University of Mary Washington
Procurement Services

Standard Contract

Contract #UCPUMW 27-2160
HVAC SUPPLIES

This contract, between Southern Refrigeration Corporation, hereinafter called the "Contractor", and the Commonwealth of Virginia, University of Mary Washington, called the "University" or "UMW", shall become effective November 1, 2026.

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

PERIOD OF CONTRACT: November 1, 2026, through October 31, 2027, with six (6) one-year renewal options. If all renewal options are exercised, the final contract expiration date shall be October 31, 2033.

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 27-2160, dated July 1, 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 7/27/2026, originally submitted July 30, 2026, and resubmitted August 10, 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.

I. **SCOPE OF SERVICES:** The Contractor shall furnish and deliver HVAC parts, components, materials, and any additional supplies and equipment that may be required to support maintenance, repair, and operation of University HVAC systems.
    A. GOODS: upon receipt of an order from the University, Contractor shall furnish and deliver the goods listed in the pricing schedule (Attachment A) and any additional supplies and equipment that may be required upon receipt of an order from UMW.
        a. Deliveries shall be made to locations specified in each order.
        b. Items shall be properly packaged to prevent damage during transit.
        c. All shipments shall include packing slips identifying:
            i. Contract number
            ii. Purchase order number
            iii. Item descriptions and quantities
        d. All parts shall be new, unused, and of current manufacture.
        e. Substitutions must receive prior written approval from the University.

f. Damaged, defective, or incorrect items shall be replaced at no additional cost within 2–3 business days.

B. DELIVERY POINT: All items shall be F.O.B delivered as directed by the University. All product orders will be delivered to UMW Central Storeroom 1302 Hanover Street, Fredericksburg, VA 22401.

C. DELIVERY NOTIFICATION: The University shall be notified 72 hours prior to delivery of any items so that personnel may verify items received. Notification shall be made to: UMW Warehouse Manager, 540-654- 5972.

D. EMERGENCY DELVERIES: The Contractor shall provide emergency delivery services for HVAC parts, components, and related materials on an as-needed basis to support mission-critical operations.
   a. An "emergency" shall be defined as any situation where HVAC system failure or degradation poses an immediate risk to facility operations, safety, mission readiness, or protection of University property.
   b. Upon notification by the Contract Administrator or designated representative, the Contractor shall:
      i. Acknowledge receipt of the emergency request within 1 hour.
      ii. Provide estimated time of arrival or shipment within 2 hours of receipt of emergency notification.
   c. Delivery Methods
      i. The Contractor shall utilize the fastest practical delivery method, including same-day courier, expedited shipping, or local pickup, as appropriate to meet required timelines.

II. PRICING: Attachment A includes the pricing schedule.

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

IV. GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding Required General Terms and Conditions of this Contract.

V. SPECIAL TERMS AND CONDITIONS:

1. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for 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.
3. **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.

4. **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.
5. **CREDIT CARD PROCESSING FEES:** Any credit card processing fees associated with payments under this Agreement shall not exceed three percent (3%) of the total sale. Such fees are deemed fully included within the Contractor's loaded labor rates, unless identified as a separate add-on fee within the proposal.
6. **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.
7. **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.

8. **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.
9. **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.
10. **ENVIROMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.
11. **ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or release of hazardous substances, including, but not limited to, the cost of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, as a result of the storage, accumulation or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state, or local standards, requirements, law, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of this Contract or related activities, shall be paid by the Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

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.

12. **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.
13. **EXTRA CHARGES PROHIBITED:** The proposed prices shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. No additional add-on costs or fees beyond those identified within Contactor's proposal submission will be permitted throughout the duration of the contract.
14. **EXCLUSIVITY:** The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.
15. **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.
16. **HOLDOVER:** The Contractor shall continue to provide the goods pursuant to any quotation, purchase order, or this Master Agreement executed prior to the expiration or termination of this Agreement to the extent reasonably necessary to fulfill outstanding obligations or support the University's ongoing operational requirements.
17. **INSURANCE:** By signing and submitting a proposal under this solicitation, the 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.

18. **PAYMENT TERMS:**
    a. Payment to the Contractor will be made thirty (30) days of the invoice receipt date, provided that the items have been delivered to and accepted by UMW.
    b. All invoices shall show the UMW contract number and/or purchase order number. Each invoice shall itemize the quantity, unit price, and extended price for each product purchased, as well as the overall total amount due.
    c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
19. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI-U. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation shall be permitted only at the conclusion of the initial contract period and subsequently every 365 days thereafter, contingent upon verification deemed satisfactory by the Purchasing Office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 45 days advance notice of any price increase to the procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 45-day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the University; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.
20. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract or purchase order 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.
21. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for six (6) successive one-year periods, or as negotiated, under the terms and conditions of the original contract. Price increases must be justified and may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately ninety (90) days prior to the expiration 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 Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics, 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 Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Any price increase requested by Contractor shall be accompanied by supporting information and or data that supports the proposed increase.

22. **RESTOCKING FEE:** No restocking fee shall be charged for in-stock items that are returned in accordance with the terms of this Contract. For special-order or non-stock items, a restocking fee may be assessed only to the extent charged by the manufacturer or supplier and may exceed twenty-five percent (25%) of the item purchase price. Any applicable return shipping charges may also be assessed.
23. **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.
24. **SUBCONTRACTS:** No portion of the work under this contract 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, experience of the proposed subcontractors, the work to be subcontracted, and the reason for subcontracting

the work. 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.

25. **WARRANTY:** The Contractor warrants that, unless otherwise specified in the contract, all goods sold shall be new and of first-class condition, and in accordance with the contract documents, to include purchase orders issued under the contract. The Contractor further warrants that all workmanship shall be of the highest quality, fully conforming to the specifications set forth in the contract documents, to include purchase orders issued under the contract, and shall be performed by individuals duly qualified in their respective trades. Any work failing to meet these standards shall be deemed defective. This warranty regarding materials and workmanship is separate, independent, and in addition to any other guarantees, representations, or contractual obligations undertaken by the Contractor under this agreement.

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

1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

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

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

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

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

SOUTHERN REFRIGERATION CORPORATION

Signature: [signature]

Printed Name: Mark Shepherd

Title: Vice President

Date: October 2, 2026

Phone: 540-342-3492

Email: mshepherd@srcusa.com

UNIVERSITY OF MARY WASHINGTON

Signature: Melva A. H. Kishpaugh Digitally signed by Melva A. H. Kishpaugh Date: 2026.10.26 12:43:49 -04'00'

Printed Name: Melva Kishpaugh

Title: Director, Procurement Services

Date: October 26, 2026

1301 College Avenue
Fredericksburg, VA 22401-5300

procure@umw.edu
adminfinance.umw.edu/procurement

ATTACHMENT A
PRICING

The Contractor agrees to provide the Goods herein described in compliance with the scope of work and all terms and conditions of this solicitation at the following prices if the items are in stock:

Item No.	Description	Quantity	Unit Price
1	Trane MOT19592 Motor 277 V 1 PH .12 HP 1080 RPM 3 Speed	1	$599.33 *
2	Weg 00318OT3E18ZT-S General Purpose Motor, 3 HP, 3 Ph, 182/4T Frame, 230/460V, 1765 rpm	1	$521.10 *
3	Cutler Hammer Eaton Contactor, IEC, 3 Pole, FNVR, 15A, B- Frame, 1NO, 110V 50Hz/120V 60Hz Coil MFR# XTCE015B10A	1	$145.54 *
4	Rector seal KS1 Kickstart 3.5-5 ton Hard Start device	1	$61.38 *
5	McQuay Daikin 1061630003 1/15HP 277V 1250RPM motor	1	$277.69 *
6	International Comfort Products 2120143 Blower Wheel 10X8X1/2	1	$97.47 *
7	Xylem Bell & Gossett 185011LF Bearing Assembly, Less Gasket and Seal kit	1	$1,852.67 *
8	Packard TFH5520BXN Reciprocating Compressor 208/230 Volt 1 Phase 60 Hertz R-410	1	$481.56 *
9	GE AWCS08WWB Medium Room Window Air Conditioner , Remote Included, 115-Volt , 8000-BTU	1	
10	Armstrong 816322-041 Bronze Pump Impeller 3-3/8	1	$277.78 *
11	Trane MXZ-2D20NL Heat Pump Multi-Zone Outdoor Unit 20MBH R-454B	1	
12	Schneider AT33A000 Motor, Actuator, 24Vac, Three Wire Floating Signal, Non Spring Return without Time Out	1	$88.71 *

*Pricing applies only if vendor has product

University of Mary Washington

Request for Proposal

RFP# UCPUMW 27-2160

HVAC Supplies

July 1, 2026



https://vascupp.org/

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

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement

Tel: (540) 654-1127
Fax: (540) 654-1168
procure@umw.edu

University of Mary Washington
Procurement Services

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE:	July 1, 2026
RFP NUMBER & TITLE:	UCPUMW 27-2160
PROPOSAL DUE DATE & TIME:	July 28, 2026, 2:00 p.m. **NOTE: Proposals uploaded to eVA after the due date and time cannot be accepted.**
PROPOSAL DELIVERY ADDRESS:	**Proposals are to be submitted via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).**
WORK LOCATION:	☒ All Campuses ☐ Fredericksburg ☐ Stafford ☐ Dahlgren
COMMODITY CODE(S):	03100, 03167,03176
PRE-PROPOSAL CONFERENCE:	☐ Optional ☐ Mandatory ☒ N/A **DATE & TIME:** N/A
PRE-PROPOSAL LOCATION:	N/A
CONTRACT OFFICER:	Kenneth R. Manahan **EMAIL:** kmanaha2@umw.edu
PERIOD OF CONTRACT:	September 7, 2026 through September 6, 2028, with 6 one-year renewal options

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 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. You are also certifying that your company 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: _____

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement

Tel: (540) 654-1127
Fax: (540) 654-1168
procure@umw.edu

I. **QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. Questions shall be emailed to the Contract Officer at kmanaha2@umw.edu. No questions will be accepted after 2:00 p.m., July 10, 2026.

II. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein shall be submitted electronically via upload to the RFP 's eVA site.

A. **Electronic Online Response via eVA:**

1. The Offeror must submit their proposal via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).
   **If you run into issues submitting your proposal electronically through eVA, please contact eVA Customer Care at 1-866-289-7367.*

B. The issuance of this solicitation does not guarantee an award of a contract.

C. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information. The redacted file shall also be uploaded to the eVA site with the file name including the word" Redacted Version".

III. **ADDENDA**: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: http://www.eva.virginia.gov. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.

IV. **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.

1301 College Avenue
Fredericksburg, VA 22401-5300
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Tel: (540) 654-1127
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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	7
VIII.	EVALUATION CRITERIA	8
IX.	CONTRACT ADMINISTRATION	9
X.	MANDATORY GENERL TERMS AND CONDITIONS	9
XI.	SPECIAL TERMS AND CONDITIONS	11
XII.	SUPPLIER ONBOARDING and METHOD OF PAYMENT	19

ATTACHMENTS

A.	SMALL BUSINESS SUBCONTRACTING PLAN **(MUST BE SUBMITTED W/ PROPOSAL)**	21
B.	PRICING SCHEDULE **(MUST BE SUBMITTED WITH PROPOSAL)**	23
C.	SWAM SUBCONTRACTING SPEND REPORTING	24
D.	PROPOSAL SUBMISSION CHECKLIST	25

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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 cooperative contract with one or more qualified sources to provide HVAC materials, equipment and supplies, on an as-needed basis, to the University of Mary Washington ("UMW" or "University"), an agency of the Commonwealth of Virginia.

II. ORGANIZATION OVERVIEW:

The University of Mary Washington (UMW), founded in 1908 and located in Fredericksburg, Virginia, is ranked as a top 10 public liberal arts college nationally in U.S. News and focuses on what matters. Students develop interests into thriving careers through research projects, internships, study abroad programs, community service, and employment opportunities — experiences that turn inspiration into professional success. Mary Wash offers more than 100 majors, minors, and programs; 150+ student organizations and clubs; and NCAA Division III Athletics. Perfectly positioned between Washington, D.C., and Richmond, VA, UMW provides a top-notch curriculum, a close-knit campus community, and a prime location. Learn more at umw.edu

III. BACKGROUND:

For fiscal year 2025 (July 1, 2024 through June 30, 2025), it is estimated that the University of Mary Washington spent approximately $435,865 for HVAC supplies. This solicitation will serve as a new contract for the same commodity. The contract will be awarded for a two-year base period with six (6) one-year renewal options. There is no guarantee of estimated spend for the life of the awarded contract. *The University will not guarantee actual contract usage in any amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.*

This procurement is a recompete of the current UMW contract, number UCPUMW 18-703, which is currently held by Southern Refrigeration Corp., TMS Supplies, and Complete Facilities Supply. The current contact end date is September 6, 2026.

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), 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

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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.

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3. Number of Proposals Required: One (1) original electronic version of the proposal is required and, if required by the Offeror, one (1) separate electronic version clearly marked "Redacted Copy". The file(s) must be uploaded to eVA.

4. 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 must demonstrate the ability to reliably source, supply, and deliver the requested goods. Offerors are required to submit the following items within the proposal:

1. Complete and return SIGNED RFP cover page, and any Addendums to the solicitation. Proposals shall be signed by an authorized representative of the Offeror.
2. Complete and include within the proposal the Pricing Schedule provided within Attachment B.
3. Complete and include within the proposal the Small Business Subcontracting Plan, Attachment A.
4. Provide a summary of the business and organization structure, include number of years in business, locations, and experience, if any, selling to other institutions of higher education.
5. If applicable, identify restocking charges and process.
6. Offeror shall describe its inventory model, including warehouse locations, stocking practices, and whether items are held in inventory, sourced on demand, or fulfilled via manufacturer or distributor networks.
7. Offeror shall provide delivery performance metrics for the past 6 months to include 1) on-time delivery rate, and 2) backorder frequency.
8. Offeror shall describe its capability to respond to emergency orders, including response times, expedited delivery options, and availability of after-hours support.
9. Offeror shall provide documentation demonstrating its ability to source the items identified in the Attachment B pricing table, such as manufacturer authorization letters, distributor agreements, or identification of other supplier relationships.
10. Offeror shall state whether they have a history of contract defaults, debarments or suspensions.
11. Offeror must provide three (3) recent (within the past year) references with their proposal. The information shall include company name, individual point of contract and email address, and approximate number of orders received within the past twelve months.
12. Specify if offeror does or does not accept credit card purchases.
13. Any other information the Offeror believes will help the University evaluate its proposal.
14. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
    Please review the Proposal Submission Checklist, Attachment D to this RFP prior to submission.

VII. STATEMENT OF NEEDS: The Contractor shall furnish and deliver HVAC parts, components, materials, and any additional supplies and equipment that may be required to support maintenance, repair, and operation of University HVAC systems.

1. GOODS: upon receipt of an order from the University, Contractor shall furnish and deliver the goods listed in the pricing schedule (Attachment B) and any additional supplies and equipment that may be required upon receipt of an order from UMW.
    a. Deliveries shall be made to locations specified in each order.

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b. Items shall be properly packaged to prevent damage during transit.
c. All shipments shall include packing slips identifying:
    i. Contract number
    ii. Purchase order number
    iii. Item descriptions and quantities
d. AllUnless otherwise specified, all parts shall be new, unused, and of current manufacture.
e. Substitutions must receive prior written approval from the University.
f. Damaged, defective, or incorrect items shall be replaced at no additional cost within 2–3 business days.

2. DELIVERY POINT: All items shall be F.O.B delivered as directed by the University. All product orders will be delivered to UMW Central Storeroom 1302 Hanover Street, Fredericksburg, VA 22401.
3. DELIVERY NOTIFICATION: The University shall be notified 72 hours prior to delivery of any items so that personnel may verify items received. Notification shall be made to: UMW Warehouse Manager, 540-654-5972.
4. EMERGENCY DELVERIES: The Contractor shall provide emergency delivery services for HVAC parts, components, and related materials on an as-needed basis to support mission-critical operations.
    a. An "emergency" shall be defined as any situation where HVAC system failure or degradation poses an immediate risk to facility operations, safety, mission readiness, or protection of University property.
    b. Upon notification by the Contract Administrator or designated representative, the Contractor shall:
        i. Acknowledge receipt of the emergency request within 1 hour.
        ii. Provide estimated time of arrival or shipment within 2 hours of receipt of emergency notification.
    c. Delivery Methods
        i. The Contractor shall utilize the fastest practical delivery method, including same-day courier, expedited shipping, or local pickup, as appropriate to meet required timelines.

VIII. Evaluation and Award Criteria: Proposals will be evaluated by the University using the following criteria:

Criteria	Point Value
Capabilities: Inventory access and stocking strategy; Distribution Network and delivery converge, emergency response capability, supplier relationships and references; history of contract defaults, debarments or suspensions; relationships with manufacturers; facilities, organization, experience.	35
Ordering and Delivery: On-time delivery rate and backorder frequency; restocking; inventory management; order fulfillment.	20
Pricing: Attachment B pricing; discount percentage; restocking charges.	25
Small Business Subcontracting Plan: Small Businesses get full points, and Large Business point assignment is decided by their proposed subcontracting to SWAM businesses evidenced in Subcontracting Plan.	20
Total	100

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IX. CONTRACT ADMINISTRATION:

A. The UMW Assistant Director for Building Mechanics Systems, 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 goods and shall decide all other questions in connection with the goods. The Contract Administrator shall not have authority to approve changes in the goods 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.

X. MANDATORY GENERAL TERMS AND CONDITIONS:

The following terms and conditions shall apply to all procurements as required by Commonwealth of Virginia Law or University of Mary Washington policy for goods and services. These terms may be negotiable only through the University's legal counsel.

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 at http://adminfinance.umw.edu/procurement/). 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 the awarded 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.
   d. 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

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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. **ASSIGNMENTOF 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 proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other 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 www.eVA.virginia.gov , 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:
   a. DSBSD-certified Small Businesses: 1%, capped at $500 per order.
   b. 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

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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.

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) 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 may 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)

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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

If this solicitation results in multiple awards, the University reserves the right to (i) issue a project or task directly to any awarded contractor when deemed in the University's best interest, or (ii) conduct a competitive selection among the awarded contractors for individual projects or tasks. The method of assignment will be determined by the University based on the nature, urgency, requirements, and the contactor capabilities.

At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

5. **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.
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 or services specified, and shall remain properly licensed during the life of the contract. Additionally, Offeror understand that they 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. **EXTRA CHARGES PROHIBITED**: The proposed prices shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor, if not identified in the proposal, 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. No additional add-on costs or fees beyond those identified within Contactor's proposal submission will be permitted throughout the duration of the contract.
12. **INSURANCE:** By signing and submitting a proposal under this solicitation, the 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.

10. **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 eVA system timestamp. Any proposal submitted after the due date and time will not be accepted. It is the sole responsibility of the Offeror to ensure that its proposal is successfully submitted via the eVA portal no later than the date and time stated within this solicitation.
11. **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 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.

12. **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.
13. **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.
14. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your 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, via email. Offerors must ensure that written inquiries reach the Contract Officer by the date and time as 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.
15. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation.

B. <u>CONTRACT:</u>

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. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for 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.

3. **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.
4. **CREDIT CARD PROCESSING FEES:** Any credit card processing fees associated with payments under this Agreement shall not exceed three percent (3%) of the total sale. Such fees are deemed fully included within the Contractor's loaded labor rates, unless identified as a separate add-on fee within the proposal.
5. **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.
6. **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.

7. **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.
8. **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.
9. **ENVIROMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.
10. **ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or release of hazardous substances, including, but not limited to, the cost of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, as a result of the storage, accumulation or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state, or local standards, requirements, law, statutes, regulations or the law of nuisance by

Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of this Contract or related activities, shall be paid by the Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

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.

11. **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.
12. **EXTRA CHARGES PROHIBITED:** The proposed prices shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. No additional add-on costs or fees beyond those identified within Contactor's proposal submission will be permitted throughout the duration of the contract.
13. **EXCLUSIVITY:** The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.
14. **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.
15. **HOLDOVER:** The Contractor shall continue to provide the goods pursuant to any quotation, purchase order, or this Master Agreement executed prior to the expiration or termination of this Agreement to the extent reasonably necessary to fulfill outstanding obligations or support the University's ongoing operational requirements.
16. **PAYMENT TERMS:**
    a. Payment to the Contractor will be made thirty (30) days of the invoice receipt date, provided that the items have been delivered to and accepted by UMW.
    b. All invoices shall show the UMW contract number and/or purchase order number. Each invoice shall itemize the quantity, unit price, and extended price for each product purchased, as well as the overall total amount due.
    c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

17. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI-U. No price increases will

be authorized for 365 calendar days after the effective date of the contract. Price escalation shall be permitted only at the conclusion of the initial contract period and subsequently every 365 days thereafter, contingent upon verification deemed satisfactory by the Purchasing Office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 45 days advance notice of any price increase to the procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 45-day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the University; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

18. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract or purchase order 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.
19. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for six (6) successive one-year periods, or as negotiated, under the terms and conditions of the original contract. Price increases must be justified and may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately ninety (90) days prior to the expiration 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 Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics, 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 Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

    Any price increase requested by Contractor shall be accompanied by supporting information and or data that supports the proposed increase.
20. **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.

21. **SUBCONTRACTS:** No portion of the work under this contract 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, experience of the proposed subcontractors, the work to be subcontracted, and the reason for subcontracting the work. 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.
22. **WARRANTY:** The Contractor warrants that, unless otherwise specified in the contract, all goods sold shall be new and of first-class condition, and in accordance with the contract documents, to include purchase orders issued under the contract. The Contractor further warrants that all workmanship shall be of the highest quality, fully conforming to the specifications set forth in the contract documents, to include purchase orders issued under the contract, and shall be performed by individuals duly qualified in their respective trades. Any work failing to meet these standards shall be deemed defective. This warranty regarding materials and workmanship is separate, independent, and in addition to any other guarantees, representations, or contractual obligations undertaken by the Contractor under this agreement.

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

the following methods for all University initiated procurements:

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

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

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

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 7401

University of Mary Washington
Procurement Services

ATTACHMENT A - 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.

ATTACHMENT A (continued)

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.

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 2 Year Period of the Contract ($)
				Total Planned Subcontracting Spend ($)	

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

ATTACHMENT B

PRICING SCHEDULE

The Contractor agrees to provide the Goods herein described in compliance with the scope of work and all terms and conditions of this solicitation at the following prices:

- **OFFEROR IS TO COMPLETE AND RETURN THIS SECTION WITH PROPOSAL.**
- **OFFEROR SHALL ONLY PRICE ITEMS THAT CAN BE SUPPLIED.**
- **QUANTITIES ARE FOR EVALUAITON PURPOSES ONLY.**

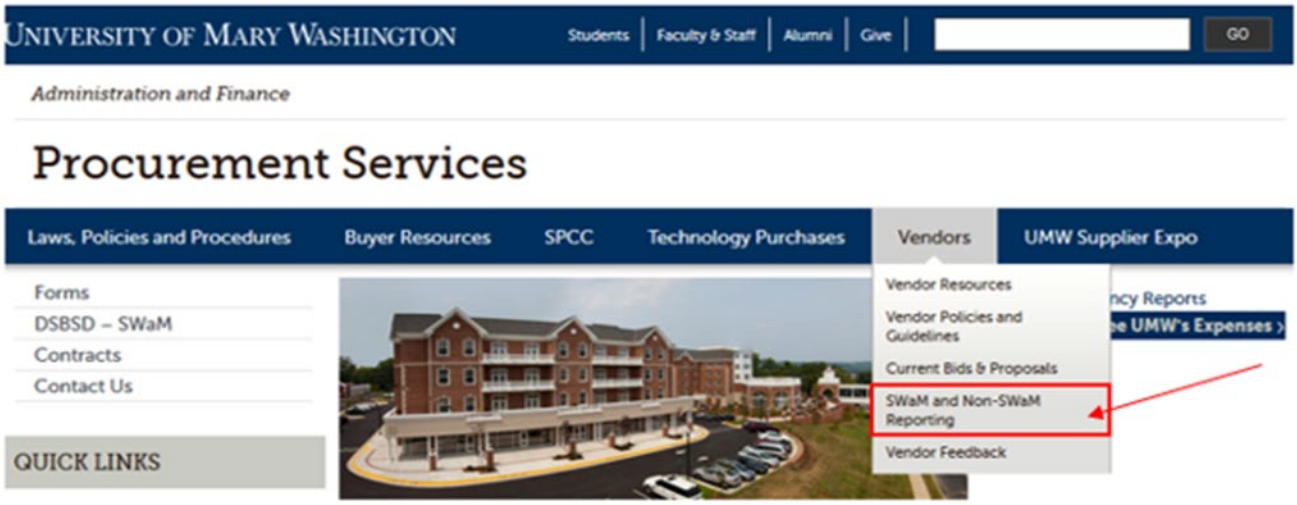
CATEGORY/ITEM	UNIT/QTY	Unit Price
1. Marathon Motors 5KC36LN144G Motor, 1/2HP, 3450 RPM, 115/230V Cat. No C1420	1	
2. Marathon Motors/ Leeson ½ HP, 3450RPM, 56J TEFC, 1PH Pump motor	1	
3. Cutler Hammer Eaton Contactor, IEC, 3 Pole, FNVR, 15A, B- Frame, 1NO, 110V 50Hz/120V 60Hz Coil MFR# XTCE015B10A	1	
4. Rector seal KS1 Kickstart 3.5-5 ton Hard Start device	1	
5. McQuay Daikin 106163003 1/15HP 277V 1250RPM motor	1	
6. McQuay Daikin Blower Wheels 0002120143	1	
15. B&G BEARING ASSEMBLY 18533LF for series PD & 60 pumps	1	
8. FS-Curtis CT5 5-HP 80G Vertical Simplex Air Compressor *Product Code:* FCT05C55V8X-A2L1H1	1	
9. RADS-183P Comfort Aire 18,000 BTU Window unit	1	
10. 816322-041 Armstrong Bronze Pump Impeller 3-3/8	1	
11. LG LSU120HXV 12000 BTU Mega Series Outdoor Unit - 115V	**1**	
12. Heat timer multi-mod modulating control 926650CV Multi-MOD Platinum Current/Voltage Standard	**1**	
	Total	

The Contractor shall extend a minimum discount of _____ % on all catalog items not included in the evaluated price list above. This discount shall be uniformly applied to all catalog items without exception and shall remain in effect throughout the contract period. The discount is a required contractual term but will not be used in the price evaluation.

University of Mary Washington
Procurement Services

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 Document - Excel or Word only

- Upload Spreadsheet/Document
- Manual Input

Manually type information for each sub-contractor

University of Mary Washington
Procurement Services

ATTACHMENT D

RFP UCPUMW 27-2160 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

- No Questions Accepted after 2:00 p.m., July 10, 2026 All Questions must be directed, via email, to the Procurement Officer for this solicitation: Kenneth Manahan at kmanaha2@umw.edu.

- Proposal Due Date: All proposals must be uploaded to eVA no later than 2:00 p.m., July 28, 2026- Proposals submitted after the due date and time will not be accepted.

- **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 necessary, a Redacted copy)
☐ Include all information as specified in section VI.B within the proposal.
☐ Completed Attachment A, Small Business Subcontracting Plan.
☐ Completed Attachment B, Pricing Schedule.
☐ Any exceptions taken to University's Terms and Conditions.
☐ Additional information to assist the University in its review of the proposal.
☐ Current Certificate of Liability Insurance

University of Mary Washington

Request for Proposal

RFP# UCPUMW 27-2160

HVAC Supplies

July 1, 2026

https://vascupp.org/

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

1301 College Avenue
Fredericksburg, VA 22401-5300
admnfinance.umw.edu/procurement

Tel: (540) 654-1127
Fax: (540) 654-1168
procure@umw.edu

University of Mary Washington
Procurement Services

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE:	July 1, 2026
RFP NUMBER & TITLE:	UCPUMW 27-2160
PROPOSAL DUE DATE & TIME:	July 28, 2026, 2:00 p.m. **NOTE: Proposals uploaded to eVA after the due date and time cannot be accepted.**
PROPOSAL DELIVERY ADDRESS:	**Proposals are to be submitted via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).**
WORK LOCATION:	☒ All Campuses ☐ Fredericksburg ☐ Stafford ☐ Dahlgren
COMMODITY CODE(S):	03100, 03167,03176
PRE-PROPOSAL CONFERENCE:	☐ Optional ☐ Mandatory ☒ N/A **DATE & TIME: N/A**
PRE-PROPOSAL LOCATION:	N/A
CONTRACT OFFICER:	Kenneth R. Manahan **EMAIL:** kmanaha2@umw.edu
PERIOD OF CONTRACT:	September 7, 2026 through September 6, 2028, with 6 one-year renewal options

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 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. You are also certifying that your company 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: Southern Refrigeration Corporation

Address of Offering Firm: 3140 Shenandoah Ave. NW Roanoke, VA 24017

DSBSD Certification No.: 6841 Expiration Date: 01/11/2030

eVA ID: E2764 Tax ID: 54-0470010

Email: mshepherd@srcusa.com Telephone: 540-342-3493

Website: www.srcusa.com Fax: 540-343-2163

Submitted By (Print Name & Title): Mark Shepherd

Signature (In Ink): Mark Shepherd Date: 7/27/2026

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I. **QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. Questions shall be emailed to the Contract Officer at kmanaha2@umw.edu. No questions will be accepted after 2:00 p.m., July 10, 2026.

II. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein shall be submitted electronically via upload to the RFP 's eVA site.

A. **Electronic Online Response via eVA:**

1. The Offeror must submit their proposal via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).
   **If you run into issues submitting your proposal electronically through eVA, please contact eVA Customer Care at 1-866-289-7367.*

B. The issuance of this solicitation does not guarantee an award of a contract.

C. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information. The redacted file shall also be uploaded to the eVA site with the file name including the word" Redacted Version".

III. **ADDENDA:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: http://www.eva.virginia.gov. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.

IV. **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.

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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	7
VIII.	EVALUATION CRITERIA	8
IX.	CONTRACT ADMINISTRATION	9
X.	MANDATORY GENERL TERMS AND CONDITIONS	9
XI.	SPECIAL TERMS AND CONDITIONS	11
XII.	SUPPLIER ONBOARDING and METHOD OF PAYMENT	19

ATTACHMENTS

A.	SMALL BUSINESS SUBCONTRACTING PLAN **(MUST BE SUBMITTED W/ PROPOSAL)**	21
B.	PRICING SCHEDULE **(MUST BE SUBMITTED WITH PROPOSAL)**	23
C.	SWAM SUBCONTRACTING SPEND REPORTING	24
D.	PROPOSAL SUBMISSION CHECKLIST	25

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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 cooperative contract with one or more qualified sources to provide HVAC materials, equipment and supplies, on an as-needed basis, to the University of Mary Washington ("UMW" or "University"), an agency of the Commonwealth of Virginia.

II. ORGANIZATION OVERVIEW:

The University of Mary Washington (UMW), founded in 1908 and located in Fredericksburg, Virginia, is ranked as a top 10 public liberal arts college nationally in U.S. News and focuses on what matters. Students develop interests into thriving careers through research projects, internships, study abroad programs, community service, and employment opportunities — experiences that turn inspiration into professional success. Mary Wash offers more than 100 majors, minors, and programs; 150+ student organizations and clubs; and NCAA Division III Athletics. Perfectly positioned between Washington, D.C., and Richmond, VA, UMW provides a top-notch curriculum, a close-knit campus community, and a prime location. Learn more at umw.edu

III. BACKGROUND:

For fiscal year 2025 (July 1, 2024 through June 30, 2025), it is estimated that the University of Mary Washington spent approximately $435,865 for HVAC supplies. This solicitation will serve as a new contract for the same commodity. The contract will be awarded for a two-year base period with six (6) one-year renewal options. There is no guarantee of estimated spend for the life of the awarded contract. *The University will not guarantee actual contract usage in any amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.*

This procurement is a recompete of the current UMW contract, number UCPUMW 18 703, which is currently held by Southern Refrigeration Corp., TMS Supplies, and Complete Facilities Supply. The current contact end date is September 6, 2026.

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), 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

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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.

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3. Number of Proposals Required: One (1) original electronic version of the proposal is required and, if required by the Offeror, one (1) separate electronic version clearly marked "Redacted Copy". The file(s) must be uploaded to eVA.

4. 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 must demonstrate the ability to reliably source, supply, and deliver the requested goods. Offerors are required to submit the following items within the proposal:

1. Complete and return SIGNED RFP cover page, and any Addendums to the solicitation. Proposals shall be signed by an authorized representative of the Offeror.
2. Complete and include within the proposal the Pricing Schedule provided within Attachment B.
3. Complete and include within the proposal the Small Business Subcontracting Plan, Attachment A.
4. Provide a summary of the business and organization structure, include number of years in business, locations, and experience, if any, selling to other institutions of higher education.
5. If applicable, identify restocking charges and process.
6. Offeror shall describe its inventory model, including warehouse locations, stocking practices, and whether items are held in inventory, sourced on demand, or fulfilled via manufacturer or distributor networks.
7. Offeror shall provide delivery performance metrics for the past 6 months to include 1) on-time delivery rate, and 2) backorder frequency.
8. Offeror shall describe its capability to respond to emergency orders, including response times, expedited delivery options, and availability of after-hours support.
9. Offeror shall provide documentation demonstrating its ability to source the items identified in the Attachment B pricing table, such as manufacturer authorization letters, distributor agreements, or identification of other supplier relationships.
10. Offeror shall state whether they have a history of contract defaults, debarments or suspensions.
11. Offeror must provide three (3) recent (within the past year) references with their proposal. The information shall include company name, individual point of contract and email address, and approximate number of orders received within the past twelve months.
12. Specify if offeror does or does not accept credit card purchases.
13. Any other information the Offeror believes will help the University evaluate its proposal.
14. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
    Please review the Proposal Submission Checklist, Attachment D to this RFP prior to submission.

VII. STATEMENT OF NEEDS: The Contractor shall furnish and deliver HVAC parts, components, materials, and any additional supplies and equipment that may be required to support maintenance, repair, and operation of University HVAC systems.

1. GOODS: upon receipt of an order from the University, Contractor shall furnish and deliver the goods listed in the pricing schedule (Attachment B) and any additional supplies and equipment that may be required upon receipt of an order from UMW.
    a. Deliveries shall be made to locations specified in each order.

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b. Items shall be properly packaged to prevent damage during transit.
c. All shipments shall include packing slips identifying:
    i. Contract number
    ii. Purchase order number
    iii. Item descriptions and quantities
d. AllUnless otherwise specified, all parts shall be new, unused, and of current manufacture.
e. Substitutions must receive prior written approval from the University.
f. Damaged, defective, or incorrect items shall be replaced at no additional cost within 2–3 business days.

2. DELIVERY POINT: All items shall be F.O.B delivered as directed by the University. All product orders will be delivered to UMW Central Storeroom 1302 Hanover Street, Fredericksburg, VA 22401.
3. DELIVERY NOTIFICATION: The University shall be notified 72 hours prior to delivery of any items so that personnel may verify items received. Notification shall be made to: UMW Warehouse Manager, 540-654-5972.
4. EMERGENCY DELVERIES: The Contractor shall provide emergency delivery services for HVAC parts, components, and related materials on an as-needed basis to support mission-critical operations.
    a. An "emergency" shall be defined as any situation where HVAC system failure or degradation poses an immediate risk to facility operations, safety, mission readiness, or protection of University property.
    b. Upon notification by the Contract Administrator or designated representative, the Contractor shall:
        i. Acknowledge receipt of the emergency request within 1 hour.
        ii. Provide estimated time of arrival or shipment within 2 hours of receipt of emergency notification.
    c. Delivery Methods
        i. The Contractor shall utilize the fastest practical delivery method, including same-day courier, expedited shipping, or local pickup, as appropriate to meet required timelines.

VIII. Evaluation and Award Criteria: Proposals will be evaluated by the University using the following criteria:

Criteria	Point Value
Capabilities: Inventory access and stocking strategy; Distribution Network and delivery converge, emergency response capability, supplier relationships and references; history of contract defaults, debarments or suspensions; relationships with manufacturers; facilities, organization, experience.	35
Ordering and Delivery: On-time delivery rate and backorder frequency; restocking; inventory management; order fulfillment.	20
Pricing: Attachment B pricing; discount percentage; restocking charges.	25
Small Business Subcontracting Plan: Small Businesses get full points, and Large Business point assignment is decided by their proposed subcontracting to SWAM businesses evidenced in Subcontracting Plan.	20
Total	100

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IX. CONTRACT ADMINISTRATION:

A. **The UMW Assistant Director for Building Mechanics Systems, 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 goods and shall decide all other questions in connection with the goods. The Contract Administrator shall not have authority to approve changes in the goods 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.**

X. MANDATORY GENERAL TERMS AND CONDITIONS:

The following terms and conditions shall apply to all procurements as required by Commonwealth of Virginia Law or University of Mary Washington policy for goods and services. These terms may be negotiable only through the University's legal counsel.

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 at http://adminfinance.umw.edu/procurement/). 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 the awarded 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.
   d. 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

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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. **ASSIGNMENTOF 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 proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other 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 www.eVA.virginia.gov, 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:
   a. DSBSD-certified Small Businesses: 1%, capped at $500 per order.
   b. 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

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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.

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) 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 may 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)

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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

If this solicitation results in multiple awards, the University reserves the right to (i) issue a project or task directly to any awarded contractor when deemed in the University's best interest, or (ii) conduct a competitive selection among the awarded contractors for individual projects or tasks. The method of assignment will be determined by the University based on the nature, urgency, requirements, and the contactor capabilities.

At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

5. **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.
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 or services specified, and shall remain properly licensed during the life of the contract. Additionally, Offeror understand that they 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. **EXTRA CHARGES PROHIBITED:** The proposed prices shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor, if not identified in the proposal, 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. No additional add-on costs or fees beyond those identified within Contactor's proposal submission will be permitted throughout the duration of the contract.
12. **INSURANCE:** By signing and submitting a proposal under this solicitation, the 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.

10. **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 eVA system timestamp. Any proposal submitted after the due date and time will not be accepted. It is the sole responsibility of the Offeror to ensure that its proposal is successfully submitted via the eVA portal no later than the date and time stated within this solicitation.
11. **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 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.

12. **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.
13. **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.
14. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your 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, via email. Offerors must ensure that written inquiries reach the Contract Officer by the date and time as 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.
15. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation.

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. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for 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.

3. **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.
4. **CREDIT CARD PROCESSING FEES:** Any credit card processing fees associated with payments under this Agreement shall not exceed three percent (3%) of the total sale. Such fees are deemed fully included within the Contractor's loaded labor rates, unless identified as a separate add-on fee within the proposal.
5. **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.
6. **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.

7. **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.
8. **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.
9. **ENVIROMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.
10. **ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or release of hazardous substances, including, but not limited to, the cost of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, as a result of the storage, accumulation or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state, or local standards, requirements, law, statutes, regulations or the law of nuisance by

Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of this Contract or related activities, shall be paid by the Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

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.

11. **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.
12. **EXTRA CHARGES PROHIBITED:** The proposed prices shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. No additional add-on costs or fees beyond those identified within Contactor's proposal submission will be permitted throughout the duration of the contract.
13. **EXCLUSIVITY:** The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.
14. **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.
15. **HOLDOVER:** The Contractor shall continue to provide the goods pursuant to any quotation, purchase order, or this Master Agreement executed prior to the expiration or termination of this Agreement to the extent reasonably necessary to fulfill outstanding obligations or support the University's ongoing operational requirements.
16. **PAYMENT TERMS:**
    a. Payment to the Contractor will be made thirty (30) days of the invoice receipt date, provided that the items have been delivered to and accepted by UMW.
    b. All invoices shall show the UMW contract number and/or purchase order number. Each invoice shall itemize the quantity, unit price, and extended price for each product purchased, as well as the overall total amount due.
    c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

17. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI-U. No price increases will

be authorized for 365 calendar days after the effective date of the contract. Price escalation shall be permitted only at the conclusion of the initial contract period and subsequently every 365 days thereafter, contingent upon verification deemed satisfactory by the Purchasing Office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 45 days advance notice of any price increase to the procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 45-day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the University; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

18. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract or purchase order 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.
19. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for six (6) successive one-year periods, or as negotiated, under the terms and conditions of the original contract. Price increases must be justified and may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately ninety (90) days prior to the expiration 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 Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics, 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 Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

    Any price increase requested by Contractor shall be accompanied by supporting information and or data that supports the proposed increase.
20. **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.

21. **SUBCONTRACTS:** No portion of the work under this contract 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, experience of the proposed subcontractors, the work to be subcontracted, and the reason for subcontracting the work. 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.
22. **WARRANTY:** The Contractor warrants that, unless otherwise specified in the contract, all goods sold shall be new and of first-class condition, and in accordance with the contract documents, to include purchase orders issued under the contract. The Contractor further warrants that all workmanship shall be of the highest quality, fully conforming to the specifications set forth in the contract documents, to include purchase orders issued under the contract, and shall be performed by individuals duly qualified in their respective trades. Any work failing to meet these standards shall be deemed defective. This warranty regarding materials and workmanship is separate, independent, and in addition to any other guarantees, representations, or contractual obligations undertaken by the Contractor under this agreement.

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

the following methods for all University initiated procurements:

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

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

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

UNIVERSITY OF MARY WASHINGTON
Attn: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 7401

University of Mary Washington
Procurement Services

ATTACHMENT A - 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: Southern Refrigeration Corporation

Preparer Name: Mark Shepherd **Date:** 07/27/2026

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.

University of Mary Washington
Procurement Services

ATTACHMENT A (continued)

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.

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.: 6841 Expiration Date: 01/11/2030

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 2 Year Period of the Contract ($)
				Total Planned Subcontracting Spend ($)	

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

Replaced by Addendum #2

University of Mary Washington
Procurement Services

ATTACHMENT B

PRICING SCHEDULE

The Contractor agrees to provide the Goods herein described in compliance with the scope of work and all terms and conditions of this solicitation at the following prices:

- **OFFEROR IS TO COMPLETE AND RETURN THIS SECTION WITH PROPOSAL.**
- **OFFEROR SHALL ONLY PRICE ITEMS THAT CAN BE SUPPLIED.**
- **QUANTITIES ARE FOR EVALUAITON PURPOSES ONLY.**

CATEGORY/ITEM	UNIT/QTY	Unit Price
1. Marathon Motors 5KC36LN144G Motor, 1/2HP, 3450 RPM, 115/230V Cat. No C1420	1	$339.29 Price applies only if vendor has product
2. Marathon Motors/ Leeson ½ HP, 3450RPM, 56J TEFC, 1PH Pump motor C331	1	$215.56 Price applies only if vendor has product
3. Cutler Hammer Eaton Contactor, IEC, 3 Pole, FNVR, 15A, B- Frame, 1NO, 110V 50Hz/120V 60Hz Coil MFR# XTCE015B10A LC1D18G7	1	$135.88 Price applies only if vendor has product
4. Rector seal KS1 Kickstart 3.5-5 ton Hard Start device	1	$64.99 Price applies only if vendor has product
5. McQuay Daikin 106163003 1/15HP 277V 1250RPM motor	1	$294.02 Price applies only if vendor has product
6. McQuay Daikin Blower Wheels 0002120143	1	$74.16 Price applies only if vendor has product
15. B&G BEARING ASSEMBLY 18533LF for series PD & 60 pumps 185333LF	1	$2,083.06 Price applies only if vendor has product
8. FS-Curtis CT5 5-HP 80G Vertical Simplex Air Compressor *Product Code* FCT05G55V8X-A2L1H1	1	$4,294.12 Price applies only if vendor has product
9. RADS-183P Comfort Aire 18,000 BTU Window unit	1	$772.94 Price applies only if vendor has product
10. 816322-041 Armstrong Bronze Pump Impeller 3-3/8	1	$294.12 Price applies only if vendor has product
11. LG LSU120HXV 12000 BTU Mega Series Outdoor Unit - 115V Discontinued unit	1	DISCONTINUED
12. Heat timer multi-mod modulating control 926650CV Multi-MOD Platinum Current/Voltage Standard	1	$5,661.18 Price applies only if vendor has product
	Total	

The Contractor shall extend a minimum discount of 5 % on all catalog items not included in the evaluated price list above. This discount shall be uniformly applied to all catalog items without exception and shall remain in effect throughout the contract period. The discount is a required contractual term but will not be used in the price evaluation.

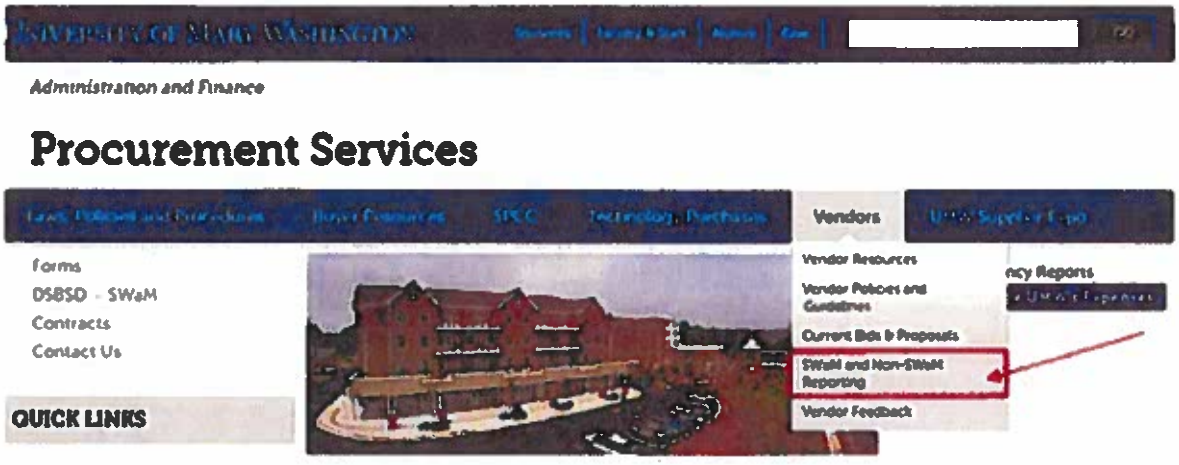
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adminfinance.umw.edu/procurement

University of Mary Washington
Procurement Services

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 *

Please enter the name of the COMPANY

Contract Number

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

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University of Mary Washington
Procurement Services

ATTACHMENT D

RFP UCPUMW 27-2160 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

- No Questions Accepted after 2:00 p.m., July 10, 2026 All Questions must be directed, via email, to the Procurement Officer for this solicitation: Kenneth Manahan at kmanaha2@umw.edu.
- Proposal Due Date: All proposals must be uploaded to eVA no later than 2:00 p.m., July 28, 2026- Proposals submitted after the due date and time will not be accepted.
- **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 necessary, a Redacted copy)
- ☐ Include all information as specified in section VI.B within the proposal.
- ☐ Completed Attachment A, Small Business Subcontracting Plan.
- ☐ Completed Attachment B, Pricing Schedule.
- ☐ Any exceptions taken to University's Terms and Conditions.
- ☐ Additional information to assist the University in its review of the proposal.
- ☐ Current Certificate of Liability Insurance

1301 College Avenue
Fredericksburg, VA 22401-5300
procure@umw.edu
adminfinance.umw.edu/procurement

University of Mary Washington
Procurement Services

ADDENDUM
July 23, 2026

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals:	UCPUMW 27-2160, HVAC Supplies
Date Issued:	July 1, 2026
For Delivery to:	University of Mary Washington, Commonwealth of Virginia
Proposal Due Date:	August 11, 2026

This addendum consists of one (1) pages.

1. The due date and time for proposal submissions via upload to the eVA portal is hereby extended to 2:00 p.m., August 11, 2026. This extension is due to the need to revise Attachment B "PRICING SCHEDULE", which will be issued in a forthcoming Addendum.

2. Section XI.10. "Late Proposals" is deleted in its entirety, and replaced with the following:

   XI.10 LATE PROPOSALS: To be considered for selection, proposals must be uploaded to eVA no later than the due date and time for proposal submissions as specified on the solicitation cover page. The official submission date and time will be based on the eVA system timestamp. Any proposal submitted after the due date and time will not be accepted. It is the sole responsibility of the Offeror to ensure that its proposal is successfully submitted via the eVA portal no later than the date and time stated within this solicitation.

END OF ADDENDUM NO. 1

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

RFP UCPUMW 27-2160 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: Southern Refrigeration Corporation

NAME OF OFFEROR REPRESENTATIVE: Mark Shepherd

OFFEROR SIGNATURE: Mark Shepherd

DATE: 7/27/2026

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement procure@umw.edu

University of Mary Washington
Procurement Services

ADDENDUM
August 4, 2026

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposals:	UCPUMW 27-2160, HVAC Supplies
Date Issued:	July 1, 2026
For Delivery to:	University of Mary Washington, Commonwealth of Virginia
Proposal Due Date:	August 11, 2026

This addendum consists of two (2) pages.

The purpose for this Addendum is as follows:

- The Table in Attachment B is removed in its entirety and replaced with the Table below, which shall be used for the submission of proposed pricing within Offeror's proposal. See note at bottom of table.

Item No.	Description	Quantity	Unit Price
1	Trane MOT19592 Motor 277 V 1 PH .12 HP 1080 RPM 3 Speed	1	$599.33 *
2	Weg 00318OT3E182T-S General Purpose Motor, 3 HP, 3 Ph, 182/4T Frame, 230/460V, 1765 rpm	1	$521.10 *
3	Cutler Hammer Eaton Contactor, IEC, 3 Pole, FNVR, 15A, B- Frame, 1NO, 110V 50Hz/120V 60Hz Coil MFR# XTCE015B10A	1	$145.54 *
4	Rector seal KS1 Kickstart 3.5-5 ton Hard Start device	1	$61.38 *
5	McQuay Daikin 106163003 1/15HP 277V 1250RPM motor	1	$277.69 *
6	International Comfort Products 2120143 Blower Wheel 10X8X1/2	1	$97.47 *
7	Xylem-Bell & Gossett 185011LF Bearing Assembly, Less Gasket and Seal kit	1	$1,852.67 *
8	Packard TFH5520BXN Reciprocating Compressor 208/230 Volt 1 Phase 60 Hertz R-410	1	$481.56 *
9	GE AWCS08WWB Medium Room Window Air Conditioner , Remote Included, 115-Volt , 8000-BTU	1	
10	Armstrong 816322-041 Bronze Pump Impeller 3-3/8	1	$277.78 *
11	Trane MXZ-2D20NL Heat Pump Multi-Zone Outdoor Unit 20MBH R-454B	1	
12	Schneider AT33A000 Motor, Actuator, 24Vac, Three Wire Floating Signal, Non Spring Return without Time-Out	1	$88.71 *

*Pricing applies only if vendor has product

END OF ADDENDUM NO. 2

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

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement
procure@umw.edu

RFP UCPUMW 27-2160 Addendum No. 2 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: Southern Refrigeration Corporation

NAME OF OFFEROR REPRESENTATIVE: Mark Shepherd

OFFEROR SIGNATURE: 

DATE: August 10, 2026

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement

Tel: (540) 654-1127
Fax: (540) 654-1168
procure@umw.edu

QUOTATION

Order Number	
11713193	
Order Date	Page
07/17/2026 09:53:10	1 of 2

www.srcusa.com
Southern Refrigeration Corporation
3140 Shenandoah Ave.
Roanoke, VA 24017

Bill To:

UNIVERSITY OF MARY WASHINGTON
ACCTS PAYABLE
1301 COLLEGE AVE
FREDERICKSBURG , VA 22401
US

Ship To:

UNIVERSITY OF MARY WASHINGTON
1301 COLLEGE AVE
FREDERICKSBURG , VA 22401
US

Customer ID: 15630 Requested By:

PO Number	*Carrier*	*Taker*
RFP# UCPUMW 27-2160		MSHEPHERD

Quantities					*Item ID* *Item Description*	*Pricing UOM*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM*	*Disp.*				
1	0	1	EA		MOT19592 TRANE 277V 1PH .12HP 3SPD 1080RPM MTR	EA	599.33	599.33
1	0	1	EA		00318OT3E182T-S WEG 3HP 230/460V 3PH 1765RPM MOTOR	EA	521.10	521.10
1	0	1	EA		XTCE015B10A EATON 120V 15.5A 3POLE CONTACTOR	EA	145.54	145.54
1	0	1	EA		KS1 RECTORSEAL KICKSTART 3.5 - 5 TON Potential relay and start capacitor	EA	61.38	61.38
1	0	1	EA		106163003 DAIKIN MQUAY 1/15 HP 2770 1250RPM MOTOR	EA	277.69	277.69
1	0	1	EA		2120143 HEIL BLOWER WHEEL 10" X 8" 1/2 CCW	EA	97.47	97.47
1	0	1	EA		185011LF B&G BEARING ASSEMBLY LESS GASKET & SEAL	EA	1,852.67	1,852.67
1	0	1	EA		TFH5520BXN PACKARD TITAN 20200BTU R410A RECIP COMP	EA	481.56	481.56
1	0	1	EA		816322-041 ARMSTRONG BRONZE IMPELLER	EA	277.78	277.78
1	0	1	EA		AT33A000 SCHNEIDER ELECTRIC 24V MTR, ACTUATOR Three Wire Floating Signal, Non Spring Return without Time-Out	EA	88.71	88.71

****Quote Expiration**-** Prices from manufacturers can potentially change daily so we cannot guarantee pricing for all commodities. We can only secure prices for in stock items only.

southern refrigeration corporation

www.srcusa.com

Southern Refrigeration Corporation
3140 Shenandoah Ave.
Roanoke, VA 24017

QUOTATION

Order Number	
11713193	
Order Date	Page
07/17/2026 09:53:10	2 of 2

Quantities					Item ID / Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM	Disp.				

Total Lines: 10

SUB-TOTAL:	4,403.23
TAX:	0.00
AMOUNT DUE:	**4,403.23**

****Quote Expiration**-** Prices from manufacturers can potentially change daily so we cannot guarantee pricing for all commodities. We can only secure prices for in stock items only.

Southern Refrigeration Corporation

General Information

Elizabeth Griffin
(540) 342-3493
MSHEPHERD@SRCUSA.COM
www.srcusa.com

Physical Address
Roanoke, VA 24017

Mailing Address
3140 Shenandoah Ave NW
Roanoke, VA 24017

Picard
Y

Business Category
Wholesale Trade

SWaM Certification Type

Small Start Date	01-11-2025
SWaM Expiration Date	01-11-2030

NIGP Code and Description

03100	AIR CONDITIONING, HEATING AND VENTILATING EQUIPMENT, PARTS AND ACCESSORIES (SEE CLASS 740 ALSO)
03100	AIR CONDITIONING, HEATING, AND VENTILATING EQUIPMENT, PARTS AND ACCESSORIES (SEE CLASS 740 ALSO)
22500	COOLERS, DRINKING WATER (WATER FOUNTAINS)
28500	ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)
40500	FUEL, OIL, GREASE AND LUBRICANTS
65900	PIPE AND TUBING FITTINGS
67091	WATER HEATERS, COMMERCIAL
74000	REFRIGERATION EQUIPMENT AND ACCESSORIES
82000	STEAM AND HOT WATER BOILERS AND STEAM HEATING EQUIPMENT
99852	HEATING, AIR CONDITIONING, VENTILATING & REFRIGERATION EQUIPMENT, SALE OF SURPLUS AND OBSOLETE ITEMS
44500	HAND TOOLS (POWERED AND NON-POWERED), ACCESSORIES AND SUPPLIES
65800	PIPE, TUBING, AND ACCESSORIES (NOT FITTINGS)

Client#: 552046 32SOUTHREF1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sarah E. Vandegriff CIC, AAI, CPIA, ACSR
McGriff, a MMA LLC Company 10 Franklin Road SE Suite 100 Roanoke, VA 24011-2133 540 982-1600	PHONE (A/C, No, Ext): 540 982-1600 FAX (A/C, No): 888-746-8791 E-MAIL ADDRESS: svandegriff@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Casualty Company	28665
INSURER B : Security National Insurance Company	19879
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southern Refrigeration Corp.
Attn: Randall Walters
3140 Shenandoah Ave., NW
Roanoke, VA 24017-4938

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPP0507425	10/01/2025	10/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			EPP0507425	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP0507425	10/01/2025	10/01/2026	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	SNS1587555	10/01/2025	10/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

Southern Refrigeration Corp.
3140 Shenandoah Ave., NW
Roanoke, VA 24017-4938

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Sarah E Vandegriff

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SOUTHERN REFRIGERATION
REPSONSE TO QUESTIONS
8.21.2026
Section B

1. Southern Refrigeration Corporation is a HVAC/R Wholesaler that has been in business since 1947. We are a 100% Employee-owned small business. We have 11 locations though-out Virginia.

   3140 Shenandoah Ave. NW Roanoke, VA
   1085 Sycamore St. Ste 101, Bristol, VA
   1620 Wythe Rd. Lynchburg, VA
   1941 S. High St. Harrisonburg, VA
   329 Westover Rd. Danville, VA
   1175 S. Loudoun St. Winchester, VA
   9020-D Euclid Ave. Manassas, VA
   3235 N. Franklin St. Christiansburg, VA
   5265 Port Royal Rd. Springfield, VA
   2314-C Dabney Rd. Richmond, VA
   809 City Center Blvd. Newport News, VA

   We sell to all the Virginia Community Colleges and many Virginia Universities including Va. Tech, Christopher Newport University, Radford University, University of Virginia, James Madison University, George Mason University, Ferrum College, Liberty University, King University, Longwood University, Mary Baldwin University, Averett University, Shenandoah University, Virgina Commonwealth University, Roanoke College, Randolph College, Hampden Sydney College, Sweet Briar College, Bridgewater College, Patrick Henry College, Bluefield State College, Southern Virginia University, University of Richmond, VMI, and Washington & Lee University.
2. There will not be any restocking charges for in stock items. For special order items, the restocking charges are determined by the supplier but normally do not exceed 25% plus return shipping charges.
3. The Roanoke branch is the distribution center for all branches. Each branch has its own warehouse with many stocked products in the Roanoke location. We have 16,000+ SKUs held in inventory and items that can be sourced as needed from our suppliers. We can deliver on our trucks to branch locations or ship factory direct to customers for special ordered items.
4. On time delivery rate and backorder frequency: Our ERP system does not calculate this information. Currently we have over 16,000+ stocked items. In the case of backordered items, we notify the customer if a supplier has a backorder status for non-stocked items.
5. SRC can respond to emergency order needs. We respond promptly with quotes for in stock items and will notify UMW of lead times and pricing for non-stock items once quotes are received from the supplier. We are also able to expedite delivery based on stock, availability, and if expediting is offered by the supplier for non-stock items.

SOUTHERN REFRIGERATION
REPSONSE TO QUESTIONS
8.21.2026

We have an after-hours phone number for each branch and there is a charge of $75.00.

6. Items that are shown on Addendum 2 are sourced from suppliers that we have a standing relationship except for the GE window unit that is only sold to retailers, and the Trane unit. We do have similar items that we stock that can be substituted if needed.
7. We do not have contract defaults, debarments or suspensions.
8. References:
   a. VMI (Virginia Military Institute) Contact: Mary Sheets sheetsmw@vmi.edu approximately 25+ orders in the past year
   b. W&L (Washington & Lee University) Contact: Andy Hamilton ahamilton@wlu.edu approximately 100+ orders in the past year
   c. Carilion Roanoke Memorial Hospital Contact: Brad Florio wbflorio@carilionclinic.org approximately 75+ orders in the past year
9. We do accept credit cards.
10. Any other info: None
11. Exceptions: None