

INSTRUCTIONS

1. **Orders:** All FCG Using Departments must order services listed by issuing FCG Purchase Orders per FCG Procurement Procedures Manual. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 422-8351 or 8352.
2. The applicable contract number, vendor number, estimated total dollar amount (can be done as a “Not to exceed” estimated figure), contact person with phone number, and billing/delivery address must be shown on each purchase order for Finance & Contractor use.
3. Inspection on delivery and approval of contractor’s invoice is the responsibility of the receiving using department.
4. Any complaint as to quality of goods or services, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to FCG Procurement for handling with the Contractor. All complaints must be submitted in writing and can be forwarded to Procurement via fax or courier.
5. **Renewals:** As stated on the face of this notice three (3) additional 1-year renewals are on this contract. Renewal notification will be issued by the contract officer after verification of Chesterfields County renewal, with input requested from the using departments, approximately sixty days in advance of the expiration date of
6. the current term.

FAUQUIER COUNTY GOVERNMENT
a political subdivision of the Commonwealth of Virginia

Contract # 25-016-C-R

Riding UVA Contract (UVA VASCUUP 1984470) Acme Technical Group, LLC

This Agreement is made and entered into this 4 day of ~~September~~ ^{October} 2024, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and **Acme Technical Group, LLC** having its principal place of business at **11654 Plaza America Drive #719, Reston, VA, 20190** hereinafter referred to as "Contractor".

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

SCOPE OF SERVICES: The Contractor shall provide Door Hardware Products and Services/Installation.

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for the performance during the contract term "pricing as negotiated and attached".

CONTRACT PERIOD: Date of execution through April 23, 2025, with 3 one-year renewals, upon mutual agreement

The contract documents shall consist of **and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:**

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) RFP-JG031918 for Door Hardware Products and Services/Installation dated March 19, 2018, including any attachments; and
- (4) Agreement UVA1984470 Acme Technical Group, LLC, and all Attachments dated April 23, 2018, including all documents incorporated by reference and Modifications 1 and 2 dated-- respectively .

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Acme Technical Group, LLC

By: 

Title: Heath Scott, GM

Date: 4 Oct 2024

Fauquier County Government
a political subdivision of the Commonwealth
of Virginia

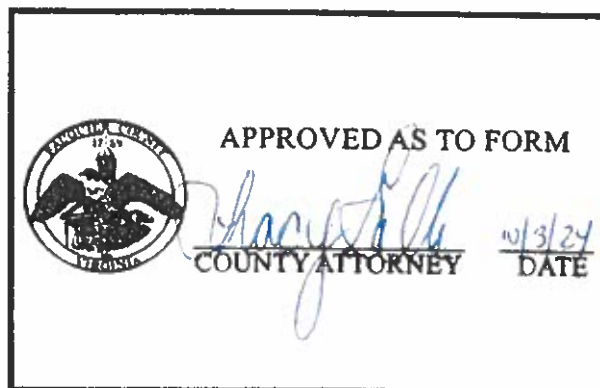
By: 

Kristen Hylton

Title: Procurement Manager

Date: 10.4.2024

Type text here



GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on 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.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the 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 Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (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 Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid 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 Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, 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 another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner 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, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. 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. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. 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, 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.
 - 2) 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.
 - 3) 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 section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one 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 Owner 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 Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
- 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing 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 Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) 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 Owner with all vouchers and records of expenses incurred and savings realized. The Owner 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 Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. 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 Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
- 36.. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **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 in accordance with this chapter, 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.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. USE OF CONTRACT BY OTHER PUBLIC BODIES: Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
- 54.. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



Request for Proposal

#JG031918

Skilled Trades Services

Issued by

The University of Virginia
Procurement and Supplier Diversity Services
Charlottesville, Virginia



A VASCUPP™ Member Institution
Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia

I. GENERAL INFORMATION

The University of Virginia (“University”) and its Facilities Management department are seeking to establish labor pricing agreements with multiple firms to provide Skilled Trades Services in electrical, mechanical, plumbing, carpentry, access controls, sprinkler systems, and specialty trades. The University is seeking firm(s) who provide services primarily and very limited additional products or parts cost.

The University will **not** be awarding to firms who provide professional services, painting, housekeeping, asbestos removal, landscaping, or other services recently covered by a University issued solicitation. These services are procured under separate solicitations with special conditions and work performance criteria included.

Firms meeting the requirements of this solicitation (“Selected Firms”) will be issued a Letter of Award and assigned a contract number for future reference. Any firm not a part of this original solicitation that meets the requirements as specified herein may be added at a future time at the sole discretion of the University. This RFP includes an annual open enrollment period that allows proposals to be considered after the first generation of awards are made.

The proposal due date is 3:00 PM EDT April 23, 2018 for this first generation of awards. The term of awards will be five (5) years effective upon execution of an Agreement, with the ability to renew on the same or similar terms and conditions, for five (5) additional years until April 23, 2028.

Firms must submit an electronic proposal that will be received by the University by the proposal deadline. Proposals must be submitted through the Contract Opportunity Portal found online at <http://www.procurement.virginia.edu/pagecontractopp> - Use code **JG031918**. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University. See RFP Attachment 1: Sample Screen Shots for Proposal Upload, for instructions on submitting proposal

In order to meet the requirements for an award, the firm must respond by completing the following documents with the requested information. Please note that forms should only be completed as a Microsoft or Adobe pdf fillable forms. Proposals submitted in any other format may delay award of an Agreement. Any questions should be **directed to the address listed below**.

Response requirements

- A. This RFP with the requested information provided to demonstrate that the firm can meet the requirements listed in the Scope of Goods and Services.

- B. Submission of a signed Master Services Agreement confirming agreement to all terms and conditions by checking all boxes and responses to each fillable field.
- C. Provides all required firm information, Section III.
- D. A copy of your Virginia Contractors License.

Note: Any exceptions taken or additions to the terms presented herein may cause the firm's response to be deemed non-responsive. No Letter of Award will be issued until a firm meets these response requirements.

Please note that the University makes no guaranteed minimum amount of purchase or future business with the issuance of a Letter of Award. University departments may, but are not required to, seek competition. University departments will request, and be provided by the Selected Firm(s), a detailed statement of work and price quotation prior to project. Selected Firms will then be provided with a University Purchase Order for each individual project.

REFER ALL QUESTIONS TO:

UNIVERSITY OF VIRGINIA
Department of Procurement and Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: John Gerding
Phone: 434-982-2563
Fax: 434-982-2690
Email: jeg5y@virginia.edu

NOTE 1: The University does not take responsibility for lost or misdirected email.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly

II. SCOPE OF SERVICES

The University seeks experienced firm(s) to provide a broad range of firms who provide services on the grounds of the University, primarily in the electrical, mechanical, plumbing, carpentry, access controls, sprinkler systems, and specialty trades. The University will not be awarding to firms who provide professional services, painting, housekeeping, asbestos removal, landscaping, and snow removal.

These services are procured under separate solicitations with special conditions and work performance criteria included. Firms do not need to possess experience in all categories to respond but should provide an overview of capabilities in the response. Firms can only provide services for contractors endorsements their firm possess.

Specific project requirements will be provided by the requesting department at the time services are needed.

III. FIRM INFORMATION

A. Brief history of the firm:

[Click here to enter text.](#)

B. Client Reference List

Provide at least one business reference.

1 Reference Name	Contact
Address	Phone #:
E-mail address	
Description and date(s) and services provided	

C. Experience

Provide Curriculum vitae, Resumes or capabilities statement for all personnel that may be assigned to the University. Include relevant experience or certifications:

[Click here to enter text.](#)

D. Small, Woman-Owned or Minority-Owned Status

Is your firm [SBSD Certified](#)? Yes No

If yes, which category: Small Business Minority-Owned Women-Owned

E. Provide any other information which the University should consider in evaluating the firm's proposal:

[Click here to enter text.](#)

Master Services Agreement

This Agreement, effective [Click here to enter a date.](#) is by and between the Rector and Visitors of the University of Virginia, (the “University”) and [Click here to enter text.](#) (“Selected Firm“).

TERM

The term of this Agreement will be for five (5) years effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions, for Five (5) additional one year periods until April 23, 2028. Unless otherwise determined by the University or Selected Firm, this Agreement will automatically renew without intervention between the University and Selected Firm. The University and Selected Firm reserve the right to negotiate price of goods and services on an annual basis.

WITNESS

By its Request for Proposal (RFP) JG031918 for Skilled Services dated March 20, 2018, the University requested proposals from firms to provide Skilled Services (the “Goods and Services”). The parties, having negotiated concerning the Goods and Services wish to express in this Agreement the basis on which the Selected Firm will provide the Goods and Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents

These documents are hereby incorporated into this Agreement:

- A. The RFP dated March 20, 2018; and
- B. Selected Firm’s proposal in response to RFP JG031918 and any other additional documents submitted by the Selected Firm.

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, prevail over all other Agreement documentation.

I. CONDITIONS OF AWARD

Please check each box below confirming agreement with the conditions of award. **Terms that contain a check box must be checked to confirm Agreement acceptance.**

1. Contractual Provisions

The Selected Firm agrees to the following terms and conditions: Alterations will NOT be accepted to Mandatory or Purchasing Terms and Conditions.

- The University’s Mandatory Contractual Provisions:**

<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>

- The University of Virginia Purchasing Terms & Conditions:**

<http://www.procurement.virginia.edu/page/terms>

- The University’s Preferred Contractual Provisions:**

<http://www.procurement.virginia.edu/main/publicpostings/rfp/preferredprovisions.pdf>

If a firm has any modifications to any of the Preferred Contractual Provisions you must submit a separate document with your proposal titled “**Firm Name - Contractual Provisions Addendum**” with the proposed contractual provision modifications listed/numbered to correspond with how the provisions are listed in the hyperlinks within this document. This document must be a Word document. The University reserves the right to accept, reject, or modify the proposed modifications. Please be advised that any requested modification to the contractual provisions could delay and/or impact an award to a firm. If the firm does not submit a separate addendum, then the proposal from the firm will automatically be deemed to include University Contractual Provisions.

- The Selected Firm acknowledges that it is aware of The University's Procedure for Resolution of Contractual Claims**

<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>

- The Selected Firm agrees to register as a vendor in the University’s Vendor Registration portal**

<https://www.procurement.virginia.edu/main/frms/VendorReg.php>

- The Selected Firm is registered or agrees to register with in the Commonwealth of Virginia’s electronic procurement system, eVA (Information on eVA can be found at: <http://www.eva.virginia.gov>) and agrees to maintain its registration for the term of this Agreement**

eVa Registration Number:	
---------------------------------	--

- The Selected Firm will provide a detailed statement of work prior to any project summarizing specific services, deliverables, delivery dates and cost. – Without additional terms or conditions requiring University signature. The University has a signatory authority policy that allows only specified individuals to sign contracts.**

- The Selected Firm will accept a University issued Purchase Order as the commitment to start a project and will not start work on the project until a Purchase Order is received.**

Invoicing

The Selected Firm will provide detailed invoices with hours worked and service rates to the requesting department and follow the invoice instructions on University Purchase Orders. The Selected Firm agrees to not invoice for more than the amount of services committed to by University Purchase Order and will not require a prepayment or deposit. Progress invoices are permissible if provided after completion of work and payable within agreed upon payment terms. .

Payment

The University's payment terms are Net 45 from receipt of invoice or services whichever is later. The University encourages Selected Firms to consider expedited pay terms for a discount. Multiple early payment discount terms are available. If applicable, please select an early payment discount term below.

- 2% 15 days / Net 30 days
- 1.5% 20 days / Net 30 days
- 1% 30 days / Net 45 days
- Net 20 days using E-Payables or Paymode – X*
- Other

* Requires registration with the University's banking provider, Bank of America for these electronic payment methods <http://www.procurement.virginia.edu/pagepaymentmethods>

Insurance

The Selected Firm agrees to maintain the following insurance from companies that hold at least an A- financial rating with A.M. Best Company. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University.

Commercial General Liability:

The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence and a \$2,000,000 aggregate with coverage for the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Premises/Operations | <input checked="" type="checkbox"/> Products/Completed Operations |
| <input checked="" type="checkbox"/> Contractual | <input checked="" type="checkbox"/> Independent Contractors |
| <input checked="" type="checkbox"/> Additional Insured* | <input checked="" type="checkbox"/> XCU Coverages |

*The University will be named as an Additional Insured using the following proper name: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

Automobile Insurance:

The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per accident with the following coverages for vehicles operated by their employees.

{X} Any Automobile {X} Owned and Non-Owned Automobiles

If any design or consulting services are to be provided--

The Selected Firm(s) and any Subcontractor providing professional services will maintain errors & omissions liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate providing professional errors and omissions coverage covering the services as set forth in this agreement.

Workers Compensation:

The Selected Firm and any Subcontractor will maintain Workers' Compensation insurance in accordance with the Virginia Workers' Compensation Act, and also maintain Employers Liability insurance with limits of not less than \$100,000.

***Additional Insured:**

The University will be named as an Additional Insured, and the proper name is:

"The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

Services

The following services will be provided by the Selected Firm:

[Click here to enter text.](#)

Fees

The following pricing / Fees will be charged for the Services. The fee structure includes rates charged for all personnel or service that may be provided to the University.

[Click here to enter text.](#)

The University prefers fully loaded rates inclusive of travel and expenses. If travel and expenses must be charge separately, these fees will not include a mark-up and must remain within the University's per diem rates

<http://www.procurement.virginia.edu/pageconusrates>

Acceptance

Selected Firm Name

This document will serve as the Master Services Agreement between your Firm and the University.

Representative Name:	Click here to enter text.
Title:	Click here to enter text.
Date:	Click here to enter a date.
<input type="checkbox"/> Electronic Signature: By typing the name of the firm's authorized representative/signatory into the field above the firm certifies that it is providing a binding "Electronic Signature" and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein. The Selected Firm will be issued an award letter if the University proceeds with issuance of an award. This Agreement is not valid without an award letter.	

Attachment 1



UVAFinance

Vice President for Finance's Request for Commitment

Greetings:

The University of Virginia is able to deliver excellent education, research, healthcare, and public service because the high value support from you and all our suppliers of goods and services. Thank you for sharing our commitment to excellence. As a University, we are committed to diversity within our students, our faculty and staff, and our vendors and contractors. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We currently have a substantial volume of activity with small firms; however, we are striving to increase the number of substantial, long-term business relationships with minority- and women-owned businesses. We need your help here.

I have two requests: First, I ask that you actively seek out opportunities to involve small, women- and minority-owned businesses as you deliver services to UVA. Our team in Procurement and Supplier Diversity Services will assist you in identifying qualified diverse business partners. Second, please report your success in this area through our quarterly subcontracting reports – this is critical in quantifying how well we are meeting our goals. The terms and conditions previously provided to your organization outlined this process.

This effort is important to the University. We truly appreciate your efforts to join us in this commitment and partnership towards excellence.

Sincerely,

A handwritten signature in black ink that reads "Melody Bianchetto".

Melody Bianchetto
Vice President for Finance

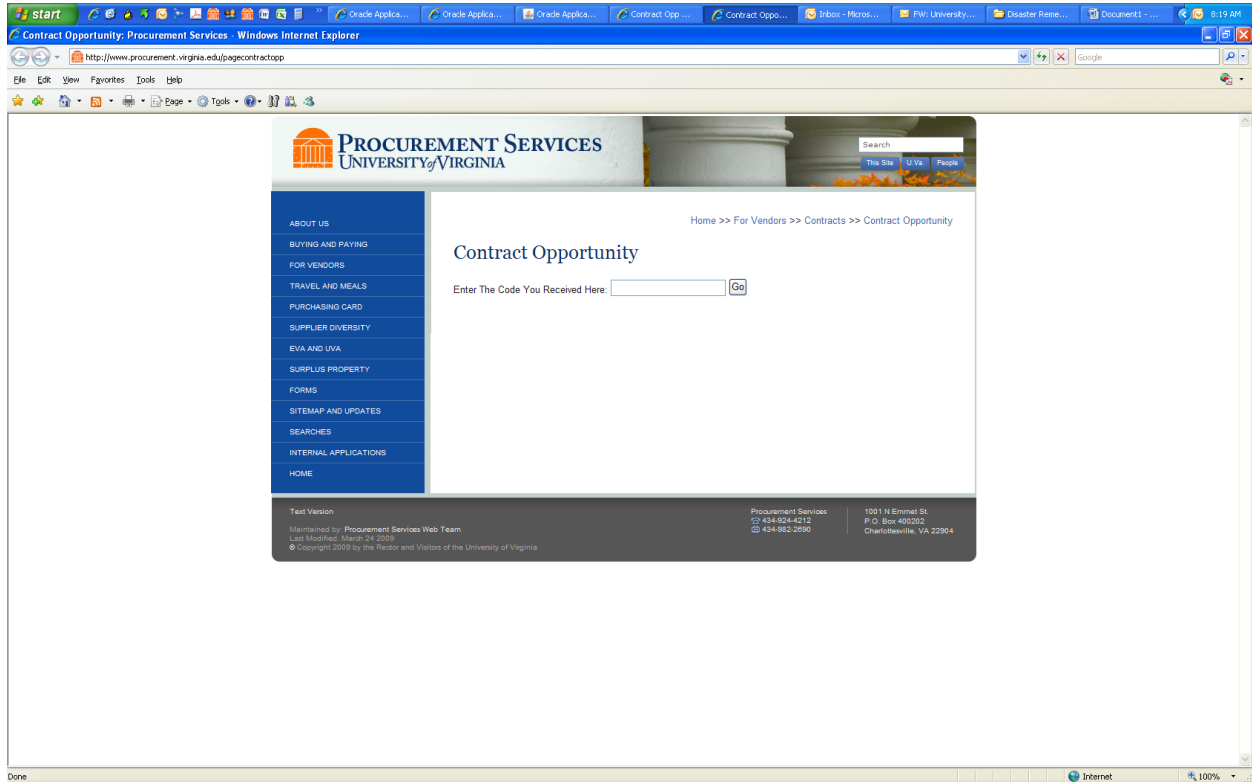
Attachment 2

Sample Screen Shots for Proposal Upload

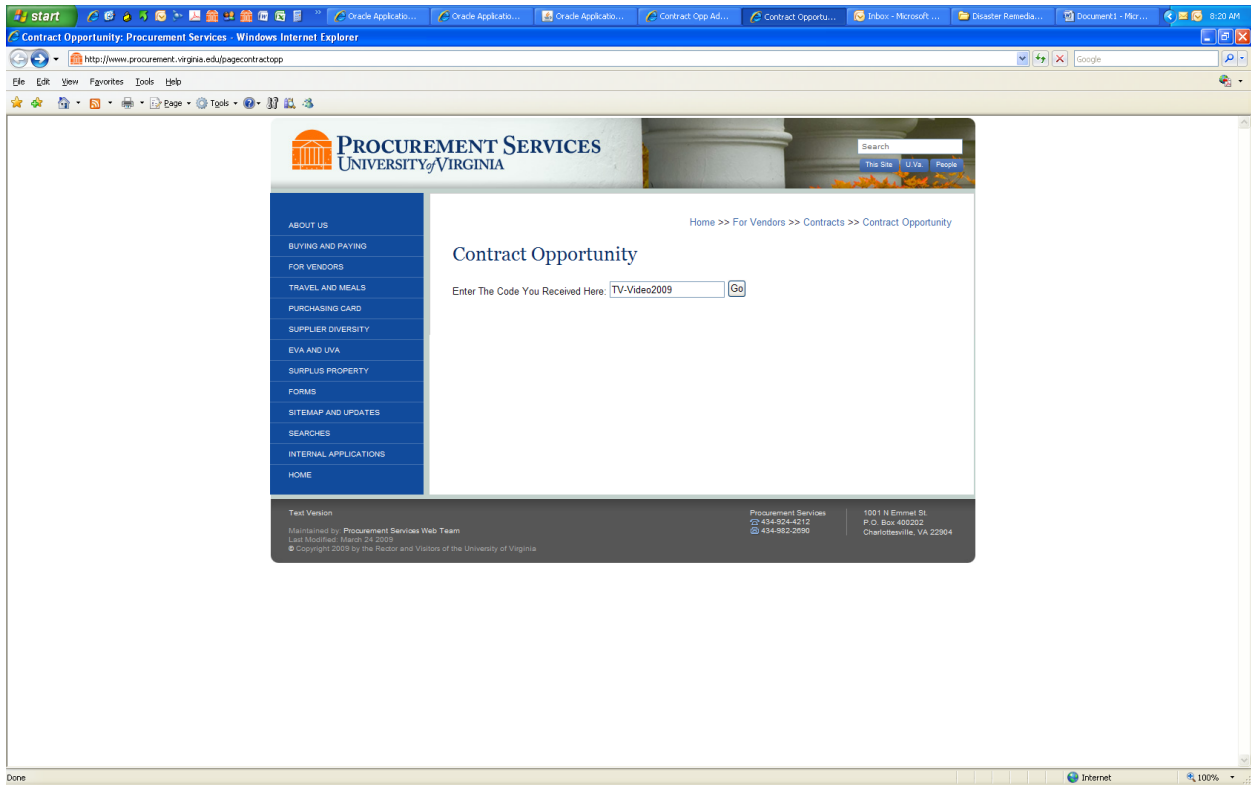
Sample Screen Shots of the for Contract Opportunity Portal

Accessing the Solicitation:

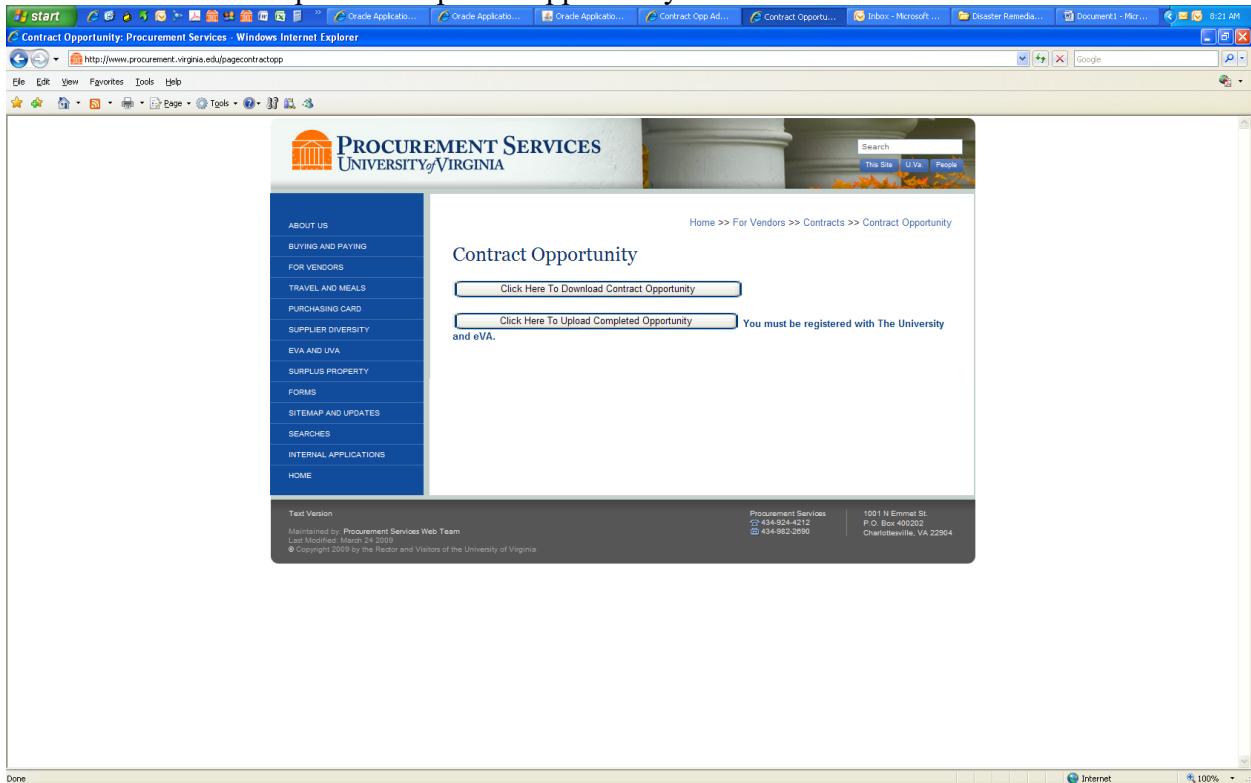
<http://www.procurement.virginia.edu/pagecontractopp>



User will be prompted to enter the code **“JG031918”**

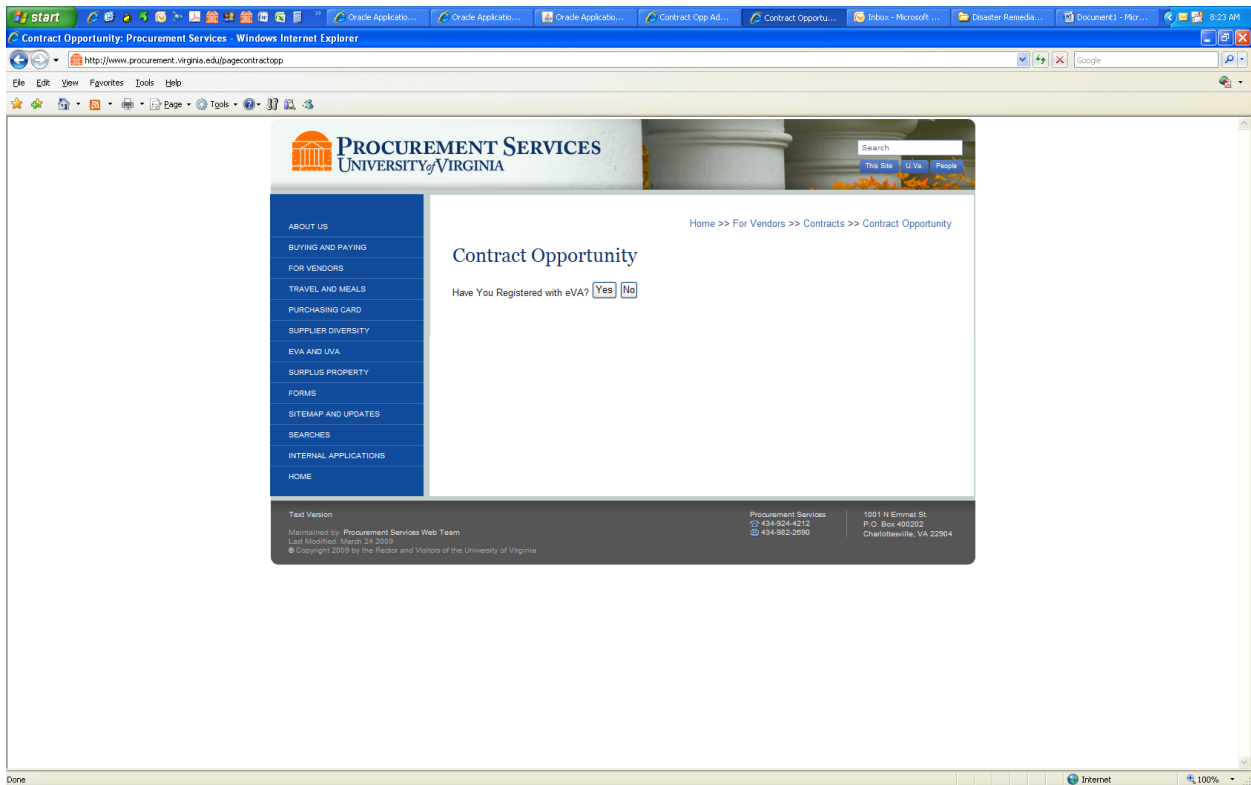
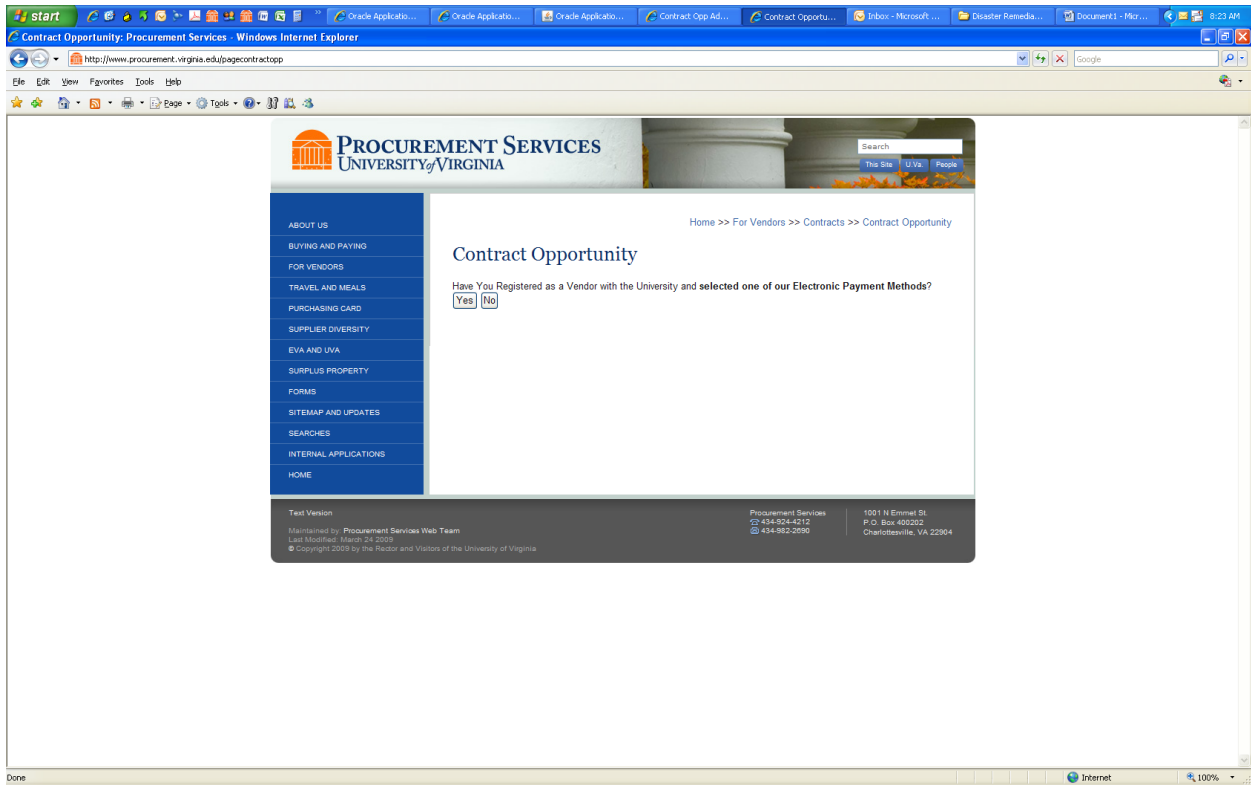


Select Click Here to Upload Completed Opportunity:

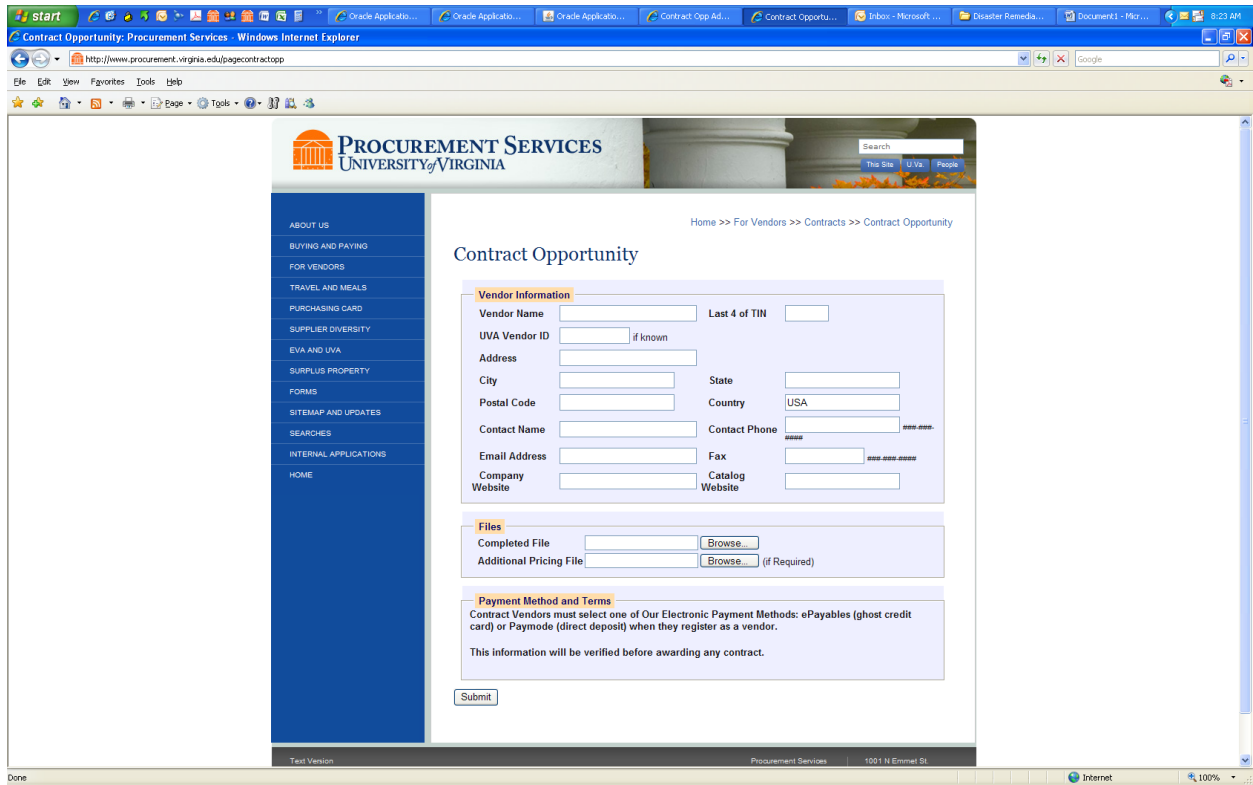


Uploading a Completed CO:

The screenshot shows a web browser window displaying the 'Contract Opportunity' page on the University of Virginia Procurement Services website. The browser's address bar shows the URL: <http://www.procurement.virginia.edu/pagecontractopp>. The page features a blue navigation menu on the left with the following items: ABOUT US, BUYING AND PAYING, FOR VENDORS, TRAVEL AND MEALS, PURCHASING CARD, SUPPLIER DIVERSITY, EVA AND UVA, SURPLUS PROPERTY, FORMS, SITEMAP AND UPDATES, SEARCHES, INTERNAL APPLICATIONS, and HOME. The main content area is titled 'Contract Opportunity' and includes a breadcrumb trail: Home >> For Vendors >> Contracts >> Contract Opportunity. Below the title, there are two buttons: 'Click Here To Download Contract Opportunity' and 'Click Here To Upload Completed Opportunity'. A note next to the second button states: 'You must be registered with The University and eVA.' The footer contains contact information for Procurement Services, including phone numbers (434-924-4212 and 434-982-7050) and an address (1001 N Emmet St., P.O. Box 402002, Charlottesville, VA 22904). The browser's status bar at the bottom indicates 'Internet' and '100%' zoom.



Complete the Vendor Information for the Customer Service Contact for the University (this information will be used to generate your Contract Summary page).



Clicking the 'Submit' button completes the response process for a Contract Opportunity.



TO : John Gerding – Commodity Manager , Facilities MRO
FROM : Jesse Boyer - Sales Manager
DATE : April 9 , 2024
RE : VASCUPP Contract # UVA 1984470 - Price Adjustment Request

John,

My name is Jesse Boyer, I am the new Sales Manager for Acme Technical Group, LLC. (A-Tech).

As Joe discussed with you, we would like to negotiate the 2024 renewal of our **VASCUPP Contract # UVA1984470** , we are requesting a rate adjustment to our Labor .

PLEASE NOTE :

1. Requested Rate Increase, as per the contract , is based on the Employment Cost Index South Region , Washington-Baltimore-Arlington , DC-MD-VA-WV-PA Table 13 <https://www.bls.gov/news.release/eci.t13.htm>
2. Current VASCUPP Rate = \$ 110.00 per hour
3. ECI Wages & Salaries - December 2023 = 4.9%
4. \$ 110.00 X 4.9% = \$ 115.39

5. We propose to round down , to the Nearest Whole Dollar Amount **New Rate of \$ 115.00 per hour .**

6. See the attached Please review the New Rate Sheet .

7. Page 12 of our Existing Contract Our “Services” will remain the same .

8. Page 13 of our Existing Contract **Our “Fees” for our “Services” will increase .**
 - 4.1 See SERVICES Standard Rates - for Services performed during Normal Working Hours **These adjusted fees will increase** from \$110.00 , **to \$115.00 per hour , per person .**

 - 4.2 See SERVICES Non-Standard Rates - for Services performed during Nights and Weekends **These adjusted fees will increase** from \$165.00 , **to \$170.00 per hour , per person .**

 - 4.3 See SERVICES Non-Standard Rates - for Services performed during designated Holidays **These adjusted fees will increase** from \$220.00 , **to \$ 230.00 per hour , per person .**

9. Page 13 of our Existing Contract Our Rate for “GOODS” will remain the same .

10. We will continue Our Pledge of an “Open Book Policy” .

11. We will continue to provide a “ONE (1) YEAR ON-SITE WARRANTY” .

12. As we go forward , we understand that prices can only be adjusted once per year , and will be based on the Bureau of Labor Statistics Employment Cost Index (ECI) We accept the proposed wording of **“Pricing may be adjusted once per year (whether up or down) and will not exceed the United States Department of Labor, Bureau of Labor Statistics Employment Cost Index (ECI) for total Compensation and Wages and Salaries (not seasonally adjusted, current dollar) for private industry workers for the South Region, Washington-Baltimore-Arlington, DC-MD-VA-WV-PA Consolidated Statistical Area (CSA), for the preceding twelve months for which statistics are available. It will be the responsibility of Pincelli to demonstrate and document any pricing adjustment request to the University. All pricing adjustments require 30-day notice and prior approval of the University. Any approved pricing adjustment will be deemed included as part of this Agreement.”**

13. We anticipate No Additional Adjustments to words and/or sentences , on the remaining pages of our existing Contract # UVA 1984470 .

Jesse Boyer

Name

Sales Manager

Title

Jesse T Boyer

Signature

April , 9th 2024

Date



Request for Proposal

NIGP CODE: 91003, 91004, 91006, 91022, 91036, 91082

Skilled Trades Services

Issued by

The University of Virginia
Procurement and Supplier Diversity Services
Charlottesville, Virginia



A VASCUPP™ Member Institution

Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia

I. GENERAL INFORMATION

The University of Virginia (“University”) and its Facilities Management department are seeking to establish labor pricing agreements with multiple firms to provide Skilled Trades Services in electrical, mechanical, plumbing, carpentry, access controls, sprinkler systems, and specialty trades. The University is seeking firm(s) who provide services primarily and very limited additional products or parts cost.

The University will **not** be awarding to firms who provide professional services, painting, housekeeping, asbestos removal, landscaping, or other services recently covered by a University issued solicitation. These services are procured under separate solicitations with special conditions and work performance criteria included.

Firms meeting the requirements of this solicitation (“Selected Firms”) will be issued a Letter of Award and assigned a contract number for future reference. Any firm not a part of this original solicitation that meets the requirements as specified herein may be added at a future time at the sole discretion of the University. This RFP includes an annual open enrollment period that allows proposals to be considered after the first generation of awards are made. **The proposal due date is April 23, 2018** for this first generation of awards. The term of awards will be five (5) years effective upon execution of an Agreement, with the ability to renew on the same or similar terms and conditions, for five (5) additional years until April 23, 2028.

In order to meet the requirements for an award, the firm must respond by completing the following documents with the requested information. Please note that forms should only be completed as a Microsoft or Adobe pdf fillable forms. Proposals submitted in any other format may delay award of an Agreement. Any questions should be **directed to the address listed below**.

Response requirements

- A. This RFP with the requested information provided to demonstrate that the firm can meet the requirements listed in the Scope of Goods and Services.
- B. Submission of a signed Master Services Agreement confirming agreement to all terms and conditions by checking all boxes and responses to each fillable field.
- C. Provides all required firm information in Attachment X, Firm Information.
- D. A Copy of your Virginia Contractors License.

Note: Any exceptions taken or additions to the terms presented herein may cause the firm’s response to be deemed non-responsive. No Letter of Award will be issued until a firm meets these response requirements.

Please note that the University makes no guaranteed minimum amount of purchase or future business with the issuance of a Letter of Award. University departments may, but are not required to, seek competition. University departments will request, and be provided by the Selected Firm(s), a detailed statement of work and price quotation prior to project. Selected Firms will then be provided with a University Purchase Order for each individual project.

REFER ALL QUESTIONS TO:

UNIVERSITY OF VIRGINIA
Department of Procurement and Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: John Gerding
Phone: 434-982-2563
Fax: 434-982-2690
Email: jeg5y@virginia.edu

NOTE 1: The University does not take responsibility for lost or misdirected email.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly

II. SCOPE OF SERVICES

The University seeks experienced firm(s) to provide a broad range of firms who provide services on the grounds of the University, primarily in the electrical, mechanical, plumbing, carpentry, access controls, sprinkler systems, and specialty trades. The University will not be awarding to firms who provide professional services, painting, housekeeping, asbestos removal, landscaping, and snow removal. These services are procured under separate solicitations with special conditions and work performance criteria included. Firms do not need to possess experience in all categories to respond but should provide an overview of capabilities in the response. Firms can only provide services for contractors endorsements their firm possess.

Specific project requirements will be provided by the requesting department at the time services are needed.

III. FIRM INFORMATION

A. Brief history of the firm:



Established in 2003 , Acme Technical Group LLC , (A-Tech) , is a Local , UL Certified Installation Company . A-Tech is also a Certified Small Business , that is Veteran Owned and Operated , and specializes in the design , installation and servicing of Integrated Electronic Security Systems - i.e. Card Access Control Systems , Video Surveillance Systems and Intrusion Detection Systems.

A-Tech is NOT a manufacturer of security products . A-Tech uses commercially available Off-The-Shelf products , and assembles them into a working integrated electronic security system .

A-Tech has Sixteen (16) Technicians who are trained and certified on systems from various manufacturers . These technicians provide installation services for new systems and maintenance services for existing systems , in the Charlottesville Area , Richmond Area , Tidewater Area and the Northern Virginia Area .

PLEASE NOTE - A-Tech has extensive experience with the installation and maintenance of the Cbord Access Control System , which is the system of choice , at the University of Virginia .

B. Client Reference List

Provide at least one business reference.

<p>1 Reference Name</p> <p>Virginia Commonwealth University</p>	<p>Contact</p> <p>Patti Murdock</p> <p>Assistant Director , Technology Support Services Manager , Campus Card Services</p>
<p>Address</p> <p>VCU Technology Support Services</p> <p>Technology Administration Building</p> <p>701 West Broad Street</p> <p>Richmond , Virginia 23284-3069</p>	<p>Phone #:</p> <p>804 – 827 - 1660</p>
<p>E-mail address</p> <p>PJMurdock@vcu.edu</p>	
<p>Description and date(s) and services provided</p> <p>In April 2014 , A-Tech was selected as VCU’s Security Systems Integrator , as VCU transitioned from their existing Card Reader System , to the Cbord System . Since 2014, A-Tech has converted over 150 Buildings and Res Halls , with over 2,700 Card Readers . A-Tech has also installed Cbord in numerous New Building Construction Projects , on the campus of VCU .</p> <p>Today , A-Tech continues to be the Integrator of Choice at VCU , and has built a Team of Five (5) Full Time Technicians , that install and provide around-the-clock service , for the Cbord System .</p>	

C. Experience

Provide Curriculum vitae, Resumes or capabilities statement for all personnel that may be assigned to the University. Include relevant experience or certifications:

John Bodolay Owner and Operations Manager John has been in the Security Industry for over 30 Years , working for various Security Integrators . For the past 15 Years , John has been one of the owners of A-Tech , and also has the additional responsibility of Operations Manager .

Jerry Moneymaker Charlottesville Project Manager Jerry has been providing service to UVA for the past 15 years , with three (3) different companies - Lead Tech in Fire Alarm Installation with Design Electric , Installation of HVAC Controls with Johnson Controls , and Project Manager with A-Tech , for the installation and service of Access Control , Video , Intercom , and Intrusion Detection Systems . Jerry has extensive knowledge of UVA Control Systems , the Facility , their Personnel and their Safety Protocol .

Joe Borcharding Owner and Sales Manager Joe has been in the Security Industry for over 40 Years , working for various Security Manufacturers and Integrators . For the past 10 Years , Joe has been one of the owners of A-Tech , and also has the added responsibility of Sales Manager .

Dale Mullins Charlottesville Sales Account Manager Dale has over 32 Years experience in the Security Industry , (with the last 18 of those years performing duties and services at UVA) - 14 Years with a Locksmith and Electronic Security Company , 6 Years as a direct UVA Employee in the Lockshop and HSPP , and the last 12 Years with A-Tech , managing the UVA Account . Dale has extensive knowledge of the UVA Campus , the UVA Electronic Security Systems , and the Fire Life Safety Codes that govern the installation of those Electronic Security Systems .

D. Small, Woman-Owned or Minority-Owned Status

Is your firm [SBSD Certified](#)? Yes No

If yes, which category: Small Business Minority-Owned Women-Owned

E. Provide any other information which the University should consider in evaluating the firm's proposal:

1. A-Tech has a local presence , with Five (5) People that live and work in the Charlottesville Area . If necessary , due to specific projects , the Local Staff can be augmented , by pulling Technicians assigned to the Richmond Area , or the Northern Virginia Area .

2. All A-Tech Personnel have been vetted , and have passed a background check performed by the Commonwealth of Virginia , before they are issued a License to perform Security Services .

3. All A-Tech Personnel have been trained and certified in Adult First Aid , CPR , and AED , by the American Red Cross .

Master Services Agreement

This Agreement, effective April 23, 2018, is by and between the Rector and Visitors of the University of Virginia, (the “University”) and Acme Technical Group, LLC located at 34 Cardinal Drive , Fredericksburg , Virginia 22406 . (“Selected Firm”).

TERM

The term of this Agreement will be for five (5) years effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions, for Five (5) additional one year periods until April 23, 2028. Unless otherwise determined by the University or Selected Firm, this Agreement will automatically renew without intervention between the University and Selected Firm. The University and Selected Firm reserve the right to negotiate price of goods and services on an annual basis.

WITNESS

By its Request for Proposal (RFP) JG031918 for Skilled Services dated March 19, 2018, the University requested proposals from firms to provide Skilled Services (the “Goods and Services”). The parties, having negotiated concerning the Goods and Services wish to express in this Agreement the basis on which the Selected Firm will provide the Goods and Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents

These documents are hereby incorporated into this Agreement:

- A. The RFP dated March 19, 2018; and
- B. Selected Firm’s proposal in response to RFP JG031918 and any other additional documents submitted by the Selected Firm.

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, prevail over all other Agreement documentation.

I. CONDITIONS OF AWARD

Please check each box below confirming agreement with the conditions of award. **Terms that contain a check box must be checked to confirm Agreement acceptance.**

1. Contractual Provisions

The Selected Firm agrees to the following terms and conditions: Alterations will NOT be accepted to Mandatory or Purchasing Terms and Conditions.

The University’s Mandatory Contractual Provisions:

<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>

The University of Virginia Purchasing Terms & Conditions:

<http://www.procurement.virginia.edu/page/terms>

The University’s Preferred Contractual Provisions:

<http://www.procurement.virginia.edu/main/publicpostings/rfp/preferredprovisions.pdf>

If a firm has any modifications to any of the Preferred Contractual Provisions you must submit a separate document with your proposal titled “**Firm Name - Contractual Provisions Addendum**” with the proposed contractual provision modifications listed/numbered to correspond with how the provisions are listed in the hyperlinks within this document. This document must be a Word document. The University reserves the right to accept, reject, or modify the proposed modifications. Please be advised that any requested modification to the contractual provisions could delay and/or impact an award to a firm. If the firm does not submit a separate addendum, then the proposal from the firm will automatically be deemed to include University Contractual Provisions.

The Selected Firm acknowledges that it is aware of The University's Procedure for Resolution of Contractual Claims

<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>

The Selected Firm agrees to register as a vendor in the University’s Vendor

Registration portal <https://www.procurement.virginia.edu/main/frms/VendorReg.php>

The Selected Firm is registered or agrees to register with in the Commonwealth of Virginia’s electronic procurement system, eVA (Information on eVA can be found at: <http://www.eva.virginia.gov>) and agrees to maintain its registration for the term of this Agreement

eVa Registration Number:	HQ Account Code = EPV47708 Vendor/Customer = E56741
---------------------------------	--

The Selected Firm will provide a detailed statement of work prior to any project summarizing specific services, deliverables, delivery dates and cost. – Without additional terms or conditions requiring University signature. The University has a signatory authority policy that allows only specified individuals to sign contracts.

The Selected Firm will accept a University issued Purchase Order as the commitment to start a project and will not start work on the project until a Purchase Order is received.

Invoicing

The Selected Firm will provide detailed invoices with hours worked and service rates to the requesting department and follow the invoice instructions on University Purchase Orders. The Selected Firm agrees to not invoice for more than the amount of services committed to by University Purchase Order and will not require a prepayment or deposit. Progress invoices are permissible if provided after completion of work and payable within agreed upon payment terms.

Payment

The University's payment terms are Net 45 from receipt of invoice or services whichever is later. The University encourages Selected Firms to consider expedited pay terms for a discount. Multiple early payment discount terms are available. If applicable, please select an early payment discount term below.

2% 15 days / Net 30 days

1.5% 20 days / Net 30 days

1% 30 days / Net 45 days

Net 20 days using E-Payables or Paymode – X*

Other - We agree to , and accept , Payment Terms of Net 45

* Requires registration with the University's banking provider, Bank of America for these electronic payment methods <http://www.procurement.virginia.edu/pagepaymentmethods>

Insurance

The Selected Firm agrees to maintain the following insurance from companies that hold at least an A- financial rating with A.M. Best Company. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University.

Commercial General Liability:

The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence and a \$2,000,000 aggregate with coverage for the following:

{X} Premises/Operations {X} Products/Completed Operations
{X} Contractual {X} Independent Contractors
{X} Additional Insured* {X} XCU Coverages

*The University will be named as an Additional Insured using the following proper name: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

Automobile Insurance:

The Selected Firm(s) and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per accident with the following coverages for vehicles operated by their employees.

{X} Any Automobile {X} Owned and Non-Owned Automobiles

If any design or consulting services are to be provided--

The Selected Firm(s) and any Subcontractor providing professional services will maintain errors & omissions liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate providing professional errors and omissions coverage covering the services as set forth in this agreement.

Workers Compensation:

The Selected Firm and any Subcontractor will maintain Workers' Compensation insurance in accordance with the Virginia Workers' Compensation Act, and also maintain Employers Liability insurance with limits of not less than \$100,000.

*Additional Insured:

The University will be named as an Additional Insured, and the proper name is:

"The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

Services

The following services will be provided by the Selected Firm:

SERVICES Design , Installation and Maintenance of Access Control Systems , Video Surveillance Systems , Intercom Systems , Intrusion Detection Systems and Private Security Network Systems .

GOODS Ancillary materials that are a necessary and normal part of an installation .

1. **Access Control Systems** may include Computers , Software , Storage Devices , Doors , Electronic Locking Devices and any other components that are a necessary and normal part of an Access Control System Installation .
2. **Video Surveillance Systems** may include Computers , Software , Storage Devices , Cameras , Mounts , Lens and any other components that are a necessary and normal part of a Video Surveillance System .
3. **Intercom Systems** may include Computers , Software , Storage Devices , Master Units , SubMaster Units , Door Units , Gate Units and any other components that are a necessary and normal part of an Intercom System .
4. **Intrusion Detection Systems** may include Computers , Software , Storage Devices , Alarm Panels , Detection Devices and any other components that are a necessary and normal part of an Intrusion Detection System .
5. **Private Security Network Systems** may include Computers , Software , Storage Devices , Switches , Routers , Bridges , Fiber , Cable and any other components that are a necessary and normal part of a Private Security Network System .

Fees

The following pricing / Fees will be charged for the Services. The fee structure includes rates charged for all personnel or service that may be provided to the University.

SERVICES Standard Rates for Installation and Maintenance will be \$100.00 per hour , per person , for Services performed during Normal Working Hours .

SERVICES Non- Standard Rates for Installation and Maintenance will be \$150.00 per hour , per person , for Services performed during Nights and Weekends .

SERVICES Non-Standard Rates for Installation and Maintenance will be \$200.00 per hour , per person , for Services performed during designated Holidays .

GOODS Goods that are a necessary and normal part of a System Installation, will utilize the A-Tech List Price minus 5% or greater.

An “Open Book Policy” will be utilized A-Tech will show our cost , and how we arrive at the final sell price .

A ONE (1) YEAR ON-SITE WARRANTY will be given on all Goods provided by A-Tech .

The University prefers fully loaded rates inclusive of travel and expenses. If travel and expenses must be charge separately, these fees will not include a mark-up and must remain within the University’s per diem rates <http://www.procurement.virginia.edu/pageconusrates>

Acceptance

Acme Technical Group , LLC

This document will serve as the Master Services Agreement between your Firm and the University.

Representative Name:	Joseph C. Borcharding
Title:	Sales Manager
Date:	April 23 , 2018
<p>X <input type="checkbox"/> Electronic Signature: By typing the name of the firm's authorized representative/signatory into the field above the firm certifies that it is providing a binding "Electronic Signature" and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein. The Selected Firm will be issued an award letter if the University proceeds with issuance of an award. This Agreement is not valid without an award letter.</p>	

Vice President for Finance's Request for Commitment

Greetings:

The University of Virginia is able to deliver excellent education, research, healthcare, and public service because the high value support from you and all our suppliers of goods and services. Thank you for sharing our commitment to excellence. As a University, we are committed to diversity within our students, our faculty and staff, and our vendors and contractors. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We currently have a substantial volume of activity with small firms; however, we are striving to increase the number of substantial, long-term business relationships with minority- and women-owned businesses. We need your help here.

I have two requests: First, I ask that you actively seek out opportunities to involve small, women- and minority-owned businesses as you deliver services to UVA. Our team in Procurement and Supplier Diversity Services will assist you in identifying qualified diverse business partners. Second, please report your success in this area through our quarterly subcontracting reports – this is critical in quantifying how well we are meeting our goals. The terms and conditions previously provided to your organization outlined this process.

This effort is important to the University. We truly appreciate your efforts to join us in this commitment and partnership towards excellence.

Sincerely,



Melody Bianchetto
Vice President for Finance

Preferred Contractual Provisions

A. Goods and Services

During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Contract Administrator

The University will identify a Contract Administrator for any Agreement which results from this solicitation. The individual will be the point of contact at the University for day-to-day operations, but cannot approve amendments to the Agreement or price changes.

C. Waiver

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

D. Indemnification

The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

E. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

F. Termination

If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

G. Non-Appropriation

Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.

H. Right of Audit

The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm perform self-audits within reasonable parameters established by the University.

I. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

J. Cooperative Purchasing / Use of Agreement by Third Parties

It is the intent of this solicitation and any resulting Agreement 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 institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm may modify the terms and conditions of the Agreement 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 Selected Firm.

The Selected Firm will notify the University in writing of any such entities accessing the Agreement. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. 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 Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

K. Favored Nations

The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

L. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

M. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available on Procurement and Supplier Diversity Services web site at:

<http://www.virginia.edu/procurement/about/PurchasingManual.html>

N. Small, Women-owned and Minority-owned (SWAM) Business Reporting

The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

Lorie Strother
SWAM Contract Administrator
Procurement and Supplier Diversity Services
E-mail: ljs8n@virginia.edu

The quarterly SWAM business reports will contain this information:

- SWAM firm's name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University's account.

The Selected Firm's failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm's failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 4.M. of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

O. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this solicitation and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. The Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the

University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

P. Electronic Procurement Clause

The Selected Firm agrees to provide and maintain an electronic catalog in the University's Electronic Marketplace (the "Marketplace"). Catalogs can be hosted in the Marketplace or a punchout from the Marketplace to the Selected Firm's website. The University requires the following from its catalog vendors.

Hosted Catalog Firms will:

- Periodically update items, descriptions and pricing. Not to exceed four times per year.
- Use SciQuest functionality to identify product classifications such as hazardous materials, radioactive, controlled substances, etc.
- Address pricing discrepancies within one business day.
- Invoice all items at catalog prices until a new price file is submitted and approved by the University.
- Not increase prices more than once per year and will allow 30 days to review any price changes prior to changing invoiced prices.

Punchout Catalog Firms will:

- Notify the University's Contract Administrator of pricing and product changes prior to making a change.
- Clearly notate shipping terms, return policy and cancellation policy in the punchout catalog.
- Provide training or help details in the punchout catalog.
- Allow customization of the punchout catalog with the University's marks, logos and/or necessary language.
- Agree that to the extent the terms and conditions of this Agreement are in conflict with those in the punchout catalog, this Agreement will take precedence.
- Provide an error message as connectivity interruptions arise.

- Have a privacy policy that complies or is similar to the Platform for Privacy Preferences Project (P3P) standards.

The Selected Firm will:

- Ensure that the Catalog data is maintained, updated and accurate.
- Invoice at catalog prices or lower and accept payment of catalog price if there is a discrepancy.
- Negotiate freight terms for Marketplace purchases.
- Agree to develop and maintain a delivery performance standard and provide annual reports on such performance
- Register in eVA and maintain its registered status for the term of this Agreement. Additionally, maintain the necessary number of eVA sites for orders to be placed from the Marketplace.
- If necessary will maintain and update accurate Ship to addresses in its system.
- Provide reports as required by the University update and maintain its catalog in the system. Such reports may include sales by item, price and quantity sold per time, percentage increase in sales, average lead time, percentage of on-time deliveries and delivery errors.
- Support a manual process for change orders.
- Encourage University user to utilize the UVa Marketplace for placing orders.

The University reserves the right to remove the Selected Firm's catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at anytime during the term of this Agreement.

Q. Payment Terms

State the firm's capability for accepting electronic payments through Automated Clearing House (ACH) and/or purchasing card and provide any additional discounts that may result from paying electronically.

The Selected Firm may indicate payment terms of less than 45 days so long as those terms also contain a cash discount for early payment. For example: “1.25% 20/Net 30” would correspond to a 1.25% discount if paid in 20 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this solicitation will be paid on a Net 45 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

R. Marketing

The University encourages the Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in the Selected Firm’s Goods and Services. However, the Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that the Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

S. Future Goods and Services

The University reserves the right to have the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

T. The University does not place verbal orders for the Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Goods and Services. Accordingly, at the University's request, the Selected Firm will issue a proposal/quotation listing the Goods and Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize the Selected Firm to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.