

**Standard Contract**

**UCPUMW 22-1291**

**Access Control System Integrator Services & Support**

This contract (hereinafter referred to as the "Contract"), effective April 6, 2022 (the "Effective Date") by Architectural Products of Virginia (hereinafter called the "Contractor" or "APV") and the Commonwealth of Virginia, University of Mary Washington (hereinafter referred to as the, "University" or "UMW").

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

**PERIOD OF CONTRACT:** April 6, 2022 through April 5, 2027; with up to five (5), one-year renewal options.

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

1. This signed Contract;
2. The Contractor's proposal dated November 18, 2021 including all attachments and subsequent clarifications;
3. Any addenda and the original solicitation, RFP 22-1391, dated October 20, 2021 to include:
  - a. The Statement of Needs
  - b. The General Terms and Conditions
  - c. The Special Terms and Conditions;

All of which are incorporated herein by reference and constitute the "contract documents." Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

**SCOPE OF SERVICES:** The Contractor shall provide integrator services and support for the AMAG Symmetry Access Control System (ACS) utilized on all University of Mary Washington (UMW) campuses, to include the following:

**A. Maintenance & Support**

1. Unlimited 24x7x365 toll-free telephone, email, or fax contact to support center, including holidays, for the duration of the contract.
2. If on-site technical assistance is required, the qualified and certified technician(s) must arrive on site using the following response:
  - P1: 4-hour response time (emergency)  
\*Emergency situations may vary. Final emergency response times will be discussed between UMW and APV prior to dispatching a technician.
  - P2: 8-hour response or next business day (non-emergency)
  - P3: Scheduled time-frame calls with EMS personnel
3. All necessary repairs or corrections must have a planned resolution by the beginning of the next business day following the initial notification.
4. Contractors coming on site to perform work must sign in and out with the Emergency Communications Center.
5. Contractor personnel performing services must be properly licensed or certified to perform any installation or work on hardware or software where certification or licensure is required by the manufacturer.
6. Upon completion of any service/maintenance call, the Contractor shall provide the agency with a

signed service report (hard copy or email) that included at a minimum:

- a general statement of the problem with action taken
  - materials or parts used
  - number of hours required to complete the repairs
  - the technicians' names performing the services
7. The Contractor must provide an adequate number of spare parts on site to minimize equipment failure down time. The Contractor shall work with UMW to determine an appropriate list of parts and create a spare parts inventory.
  8. As parts are used from the spare parts inventory, they will be replenished within reasonable period time determined by the contract administrator.
  9. Contractor must perform an end-to-end full line item inspection, including battery replacement, at the start of the contract and every 2 years after. Contractor must schedule first inspection of the system within the first 30 days of the contract start with the Contract Administrator.
  10. The Contractor shall service and maintain existing components, including readers, alarm controllers, sensors, etc. as identified in the component inventory list on Attachment I.
  11. The University will be responsible for replacement or repair of components resulting from UMW-caused damages, i.e., vandalism, accidental incidents.

**B. Warranties:**

1. The Contractor shall warrant, service and maintain any components provided by the Contractor including, but not limited to, doors, locks, readers, controllers, alarms, cameras, door accessories controlled or monitored by the system, sensors, etc.
  - a. APV provides a one-year warranty on labor with new installations. All other APV labor is billable.
2. The Contractor shall warrant all work for which materials are furnished, fabricated or field erected by the Contractor, all factory-assembled equipment for which no specified manufacturer's warranty is furnished, and all work in connection with installing manufacturer's warranted equipment at no cost to the University. This warranty shall apply to defects in materials and to defective workmanship of any kind, by the Contractor or sub-contractor.
3. In the event of failure of any work, equipment, or device during the life of the warranty, the Contractor shall repair or replace the equipment or defective work, at no cost to the University. The Contractor shall remove, replace or restore, at no cost to the University, any parts of the structure or building which may be damaged either as a direct result of the defective work, or in the course of the Contractor's replacement work or materials.
4. Contractor will be held responsible for any failures in design and installation that lead to additional costs and/or labor needed to get the system to normal functionality.

**C. System Expansion**

1. The University expects to continue expanding the ACS system to all buildings. The Contractor must be prepared to attend meetings concerning system expansion, special usage solutions, and provide design and cost documents as needed.
2. Expansion components must meet or exceed the quality and performance of existing components, and requires UMW approval prior to purchase/installation. It is desirable to keep to a minimum the number of multiple vendor products producing the same results. i.e., card readers. This minimizes the number of spares needed to be purchased and stored as well as minimizes

- troubleshooting procedures.
3. The Contractor shall keep UMW up-to-date on current and emerging technologies that are occurring in the access control industry, including any system upgrades to newer technologies.
  4. Installations in Progress and Planned:
    - a. Planned for 2022: Seacobeck Hall (Academic and Administrative Building)

#### **D. System Hardware/Software Upgrades**

1. Upgrade/Replace System Hardware: Recommend, purchase, install, and test all new system hardware. Recommend backup/recovery strategy, any necessary hardware and software. Provide a separate itemized list and costs of recommended hardware. UMW reserves the right to purchase the equivalent hardware itself rather than from the Contractor, in order to ensure the most cost-effective purchase.
2. Upgrade System Software: Recommend, purchase, install, configure, migrate data, test system with the latest version of the software as appropriate for the UMW environment.
3. List, in detail, recommended hardware and software upgrades and/or replacements included in Cost Proposal.
4. Future Upgrades: As new software versions are available and proven, the Contractor will upgrade the UMW system as part of the cost of Contract, at a mutually agreed upon schedule. UMW reserves the right to upgrade hardware in order to improve performance, keep hardware current, ensure tight security, and for other problems, as required.
5. Test System: It is desirable for the Contractor to provide a test system on an as needed basis. This will allow UMW to load test data and evaluate features prior to moving into production and to test interfaces. Please include an optional line item in the Cost Proposal.

#### **E. Training**

1. Hardware Training: Train appropriate technical personnel in the use of hardware. Provide training and documentation step-by-step instruction in operation, troubleshooting, backup and recovery procedures.
2. Software Training: Train appropriate technical and functional personnel in use of the software. Provide training, documentation and step-by-step instructions for each operational area, i.e. (but not limited to) Residence Life procedures (change building assignment, add additional areas of authorized entry, etc.), Campus Police (silence alarms, test for manually unlocked doors, etc.), facilities, ID Card Center (make new cards, replacement cards, lost cards, etc.).
3. System Level Training: Provide system configuration, data integration, data population, system monitoring, database schema, and other appropriate training to system level technical personnel as identified by UMW.
4. Report Writing: Provide pre-written reports as requested by UMW after award, at least 10 reports. Include the code, launching instructions, modification instructions, how to schedule reports.
5. Database Access: Provide training in searching the database, both for locating information at the field level and for extraction and reporting.
6. Follow-up Training: Contractor shall provide a one- or two-day training session as part of the cost of the contract for any system upgrades.
7. Vendor Trouble Reporting Training: Contractor shall provide detailed oral and written instructions for reporting problems to the Contractor Support Help Desk.
8. Contractor shall provide a list of all available trainings to UMW.

## F. Integration

1. The AMAG system must integrate with other systems. Integration must be as seamless and intelligent as possible. The integration processes should be internal to the system and not be run from external processes.
2. Interfaces with AMAG System:
  - a. Banner: Banner is the University's administrative system containing all student, faculty, and staff information as well as assignments affecting building access rights.
  - b. ID Management System: IDMS systems produces ID cards. Once the card is issued, the proximity number is available in Banner.
  - c. Banner Export: Custom process, utilizing Banner data and AMAG Data Base Link, creates files of appropriate Banner data (proximity number, name, reader group IDs, time codes, and Banner ID, Key Systems group). The file is transferred to the AMAG server hourly.
  - d. AMAG data import: SQL Server Enterprise Manager initiates a scheduled job to load records into staging table. The data import process updates cardholder information and grants or revokes access.
  - e. Reconciliation: Automated reconciliation between Banner and AMAG is performed daily utilizing AMAG DB Link.
  - f. Key Systems Keybox Integration: Integration for Key Systems is maintained by Key Systems as part of the warrantee agreement.
  - g. Persona: This system is being replaced.

\*APV will make every effort to maintain the integrations listed above; however, we cannot guarantee integrations with products supplied by other vendors.

## G. Troubleshooting & Responsiveness

1. The University, to ensure maximum system uptime, typically provides the first line of troubleshooting including verifying problems with the ID card, reader, controller, status of student, door lock, door closure, system settings, etc. prior to reporting a problem to Contractor support service.
  - a. Contractor must produce detailed documentation addressing how UMW may troubleshoot the application prior to contacting vendor support services, on-site and remotely.
2. Remote access to AMAG server via Web, VPN, or other method must be provided for specific technical and functional support personnel in order for them to monitor or check information in an efficient manner remotely.
3. Contractor shall provide a detailed account of responsiveness and escalation procedures; examples of resolution, when escalation occurs, how communication and updates to UMW are handled, and location of personnel who would provide on-site problem resolution.
4. It is expected that the Contractor will maintain a same day if possible level of readiness should UMW staff not be available to conduct basic troubleshooting.

## H. Contractor Qualifications: The Contractor must possess the following qualifications:

1. AMAG Integrator Experience: The AMAG Integrator must have at least three years' experience with the AMAG software (version 8 or higher) in an environment similar to UMW (higher education preferred), as evidenced by experience description included with proposal.
2. Database Platforms: The Integrator must have experience working with the ACS system in a SQL

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Server environment. The Integrator should include experience with other database management systems supporting the ACS software.

3. Expert Knowledge: The Contractor must have expert AMAG system knowledge in the design, configuration, usage, installation, re-purposing of components for new and modified future usage.
4. Higher Education Experience (Preferred): Contractor experience in a higher education environment is preferred. The Access Control System is a critical system to the institution 24/7/365. Timely response to reported problems in residence halls is also a critical issue. Contractor shall detail in the proposal evidence of experience in this area and procedures followed to ensure proper response and quick resolution of such problems.

**PERSONNEL PRICING:** The pricing schedule is as follows:

Personnel	Hourly (Regular/Normal)	Hourly (After Hours/ Weekends/ Emergencies)	Hourly (Holiday Hours)
<b>Certified Electronic Technician</b>	\$ 95.00	\$ 142.50	\$ 190.00
<b>Electronic Assistant Technician</b>	\$ 80.00	\$ 120.00	\$ 160.00
<b>Locksmith or Hardware Specialist</b>	\$ 85.00	\$ 127.50	\$ 170.00
<b>Automatic Door Technician</b>	\$ 95.00	\$ 142.50	\$ 190.00
<b>On-line Remote Technical Support</b>	\$ 95.00	\$ 142.50	\$ 190.00

1. All Services will be billed by the hour with a one (1) hour minimum.
2. Service call surcharges, travel charges and dispatch fees will not apply to the University of Mary Washington. If another public entity cooperatively uses this contract, they will work directly with APV to determine the service call surcharges as well as any travel charges or dispatch fees for their service area if applicable.
3. APV Observed Holidays:  
 New Year's Day (Actual and Observed)  
 Memorial Day  
 Independence Day (Actual and Observed)  
 Labor Day  
 Thanksgiving and the Friday After  
 Christmas Day (Actual and Observed)

**EQUIPMENT PRICING:**

Equipment	Price (estimated)
<b>AMAG 820 Proximity Reader</b>	\$ 230.00
<b>Aperio Locksets ML20134</b>	\$ 860.00
<b>Aperio Hubs AH-30</b>	\$ 250.00
<b>Corbin Russwin IN 120</b>	\$ 1,200.00
<b>Corbin Russwin IN 220</b>	\$ 1,300.00

1. Equipment pricing listed above are estimates and are subject to change due to supply chain issues.

**APV MANUFACTURER PRICING DISCOUNTS:** Percentage discounts from MSRP are listed for each manufacturer below:

Manufacturer	Item(s)	% Discount from MSRP
<b>Adams Rite</b>	All parts and accessories	56%
<b>AMAG Technologies</b>	Software/Control Boards/IP Locks/Readers	5%
<b>Avigilon</b>	All parts and accessories	20%

<b>Command Access</b>	All parts and accessories	45%
<b>Corbin Russwin</b>	Complete locks, closers, and exit devices	59%
<b>Corbin Russwin</b>	All parts and accessories	42%
<b>HES</b>	All parts and accessories	56%
<b>Key Systems, Inc.</b>	All parts and accessories	25%
<b>McKinney</b>	Commercial 5 Knuckle Hinges	60%
<b>McKinney</b>	Balance of items	42%
<b>Norton</b>	Auto Operators (Series 5700 and 6300)	50%
<b>Persona Campus</b>	All parts and accessories	35%
<b>RS2 Technologies</b>	Professional Services	10%
<b>RS2 Technologies</b>	Software/Control Boards/IP Locks/Readers	35%
<b>RS2 Technologies</b>	3 <sup>rd</sup> Party Products	25%
<b>Sargent</b>	Complete locks, closers, and exit devices	59%
<b>Sargent</b>	All parts and accessories	42%
<b>Securitron</b>	All parts and accessories	56%

1. Shipping charges are included in APV's discounted price schedule. No additional shipping fees will be charged.
2. Manufacturer surcharges are not predictable and change on short notice. APV will justify if a surcharge from the manufacturer applies on any quote that UMW receives.

<b>Other Pricing</b>	
<b>Credit Card Processing Fees</b>	3.5%

**CONTRACT ADMINISTRATION:** The Emergency Systems Integrator within the Emergency Management & Safety Department or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

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

**SPECIAL TERMS AND CONDITIONS:**

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

**ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement valued at over \$50,000, the University will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) and the University of Mary Washington's Procurement Services website for a minimum of 10 days.

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust

laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

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

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- 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.

**CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:

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- i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - iii. That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

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

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

**CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest

is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

**CONTROLLING VERSION:** The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

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

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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

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

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

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

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

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

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

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

**E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions

of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete [sexual harassment training provided by the Department of Human Resource Management](#), and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.  
The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

**FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1<sup>st</sup> through June 30<sup>th</sup>. Payment cannot be made for multiple fiscal years in advance of services.

**FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.

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

**INDEPENDENT CONTRACTOR RELATIONSHIP:** In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

**INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in

accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

**MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

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

**NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

**NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:  
Attn: Procurement Services  
1301 College Avenue  
Fredericksburg, VA 22401

If to the Contractor:  
Attn: Jeff Lancaster  
10223 Sycamore Drive  
Ashland, VA 23005

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

**OWNERSHIP OF MATERIALS:** Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

**PAYMENT:**

1. To Prime Contractor:
  - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
  - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
  - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).
2. To Subcontractors:
  - a. A contractor awarded a contract under this solicitation is hereby obligated:
    - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
  - a. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in

question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

**PREVENTATIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

**PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost not to exceed the Consumer Price Index for All Urban Consumers (CPI-U) expenditure category 'Services less energy services,' effective at the end of each contract period, for the preceding twelve (12) months. Price escalation may be permitted only at the beginning of each renewal term only when explicitly requested in writing by the Contractor. 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 30 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 30-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.

**PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

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

**PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

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

**RECYCLING POLICY:** It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

**RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for five (5) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

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

**SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

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

**STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. [http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html). Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

**TITLE IX:** Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

**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. A copy of this warranty should be furnished with the proposal.

**WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage,

including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

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

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

**METHOD OF PAYMENT:** The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

1. Small Purchase Charge Card (SPCC): Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu) or view [The Bank of America Value of Virtual Payables](#).
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 address and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices should be sent to [invoices@mail.umw.edu](mailto:invoices@mail.umw.edu).

University of Mary Washington  
Attention: Accounts Payable  
1301 College Avenue  
Fredericksburg, VA 22401

1301 College Avenue  
Fredericksburg, VA 22401-5300  
[adminfinance.umw.edu/procurement](http://adminfinance.umw.edu/procurement)

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

**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.

**CONTRACTOR**

**UNIVERSITY OF MARY WASHINGTON**

Signature: 

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

Printed Name: Susan Cox

Printed Name: Melva A. H. Kishpaugh

Title: President

Title: Director, Procurement Services

Date: 4/5/2022

Date: April 6, 2022

FEI/FIN#: 54-0918642

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