPONSE NOTIFICATION:** In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.
- Q. **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.
- R. **INSTALLATION AND CLEANUP:** All materials, hardware, and equipment installed under this Contract shall be properly assembled, installed, tested, and left in full working order, ready for University use. The Contractor shall remove from the premises all packaging, removed hardware, debris, and waste materials generated as a result of the work.
- S. **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.
- T. **NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

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

If to the Contractor: Professional Lock & Key
Attn: Wendy Madison, Accounts Manager
200 Chatham Heights Rd.
Fredericksburg, VA 22405

- U. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- V. **RECYCLING POLICY:** It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible
- W. **RENEWAL OF CONTRACT:**
This contract may be renewed by the University for five (5) successive one-year periods under the terms and conditions stated herein. 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.
- X. **SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.
- Y. **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.
- Z. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- AA. **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.

BB. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- 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.

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

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

- c. UMW reserves the right to audit a Contractor's background check process at any time.
- d. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
- e. Screens shall include:
 - i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
 - ii. DOJ Sex Offender Search and individual evaluation of results
 - iii. County Criminal Search for all identified counties.

DD. 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.

EE. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the University as an agency of the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, services, or equipment in the manner already and permanently described by the contractor on the materials, goods, services or equipment delivered.

FF. 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.

GG. 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.

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

HH. PRICE ESCALATION / DE-ESCALATION: Price adjustments to labor rates and materials associated with locksmith services may be permitted; however, any price increase shall not exceed three percent (3%) per year. Price escalation shall be considered only at the beginning of each renewal term and only upon the Contractor's written request. There shall be no automatic price increases.

The Contractor must submit any request for a price increase to Procurement Services at least thirty (30) days prior to the expiration of the then-current contract term. The request must include adequate documentation substantiating the general change in the cost of labor and/or materials and the proposed effective date of the increase. The University, in its sole discretion, shall determine whether the request is approved. Any approved price increase shall be effective only on the first day of the renewal term.

"Across-the-board" price decreases affecting the Contractor's cost of labor or materials shall be implemented immediately and communicated promptly to Procurement Services. The Contractor shall fill all purchase orders issued prior to the effective date of any approved price adjustment at the prices in effect at the time the order was placed.

- II. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- JJ. **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.
- KK. **WARRANTY OF MATERIALS AND WORKMANSHIP:** The Contractor warrants that, unless otherwise specified in the contract, all materials, supplies, and equipment furnished and incorporated into the work shall be new, of good quality, and suitable for their intended purpose, and shall conform to the requirements of this contract. The Contractor further warrants that all services and workmanship provided under this contract shall be performed in a competent, professional manner, in accordance with generally accepted industry standards, applicable codes, and the requirements of this contract, and by personnel qualified to perform the work.
- Work or materials not conforming to these warranties shall be considered defective. Upon notification by the University, the Contractor shall promptly correct or replace any defective work or materials at no additional cost to the University.
- This warranty of materials and workmanship is in addition to, and independent of, any other warranties, guarantees, inspection rights, or obligations provided under this contract or available to the University under applicable law.
- LL. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under this time and material contract, the contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor categories, the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall maintain an "hours worked" log adequate for the contract administrator to confirm labor hours.
- MM. **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. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

- NN. FRATERNIZATION:** Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
- OO. OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.
- PP. 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.
- QQ. WORK SITE USE:** The Contractor expressly undertakes, either directly or through its subcontractors:
- 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.
 - 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.
 - To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
 - 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.
 - Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.
- RR. FIRE MARSHALL REQUIREMENT:** Absolutely no items are to be left/stored in hallways, stairways or blocking any egress.
- SS. 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.
- TT. SECURITY LICENSE:** In accordance with § 9.1-139 of the Code of Virginia (1950), the Contractor shall be licensed by the Department of Criminal Justice Services for the installation, service, maintenance, or design of security equipment. The Contractor represents and warrants that it holds a valid Private Security Services Business License issued by DCJS, and that such license shall remain effective for the life of this contract. The Contractor shall provide proof of current licensure upon request by the University.

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

VV. **EXCLUSION OF WORK ORDER TERMS:** Except for the scope of work expressly set forth therein, any terms and conditions contained in a Contractor Work Order or similar document shall be deemed null, void, and of no force or effect, and shall not amend, supplement, or otherwise modify the terms of this Agreement. The execution, issuance, or acceptance of any such Work Order shall not be construed as acceptance of any additional, inconsistent, or conflicting terms. The terms and conditions of UMW Agreement No. UMW 26-2138 shall exclusively govern and control all Purchase Orders issued pursuant to this Agreement.

WW. **FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with § 2.2-4201, during the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin, except where religion, sex, sexual orientation, gender identity, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

XX. **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.

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

1. University Charge Card: At the time of verified receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:
 - a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
 - b. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale., effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
3. UMW Check or ACH: *Payment will be made per the terms of the contract, or 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.*

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

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

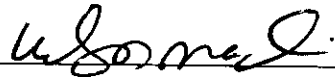
UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

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.

PLK, INC dba Professional Lock & Key

UNIVERSITY OF MARY WASHINGTON

Signature: 

Signature: _____

Printed Name: Wendy Madison

Printed Name: Melva A. H. Kishpaugh

Title: Accounts manager / Signator

Title: Director, Procurement Services

Date: 07/31/2026

Date: August 3, 2026

Phone: (540) 373-2340

Email: info@prolock.com

Attachment A - Pricing

The Contractor shall provide the services described in the Scope of Work in accordance with all terms and conditions of this Request for Proposals at the prices listed below.

IMPORTANT: The Offeror must complete all sections of this pricing schedule. Failure to complete any item may result in the bid being determined non-responsive and rejected.

I. HOURLY LABOR RATES

Regular Hours (7:30 am – 5:00 pm, Monday – Friday)

\$ 185.00 (1st hour) per hour (\$100.00 each additional hour)

Overtime Hours (5:00 pm – 7:30 am, Monday – Friday; all hours on weekends and holidays)

\$ 275.00 (1st hour) per hour (\$150.00 each additional hour)

II. KEY PRICING

Keys

\$ \$1.23 - \$4.86 each (standard) per key (\$10.35 - \$18.65 for specialty keys)

Minimum quantities / volume discounts (if applicable):

III. OTHER SERVICES / ADDITIONAL PRICING

Other pricing for services offered by the firm. Firm shall list pricing rate and describe services below, if applicable.

Service Description: Safe opening, servicing, delivery and installation

Rate: \$185.00 minimum

Service Description: Automotive key duplication, programming, creation

Rate: Varies greatly by vehicle year/make/model

Service Description: _____

Rate: _____

Attachment A - Pricing : (CONT'D)

IV. REKEYING – PER LOCK PRICING

All hourly and per-lock pricing must be inclusive of the following costs: labor, supervision, equipment, tools/devices, transportation, travel time and mileage, office expenses, report preparation, and printing/copying.

Ball, Custis, Madison, & Westmoreland: Single rooms with old-style Corbin Russwin mortise locks and Corbin Russwin mortise cylinders

\$ 105.00 per rekeyed lock

Arrington: Single rooms with Falcon mortise locks and Corbin Russwin mortise cylinders

\$ 105.00 per rekeyed lock

Jefferson & Bushnell: Single rooms with old-style Corbin Russwin mortise locks with Corbin Russwin master-ring (large) cylinders

\$ 105.00 per rekeyed lock

Randolph, Mason, & Willard: Single rooms with Corbin Russwin mortise locks (Model 2065) with interchangeable core cylinders

\$ 105.00 per rekeyed lock

UMW Apartments: 1-, 2-, or 3-bedroom units with Schlage cylindrical locksets and Schlage deadbolts

\$ 145.00 (1 bedroom) per rekeyed lock (\$165.00 if 2 bedrooms, \$185.00 if 3 bedrooms)

Eagle Landing Apartments: Two-bedroom units with interchangeable core mortise and cylindrical locksets

\$ 145.00 per rekeyed lock

Virginia Hall: Single rooms with Corbin Russwin mortise locks and Medeco interchangeable core cylinders

\$ 105.00 per rekeyed lock

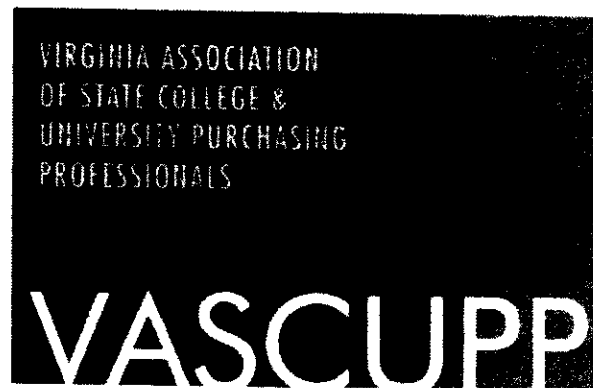
University of Mary Washington

Request for Proposal

RFP 26-2138

Locksmith Services

April 27, 2026



<https://vascupp.org/>

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

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: Monday, April 27, 2026

RFP NUMBER & TITLE: RFP 26-2138 Locksmith Services

PROPOSAL DUE DATE & TIME: Monday, June 1, 2026 @ 2:00 PM ET
NOTE: Proposals received after the due date and time, as determined by the electronic time stamp generated by the eVA system, cannot be accepted.

PROPOSAL DELIVERY ADDRESS: Proposals shall be submitted electronically via the Commonwealth of Virginia's eVA system in accordance with the instructions provided in this solicitation. Reference RFP 26-2138

WORK LOCATION: ☒ All Campuses ☐ Fredericksburg ☐ Stafford ☐ Dahlgren

COMMODITY CODE(S): 91048

PRE-PROPOSAL CONFERENCE: ☐ Optional ☐ Mandatory ☒ N/A

CONTRACT OFFICER: Jennifer Buist **EMAIL:** jbuist@umw.edu

PERIOD OF CONTRACT: Date of Award through one year, with five (5), one (1) year renewals or as negotiated.

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: PLK, INC dba Professional Lock & Key

Address of Offering Firm: 200 Chatham Heights Rd. Fredericksburg, VA 22405

DSBSD Certification No.: SWAM # 654323 **Expiration Date:** 03/27/2029

eVA ID: 23445 **Tax ID:** 541705651

Email: info@prolock.com **Telephone:** 540-373-2340

Website: www.prolock.com **Fax:** 540-373-5074

Submitted By (Print Name & Title): Wendy Madison, Accounts Manager / Signator for PLK, INC.

Signature (In Ink):  **Date:** 05/19/2026

PLK INC. dba Professional Lock & Key

History:

Like most small businesses, Professional Lock and Key, had a very humble beginning. The company was started by Earl and Dorothy Musselman in 1969. Prior to starting the business, Earl had been working two full time jobs; a construction job in Northern Virginia by day, and at the Washington, D.C. bread bakeries at night.

While Earl and Dorothy were living with Earl's parents in Stafford, along with their four small children, Earl went searching for a new job in his mid-thirties. Back then not many companies would hire you at that age; people didn't jump around from job to job, employees were very loyal.

When he was unable to find anything in the Fredericksburg area, Earl looked up north. After being continuously turned down, one day he found himself having some car trouble in Springfield, Virginia. When he looked across the street he saw a locksmith sign. He went in to use the phone, and with his curiosity up and nothing to lose, he asked to speak to the owner. Earl offered to wait, and wait he did, in fact it was most of the day. The shop was closing when the owner came out and spoke to him. He was impressed with Earl's patience and determination, originally hoping that by stalling him, he would just go away. Instead, he told Earl to start in the morning.

Against all odds, and with only eleven months of training, Earl took the family wagon, a 1967 Ford Fairlane, and turned it into a mobile locksmith. Dorothy handled the business end of things, while Earl did the locksmith work.

Dorothy came up with the business name and logo and Professional Lock and Key was open for business in 1969. The business grew very slowly. Without established credit, and no assets, like a home, it was impossible to get a loan. This forced them to buy things only when they had cash money. A philosophy that forged a very firm foundation. Being in the locksmith business, they were sometimes called upon to re-key places as they were shutting down or being evicted and saw first-hand many businesses and homes fail due to over extended credit. These were important business lessons for Earl and Dorothy and they would often say that "the tallest buildings are not always the strongest". The company has managed their longevity in the industry by remaining as a small business.

Professional Lock and Key opened its first physical location in 1973 on Cambridge Street, (U.S Route 1) in Falmouth, VA. After outgrowing that location, the business moved to the site of its current location in the Chatham area of Fredericksburg in 1987.

The current President of the company is Earl and Dorothy's eldest child, who started working for the company right out of high school, in 1978.

Expertise:

Professional Lock and Key is a full service locksmith/security company established in 1969. Our staff of 11 people are here to help you with all your locksmith needs. We offer a walk-in, retail storefront, as well as mobile services directly to your site, with emergency 24/7 service available.

Professional Lock and Key services Fredericksburg, Virginia and its surrounding area. Many of its employees have remained with the company for decades and have adapted with the changing landscape of the locksmith industry.

Services include setting up customers on restricted keys to control unauthorized duplication; creating master key systems to further control access to restricted areas; re-keying, repair and installation of most grades and varieties of lock hardware; setup and installation of access control systems; duplication, programming and creation of most automotive keys; safe sales, safe opening, repair, combination changes, delivery and installation.

Having operated in the industry for nearly 60 years also affords us the opportunity to offer guidance and knowledgeable support pertaining to any security question or issue that may arise.

ATTACHMENT B - PRICING SCHEDULE

The Contractor shall provide the services described in the Scope of Work in accordance with all terms and conditions of this Request for Proposals at the prices listed below.

IMPORTANT: The Offeror must complete all sections of this pricing schedule. Failure to complete any item may result in the bid being determined non-responsive and rejected.

I. HOURLY LABOR RATES

Regular Hours (7:30 am – 5:00 pm, Monday – Friday)

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II. KEY PRICING

Keys

\$ \$1.23 - \$4.86 each (standard) per key (\$10.35 - \$18.65 for specialty keys)

Minimum quantities / volume discounts (if applicable):

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Rate: \$185.00 minimum

Service Description: Automotive key duplication, programming, creation

Rate: Varies greatly by vehicle year/make/model

Service Description: _____

Rate: _____

ATTACHMENT B - PRICING SCHEDULE (CONT'D)

IV. REKEYING – PER LOCK PRICING

All hourly and per-lock pricing must be inclusive of the following costs: labor, supervision, equipment, tools/devices, transportation, travel time and mileage, office expenses, report preparation, and printing/copying.

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Eagle Landing Apartments: Two-bedroom units with interchangeable core mortise and cylindrical locksets

\$ 145.00 per rekeyed lock

Virginia Hall: Single rooms with Corbin Russwin mortise locks and Medeco interchangeable core cylinders

\$ 105.00 per rekeyed lock

ATTACHMENT C - REFERENCES

Provide at LEAST 3 references of current or recent past clients, preferably from higher education.

Reference #1	
Agency Name	Germanna Community College
Contact Name	Aubrey Collier
Email	acollier@germanna.edu
Phone #	540-891-3085
# Years w/ Agency	
Solution Provided	Provided parts, lock rekeying and key duplication services

Reference #2	
Agency Name	Catholic Campus Ministries
Contact Name	Father Rich
Email	Frich@umwccm.org
Phone #	703-732-1230
# Years w/ Agency	
Solution Provided	Provided parts and installation services

Reference #3	
Agency Name	Fredericksburg City Schools
Contact Name	Mike Christopher
Email	mchristopher@cityschools.com
Phone #	540-522-9650
# Years w/ Agency	
Solution Provided	Provided parts and installation services

ATTACHMENT D - SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

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

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: PLK, INC dba Professional Lock & Key

Preparer Name: Jay Musselman **Date:** 05/19/2026

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 D (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.: SWAM # 654323 Expiration Date: 03/27/2029

Section B

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2025

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

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

PRODUCER Bearing Insurance Group LLC PO Box 30668 Lansing, MI 48909	CONTACT NAME: Jo Schofield		
	PHONE (A/C, No, Ext): 833-885-0456	FAX (A/C, No): 517-886-8855	
	E-MAIL ADDRESS: servicecenter.ac@aolins.com		
INSURED PLK INC TA PROFESSIONAL LOCK & KEY 200 CHATHAM HEIGHTS RD FREDERICKSBURG, VA 22405-2571	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Owners Insurance Company		32700
	INSURER B: Auto-Owners Insurance Company		18988
	INSURER C: Home-Owners Insurance Company		26638
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 00901599-250916154517**REVISION NUMBER:** 3

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y Y	90538236	09/30/2025	09/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		5253824500	09/30/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		5253825700	09/30/2025	09/30/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	A106559018	09/30/2025	09/30/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The University of Mary Washington is an Additional Insured under the General Liability as respects to work performed by the Named Insured when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

University of Mary Washington
1301 College Avenue
Fredericksburg, VA 22401

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

AUTHORIZED REPRESENTATIVE

(JOS)

ADDENDUM
May 12, 2026

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: RFP 26-2138
Date Issued: April 27, 2026
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: June 1, 2026

This addendum consists of one (1) pages.

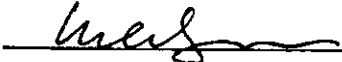
Questions from Offerors:

1. What Medeco key system (technology) is currently in place? **Medeco x4**
2. What Schlage key system (technology) is currently in place? **None – just single keyed different**
3. What brand of automatic operators are currently installed?
Norton - standard
Horton
Stanley – phasing out
Nabco – phasing out
Door-o-matic senior swing – phasing out
ASSA
LCN – phasing out

END OF ADDENDUM NO. 1

Jennifer Buist
Contract Officer
Procurement Services
University of Mary Washington
Phone: (540)654-1382

RFP 26-2138 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: PLK, INC. dba Professional Lock & Key
NAME OF OFFEROR REPRESENTATIVE: Wendy madison
OFFEROR SIGNATURE: 
DATE: 05/26/2026