

OLD DOMINION UNIVERSITY STANDARD CONTRACT

Contract No.: 12-221-0037-CCC

This contract entered into by and between A'more Commercial Enterprises, LLC; Associated Mechanical Companies; Atlantic Constructor, Inc.; Atlantic Heating & Cooling Services, Inc.; Bay Electric Co., Inc.; Chesapeake Controls, Inc.; CH03 Management & Construction, Inc.; City Wide Enterprises T/A City Wide Services; Colonial Webb Contractors; Compass Contracting, Inc.; Compo Construction Company; Evia Paint Co., Inc.; Harris Power and Equipment; Hellas, Inc.; Henderson, Inc.; Hitt Electric Corporation; Holman Boiler Repair, Inc.; Homeland Contracting Corp.; Hutchinson Mechanical Energy Specialists, Inc.; Jones Mechanical H&C, Inc.; Lifecycle Construction Services, LLC; M&M Enterprises, Inc.; Manley Landscaping dba ML Construction; Mark Conboy General Contractors; Noah Enterprises, Inc.; Norfolk Plumbing, Inc.; The Azar Corporation –T/A Old Dominion Painting Co.; Power Mechanical, Inc.; Prestige Construction Group, Inc.; Rencon, LLC; Rising Sun, Inc.; Shoreline Industries, Inc.; Siemens Industry, Inc.; Taylor Enterprises, LLC; Tri-Star Electric, Inc.; United Unlimited Construction, Inc.; Viccellio Construction, Inc.; Virtexco Corporation; Warwick Builders, LLC; Warwick Plumbing & Heating Corp. hereinafter called the "Contractor" and Old Dominion University, called the "University".

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

II. **PERIOD OF PERFORMANCE:** The contract period shall commence on September 1, 2012 upon final contract acceptance and execution, as evidenced by the latest execution date on the contract signature page, and will be in effect through August 31, 2013. Where contract commencement date is in conflict with final execution date, final execution date shall prevail.

Upon mutual agreement between both the Contractor and the University, this contract and subsequent period(s) of performance may be renewed for up to four (4) additional one (1) year periods.

The Contractor agrees that as part of this agreement, Contractor's response to the University's IFB #12-221-0037-CCC, including any and all associated terms and conditions, scope of service, and related pricing for same shall remain in effect throughout any and all "periods of performance", unless otherwise modified in writing.

III. CONTRACT AGREEMENT:

The contract agreement shall consist of the following documents:

- (1) This signed form;
- (2) Contractor's "Pricing Schedule", as specified in Exhibit A;
- (3) The associated purchase order for the specific services being provided;
- (4) Where this Agreement is silent, the University's original Invitation for Bid and, all associated attachments and addenda shall control.

IV. **SCOPE OF SERVICES:** On an as needed basis as specifically requested by the University, the Contractor shall provide the services to the University in accordance with Contractor's response to the University's Invitation for Bid (IFB) #12-221-0037-CCC, specifically as described in each project work order.

A. GENERAL:

Resulting contracts will be limited in use to renovations, alterations, maintenance and emergency repair projects totaling no more than \$200,000 per project. However, the University may, at its discretion, secure other pricing and make awards for any other project(s) separately without penalty or charge to the University. Additionally, throughout all periods of performance, Contractor's will be required to maintain current and/or meet any/all bonding, insurance and license requirements as stated within the contract and/or as may be requested by the University. Although individual project orders may be assigned under the Contract Administration of the Director of Facilities Management or designee, other University departments shall have the authority to utilize this contract and also issue project orders, i.e., Auxiliary Services, Office of Computing and Communications Services, Housing & Residence Life, etc.

As necessary and at the request of the University as stated in the project request notification, the awarded contractor may be required to furnish a performance bond in the amount of the contract price as security for faithful performance of the work in strict conformity with the contract. Such bond must be submitted prior to the commencement of any work, but in each case no later than ten (10) calendar days from request. The surety on such bonds shall be duly authorized to do business in the Commonwealth of Virginia and satisfactory to the owner, and shall remain in force throughout the completion of the specific project. The cost of each bond requested shall be submitted as a separate line item cost in the associated project response(s), and upon approval by General Counsel shall be reimbursed as a separate line item under the purchase order.

B. PERSONNEL QUALIFICATIONS:

Contractor shall be the general contractor or prime on at least one of the required trades and have a known reputation for completing work in a timely and professional manner as evidenced by valid licensure(s), permits, etc. Contractor shall have as part of their organization, workman of trades for which they are responding to project request(s), or have arranged for same to be provided via sub-contracts that meets the approval of the University, to be accessible as required on different projects. The required trades, and minimum qualification standards, which must be available under this contract and hourly rates for these required trades, are as outlined below in section IV. E., TRADES.

Contractor personnel must observe all regulations in effect at the University. While on University property employees will be subject to control by University direction. Under no circumstances will such persons be deemed to be employees of the University. The contractor and his personnel will not represent themselves as employees of the University.

Personnel used for the performance of this Contract shall be properly trained and qualified for work of this type. The University reserves the right to refuse or accept services from personnel deemed by the University to be unqualified, disorderly, or otherwise unable to perform assigned work. The University reserves the right to require that contract personnel be properly attired and wear identification (badges or patches) of themselves and the company for whom they work. In addition, all personnel working under this contract shall abide by the Commonwealth of Virginia's Standard of Conduct and Performance.

C. QUALITY OF WORKMANSHIP:

All work shall be quality work performed according to the standards of the industry and to the complete satisfaction of Old Dominion University.

Any services provided under this agreement shall be warranted for a minimum period of one (1) year.

All work shall be performed by reputable, competent professionals who operate an establishment in which the materials, equipment, tools, and services described herein are provided to the public in a usual course of business. In addition, the contractor shall be properly licensed in the trade or trades that will be provided to the University. Evidence of license requirements will be required.

D. SPECIFIC:

1. Upon receipt of a telephone, e-mail notification, or written request from the Contract Administrator, designees, or other authorized campus departments, the contractors for that trade shall visit the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished.

After the site visit or pre-quote meeting, the contractor shall furnish the University a written proposal* of the costs to be billed at the contracted prices, a listing and description of the major items of material, parts, and equipment, the total cost of materials, parts, supplies and equipment, and a target date for completion, expressed either as a definite date or the number of days after receipt of the purchase order. Upon approval by the University, a purchase order will be issued to the lowest contractor for that specified project, as authority to proceed with the work, which will incorporate the contractor's proposal and the terms and conditions of the basic contract. The University reserves the right to furnish any or all materials, parts, supplies and equipment required to complete a project.

*If during the performance of the work, through no fault of his/her own, the contractor finds that the project will exceed the cost proposal, the contractor shall notify the University, in writing, of the new proposed cost and the reasons why a change order is needed to complete the project. The University shall respond in writing, either by approving the change order or by modifying the project to keep costs within the original cost proposal.

2. Prior to payment, the Contractor will be required to submit with his/her invoice, i) a line item for the total cost of the materials/ parts used on the specified project, ii) an itemized breakdown of the labor costs, i.e., number of hours worked at the contracted rate, and iii) any miscellaneous line items such as rentals for equipment, special tools, cost and name of any minorities sub-contractor(s) used, performance bond, etc., to the person / department with whom the project was contracted, as outlined in section VII. "Method of Payment." Invoices will be reviewed and approved by the University's Contract Administrator, designees, or requesting campus department prior to submission for payment. Those invoices not provided in the University's format will be returned for correction.

3. The contractor shall begin the work as stated on its proposal. If no starting time is stated, the work shall begin within five (5) working days of receipt of the purchase order or as scheduled by the University's representative. The typical work hours shall be between 8 AM to 5 PM, Monday through Friday, unless otherwise approved by the Contract Administrator or his designee.

4. The appropriate University's representative will outline and describe the Scope of Work to be provided by the contractor and establish working hours and completion dates. Overtime not specifically

approved at the initial job scope meeting shall be approved by the University's representative prior to any work being started. **The overtime rate shall not exceed the rate as allowed within the contract.**

5. Rapid response to emergency calls is of the utmost importance in this service contract. The contractor shall have qualified service personnel on the job site within four (4) hours from the time the emergency call for service is placed. This service shall be available 24 hours a day, 7 days a week, whenever necessary. Any instance where the contractor cannot provide the required services within the acceptable time frame, the University shall reserve the right to purchase these items on the open market.

6. Recycling: On projects where materials are being removed from the University that are going to be recycled, Contractor shall report the types and weights of the recycled materials. This may include construction materials (concrete, asphalt, metals) or packing/shipping materials (corrugate and pallets) or any other materials being recycled. In coordination with the University's Contract Administrator, the University may accept these materials for disposal by the University. In addition, the University encourages sustainable practices.

7. The Contractor shall be responsible for providing the appropriate installers workers, trades, mechanics, helpers, etc. required to accomplish the work.

8. The Contractor shall be responsible for the work activities of their employees.

9. The University reserves the right to require the Contractor's employees to arrive on the site properly attired in clean clothes (or uniforms) and have identification (badges or patches) of themselves and the company for whom they work.

10. Unless specifically requested and/or approved by the University, no apprentices or helpers shall be sent to the job site by themselves.

11. The Contractor shall, when necessary, coordinate their work with the work of the in-house maintenance personnel and/or any other contractors.

12. The University shall not reimburse the Contractor for time or mileage to and from the job site. This includes going to and from the supply houses.

13. The contractor shall be responsible to assure that all materials used are compatible with existing materials and equipment of the work site involved. All materials shall be new. In addition, the University reserves the right to provide materials, supplies, and accessories from any surplus the University may have inventory.

14. All services performed by craftsmen shall be skilled and licensed (if applicable) in their trades and shall be done in accordance with the Virginia Uniform State-Wide Building Code and the current editions of, but not limited to, the following codes and standards:

Building Officials and Code Administrators (BOCA)
American National Standards Institute (ANSI)
American Society of Testing Materials (ASTM)
American Society of Mechanical Engineers (ASME)
National Electrical Code (NEC)
Occupational Safety & Health Administration (OSHA)
Virginia Occupational Safety & Health (VOSH)

E. TRADES:

1. **Roofing:**

The Contractor shall provide all general roofing services including, but not limited to the following:

- a. Perform roofing installations/renovations and maintenance/repair to include but not limited to shingle, single ply, and multiple ply built up roofs, valleys, drain bowls, parapet walls, flashing, guttering, down spouts, seems, pitch pockets, etc.
- b. Locate source of roofing system leaks and recommend materials to repair leaks.
- c. Remove and install composite shingle roofing. Apply roofing repair materials in accordance with manufacturer's recommendation.

Duties to include:

- Troubleshoot and locate source of a roof leak;
- Select proper new roofing material to be compatible with existing roofing system material;
- Prepare roof surfaces for patching by following the manufactures recommendations;
- Install new roof, tie in to old roof properly;

-Check roof patch for water tightness. Report and document results.

Qualification Standards:

Demonstrated/detailed knowledge of the practices and procedures of the roofing trade; general knowledge of the qualities, adaptability and uses of various roofing materials, practices and techniques; general knowledge of the roofing section of pertinent building codes; ability to skillfully use roofing tools; ability to work from blueprints, sketches, written and/or oral instructions.

2. Plumbing:

The Contractor shall provide all general plumbing services including, but not limited to the following:

- a. Plumbing and pipe fitting installations/renovations and maintenance/repair of domestic water lines, valves and fixtures including hot water heaters and tanks;
- b. Installation, maintenance and repair/replacement of bathroom fixtures such as basins, commodes, and urinals including valves, valve stems and washers;
- c. Installation, maintenance and repair/replacement of kitchen/laboratory systems, i.e., but not limited to, basins, water, gas, air, and vacuum lines including replacement of valves, valve stems, washers, etc.;
- d. Maintain/repair valves and assorted hardware on steam lines and hot water lines, and chilled water lines;
- e. Locate and clear all blockages in commodes, urinals, sinks and drain lines;
- f. Maintain and repair water pipe leaks throughout and under the building;
- g. Perform maintenance, repair and / or replacement of campus sewerage lines;
- h. Cleaning of sewer and / or storm sewer lines;
- i. Visual and/ or video camera inspection of sewer and storm water lines.

Duties to include:

- Perform troubleshooting operations on plumbing with regards to heating/cooling system;
- Perform corrective maintenance on equipment related to plumbing and heating/cooling systems;
- Clear/Open clogged drains and flush grease traps;
- Adjust and/or repair leaking faucets and other outlets;
- Assemble piping systems.

Qualification Standards:

The plumber mechanic shall hold a current Master's or Journeyman's plumbing license and have a demonstrated/detailed knowledge of the practices and procedures of the plumbing, heating/cooling, and steam fitting trade; general knowledge of the qualities, adaptability and use of various pipes, fittings and fixtures; practical knowledge of plumbing codes; ability to skillfully use plumbing tools; ability to work from blueprints, sketches, written and oral instructions.

3. Electrical:

The Contractor shall provide all general electrical services including, but not limited to the following:

- a. Perform electrical work with responsibility for determining work methods to be used in accomplishing assignments. The Contractor shall assign and review the requested work and shall be consulted for the interpretation of unusual or complicated problems.

Duties to include:

- Installation of electrical systems in conduit, i.e., E.M.T., I.M.T., rigid, and P.V.C., in various sizes;
- Installation and connection of electrical equipment to include light fixtures, switches, receptacles, controllers, electric motors, and other electrical devices;
- Test circuits for continuity and proper connections, using various testing devices;
- Installation and corrective maintenance of various electrical systems, panel boxes, control boxes, etc.;
- Connects completed electrical circuits to power source and tests operation of all installed equipment;
- Diagnose and locate problems occurring in malfunctioning electrical systems such as thermostats, fire alarms, lighting systems and electrical shop equipment;
- Test equipment using voltmeter, ammeter, Simpson meter, etc.;
- Install different types of cables such as fiber optic, coax, and Ethernet for telephone and data lines;
- Check electric motors, repair and replace if necessary;
- Maintain, install and repair such equipment as fans, heating appliances, all types of lighting systems, connections for office machines, distribution panels, etc.;

Qualification Standards:

Electrician shall have a current Master's or Journeyman's electrical license. Shall have a demonstrated/detailed knowledge of the standard practices, materials and procedures of the electrical trade; demonstrated/detailed knowledge of the design, installation, maintenance and repair of electrical systems and equipment. Ability to interpret and work from sketches, blueprints, wiring diagrams and oral instructions.

4. **Heating, Ventilation, Air-Conditioning (HVAC):**

The Contractor shall provide all general HVAC services including, but not limited to the following:

- a. Perform journeyman level HVAC service and installation work with responsibility for determining work methods to be used to accomplish tasks; same comments as above
- b. Plan work details and follow sketches, blueprints, operating and service manuals. Department supervisors assign and review the work and are consulted for the interpretation of unusual or complicated problems.

Duties to include:

- Trouble-shoot problems, determine causes and recommend various solutions;
- Provide written report of diagnosis and recommendations;
- Procure necessary spare parts, install and test for proper operation;
- Perform required oil tests; test tubes, perform eddy current tests;
- Make repairs to reciprocating compressors;
- Diagnose control problems.
- Make written reports including calculations, conclusions and recommendations;
- Repair and replace pneumatic control systems, i.e., Johnson, Robert Shaw, or other manufacturers as required.

Qualification Standards:

The HVAC mechanic shall hold a current Master's or Journeyman's mechanical license and have a demonstrated/detailed knowledge of the standard practices, materials and processes of the HVAC trade; demonstrated/detailed knowledge of the design, installation, maintenance and repair of HVAC systems, apparatus and equipment; ability to lay-out work details; ability to interpret and work from sketches, blueprints, manuals and oral instructions. As required, a demonstrated/detailed knowledge of the design, construction and maintenance and repair of HVAC equipment. Also, the Contractor shall be licensed and certified for handling HCFC's and CFC's.

5. **Painting:**

The Contractor shall provide all general painting services including, but not limited to the following:

- a. Clean, prepare, prime and paint various surfaces as designated by the University's representative;
- b. Surfaces to be painted may be exterior as well as interior and consisting of various materials, i.e., plaster, dry wall, masonry, wood, etc.;
- c. Plan working details and follow sketches, blueprints and oral instructions;
- d. Provide all necessary tools, equipment and labor to perform the required work. Facilities Management, Student Housing and Webb Center may, at their option, provide paint for jobs contracted under its authority.

Duties to include:

- Prepare surfaces by using sandpaper, brushes or steel wool;
- Remove old paint using chemicals, scrapers, wire brushes, etc.;
- Fill nail holes, cracks and joints with putty, plaster and other approved fillers;
- Use approved pre-mixed paints or may use tint machine according to pre-determined paint color formulas;
- Apply coats of paint, varnish, stain, enamel or lacquer to interior and exterior surfaces, trimmings and fixtures of buildings and other structures;
- Uses brushes, spray gun and paint rollers as requested by the University's representative;
- Furnish and uses scaffolding and/or ladders, as needed.

Qualification Standards:

Journeyman painter with excellent knowledge of the standard practices, materials and procedures of the painting trade; ability to use the tools and materials of the trade; ability to work from rough sketches and blueprints. Ability to provide all necessary material, equipment and labor to complete projects in a timely fashion.

6. **General Contractor:**

The Contractor shall provide all general construction services to complete a project including standard structural trades (carpentry, concrete, drywall, acoustical ceilings, flooring, cabinetry, etc.),

locksmith, mechanical trades and electrical services. The contractor will be responsible for the coordination of all trades to complete the project within the agreed timeframe.

Duties to include:

- Minor renovation work including structural, mechanical and electrical work to perform small renovation projects in classrooms, administrative offices, research and lab facilities;
- Concrete work for sidewalks, retaining walls, foundations, etc.

Qualification Standards:

The General Contractor shall demonstrate appropriate expertise and required licenses to perform work that includes construction, remodeling, repair, improvement, or demolition of governmental buildings and structures. Thorough knowledge of the various construction trades and demonstrated ability to coordinate efforts of staff either provided by general contractor and/or subcontractors. Shall have the ability to keep a project on schedule and ensure timely completion of work involving multiple trades.

7. **Caulking Repair:**

The Contractor shall provide caulking and sealing services for all general building structures including, but not limited to the following:

- a. Identify and repair caulking and sealant failures on University buildings;
- b. Provide all supervision, equipment and material to perform required work;
- c. Work to be performed on all applicable aspects of building construction.

Duties to include:

- Building windows;
- Atriums;
- Expansion joints;
- Coping / flashing joints.

Qualification Standards:

Excellent knowledge of the standard practices, materials and procedures of caulking and sealants. Ability to use the tools and materials of the trade, interpret and work from sketches, blueprints, specifications and oral instructions. Ability to work on all building surfaces from various access points, including over atriums and exterior walls of multi-story buildings.

8. **Paver Installer:**

The Contractor shall provide, but not limited to, the following services:

- a. Prepare, install, lay, set, bed, point, patch cut and fit, align and level pavers;
- b. Provide all supervision, equipment and material to perform required work.

Duties to include:

- Prepare an area for layout;
- Have specialty tools needed to do job from start to finish;
- Compact soil, layer bedding sand and place edge restraints;
- Inspect sub-base for, and eliminate voids when repairing existing pavers or establish new pavers section;
- Establish / repair both vertical interlock and flexible brick pavers.

Qualification Standards:

Knowledge of the standard practices, materials and procedures for establishing or repairing pavers. Ability to use the tools and materials of the trade, interpret and work from sketches, blueprints, specifications and oral instructions. Contractor shall be responsible for locating all utilities. Contacting Miss Utility within the limits of the work area and coordinating with University staff on University owned utilities.

V. **TERMS AND CONDITIONS:**

The following terms and conditions shall remain in effect for the duration of the contract period, including and all renewal periods:

A. **LAW:** This contract is subject to the provisions of the Commonwealth of Virginia, specifically § 23-38.90 of the Code of Virginia and its associated *Rules Governing the Procurement of Goods, Services, Insurance and Construction ("the Rules")* and the *Purchasing Manual for Institutions of Higher Education and their Vendors* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is accessible on the Internet at www.odu.edu/procurement under "Information for Vendors".

B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that they will continue to 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. (Rules §10) 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. (Rules §36)

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** Contractor certifies that their response(s) to any and all project order requests will be made without collusion or fraud and that they will not offer or receive any kickbacks or inducements from any other bidder, contractor, supplier, manufacturer or subcontractor in connection with their proposal response(s), and that they will not confer on any public employee having official responsibility for any 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.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Contractor certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** Contractor certifies that they are not currently debarred by the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently so debarred, and that Contractor will inform the University of any debarment status change prior to submitting proposal response(s) to any and all project order requests. Any debarment procedure may provide for debarment on the basis of a contractor's unsatisfactory performance for the University. (Rules §18)

G. **ANTITRUST:** Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. Payment shall be deemed to have been made when offset proceedings have been instituted, as authorized under the Virginia Debt Collection Act (§2.2-4800 et seq.) of the Code of Virginia (Rules §42.A).
- e. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial deliveries or executions to the extent that such contract provides for separate payment for such partial delivery or execution (Rules §42.B).
The payment date shall be the later of 30 days from the date of the receipt of goods or invoice, or the date establish by the contract. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (Rules §44). All contract also shall require prompt payment of subcontractors by the general contract, upon receipt of payment by the University (Rules §VIII.B).
- f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this contract is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the University and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the University, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the University.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- I. **PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this contract, the Special Terms and Conditions shall apply.
- J. **TESTING AND INSPECTION:** The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- K. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the University.
- L. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. 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.
 2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendors*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.
- M. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the University may have.
- N. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. University's excise tax exemption registration number is 212-057-8029.
- O. **TRANSPORTATION AND PACKAGING:** Contractor certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- P. **INSURANCE:** The Contractor agrees to maintain during all periods of performance, the following insurance coverages and limits, unless modified in writing by the University. During the performance of any

awarded project orders, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the *Rules Governing Procurement of Goods, Services, insurance and Construction ("The Rules")* and §65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

R. **NONDISCRIMINATION OF CONTRACTORS:** The University's implementing policies and procedures provide for a nondiscriminatory procurement process that prohibits discrimination because of race, religion, color, sex, or nation origin of the Contractor in the solicitation and award of contracts. The policies include appropriate provisions for fair and reasonable consideration of women-owned, minority-owned, and small businesses and to promote and encourage a diversity of suppliers (Rules §VIII.F). A faith-based organization contracting with the Institution (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, and (ii) shall be subject to the same rules as other organization that contract with the University to account for the use of funds provided (Rules §36.E).

S. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for CONTRACTORS to conduct business with state agencies and public bodies. Contractor shall participate in the eVA Internet e-procurement solution Registration Service. Failure to register and maintain eVA registration could result termination of this contract for default.

VI. SPECIAL TERMS AND CONDITIONS:

A. **ADVERTISING:** Contractor agrees that no indication of sales or services to Old Dominion University will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

B. **AS BUILT DRAWINGS:** The contractor shall provide the University a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction, when requested by the University. The contractor shall also provide the University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams,

maintenance manuals, parts lists and warranties shall be delivered to the University upon completion of the work and prior to final payment.

C. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

D. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

E. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

E. **AUTHORIZED CONTRACT PARTICIPATION:** In accordance with the *University's Rules Governing Procurement of Goods, Services, Insurance and Construction ("Rules Document")*, specifically §6, Cooperative Procurement, it is the intent of this solicitation to allow any public body, public or private health or educational institutions, or *Old Dominion University's* affiliated agencies and/or corporations, access and use of any subsequent contract(s), as authorized by the Contractor(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), any resultant contract(s) may be extended to the entities as indicated above to purchase at contract prices in accordance with contract terms and conditions. The Contractor(s) shall notify *Old Dominion University* in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor(s) will provide semi-annual usage reports for all entities accessing the contract(s). Participating entities shall place their own orders directly with the Contractor(s), and shall fully and independently administer their use of the contract(s), including contractual disputes, invoicing and payments, without direct administration from *Old Dominion University*. *Old Dominion University* shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor(s) to extend participation and use of the contract(s). It is understood and agreed that *Old Dominion University* is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract(s) no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

F. **BID PRICES:** The pricing submitted in response to the University's Invitation for Bid shall be in the firm-fixed unit price for each item during all periods of performance, unless modified in writing by the University.

G. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days 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.

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

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

J. **DISCOUNTS:**

a. **PROMPT PAYMENT DISCOUNTS:** A prompt payment discount offered for prompt payment within 15 calendar days or longer may be accepted after determination of award and applied upon receipt of vendor invoice.

- b. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- K. **EXTRA CHARGES NOT ALLOWED:** The bid price for each specific project / work order shall be for complete installation ready for the University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- L. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized University representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work
- M. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Old Dominion University, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the University or to failure of the University to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- N. **INSURANCE and Licensing:** During the performance of this contract, including renewal periods, Contractor shall maintain the type of insurance coverage and minimum limits specified in the IFB, specifically those types and limits specified in section IV. **General Terms and Conditions**, and either a "Class A" or "Class B" license and registration through the Commonwealth's Department of Professional or Occupational Regulation (DPOR).
- O. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with each work order for each chemical and/or compound offered. Failure on the part of the contractor to submit and provide such data sheets may be cause of late payment to the contractor for that completed work order.
- P. **NEGOTIATION WITH THE LOWEST QUOTER:** Unless all quotes are cancelled or rejected, the University reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive Contractor to obtain a contract price within the funds available to the University whenever such low quote exceeds the University's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the University for the Specific Job / Work Order prior to the issuance of notification from the Contract Administrator. Negotiations with the low quote Contractor may include both modifications of the quote price and the Scope of Work/Specifications to be performed. The University shall initiate such negotiations by written or verbal notice to the lowest responsive Contractor that quote exceeds the available funds and that the University wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the University and the lowest responsive, Contractor.
- Q. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment / materials in complete operational condition during the warranty period.
- R. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- S. **PRODUCT INFORMATION:** The Contractor shall clearly and specifically identify the product being offered and submit a complete and detailed descriptive literature, catalog cuts and specifications upon request to enable the University to determine if the product offered meets the requirements of the specific job for the department.
- T. **RENEWAL OF CONTRACT:** This contract may be renewed by the University, in whole or in part, for up to four (4) one year periods under the terms and conditions of the original contract except as stated in 1. and 2. Below, and or as modified in writing by the University. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the

Consumer Price Index (CPI) for All Urban Wage Earners and Clerical Workers (CPI-W), All U.S. Items, for base period 1982-84=100, for the previous twelve (12) month period.

2. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **Consumer Price Index (CPI) for All Urban Wage Earners and Clerical Workers (CPI-W), All U.S. Items, for the base period 1982-84=100**, for the previous twelve (12) month period.

W. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

2. Each prime contractor who wins an award in which provision of a small, women or minority-owned (SWAM) procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

X. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the University the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Y. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery. Should any defect be noted by the University, the University will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the University does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the University and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

Z. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods furnished under any award resulting from this agreement shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this agreement. A copy of warranty information shall be furnished with each awarded work order.

AA. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense.

BB. **WORK ESTIMATES:** Under time and material agreements, the contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the University reserves the right to obtain additional quotes from other vendors. A Direct Order (DO) will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's quotation and the terms and conditions of the contract. For that specified work order, the contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

CC. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS:** The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

VII. METHOD OF PAYMENT:

The Contractor shall be paid when he/she completes the work and submits the invoice. All services provided by the Contractor pursuant to this agreement shall be performed to the satisfaction of the University, and in accordance with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. The Contractor shall not receive payment for work found by the University to be unsatisfactory, or performed in violation of federal, state, or local laws, codes, ordinances, rules or regulations.

Payment shall be made to the Contractor 30 days after receipt of an approved invoice and completion of work whichever is later based on the following method of payments:

1. Progress Payments:

If requested in writing by the Contractor and approved in writing by the University, progress payments may be made under the following circumstances:

- a. When total contract cost for all materials and services exceed \$25,000;
- b. When project completion time is anticipated to exceed sixty (60) days;
- c. Payments will only be made for:
 - i. Purchased materials and/or equipment related to the project that has been delivered on site and/or stored off-site;
 - ii. Those same materials and/or equipment that has a total value of at least 10% of the project cost, not to exceed 75%; and
 - iii. Materials and/or equipment that have satisfied i. And ii. Above, and that have all proper invoicing and required documentation, as approved by Project manager.

Notes: 1. Progress payments for any contract, regardless of completion time frame and/or amount of expense outlay incurred by the Contractor, shall not be paid more than once every 30 days.

2. Contractor must safeguard those materials and/or equipment that have been "prepaid" by the University, and shall also certify at the completion of the project that same we either used during the performance and completion of the project, or turned over as property to the University.

2. Payment:

The following contract language shall be added and included with the current contract language for "Payment: To Prime Contractor," as follows:

- a. Invoices for all materials, equipment and services ordered, delivered and accepted by the University, shall be submitted by the Contractor directly to the payment address shown on the purchase order;
- b. All invoices shall show (i) the University contract number, (ii) the eVA purchase order number that project will be charged against, (iii) Contractor's Federal Identification Number (FIN) (or social security number for individual Contractors), and (iv) cost breakdown for materials, equipment and services provided, including total number of hours and the current contract hourly rate(s); and
- c. Miscellaneous materials used in a project with a gross value of under \$1000 or 5% of the initial project cost, whichever is greater, do not require an invoice and do not have to be itemized, however:
 - i. All materials used must be new and unused, and the Contractor shall in no instance be permitted to use refurbished, remanufactured or surplus materials

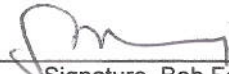
- ii. without the prior written authorization of the University; and
Invoices with miscellaneous materials and/or equipment listed shall still be subject to contract and project audit(s).

VIII. COMPENSATION:

The Contractor shall be paid by the University as follows:
On an as needed basis, the selected Contractor(s) for any given "project" shall be issued a purchase order(s) via the Commonwealth's e-procurement initiative, eVA or a Small Purchase Charge Card (PCARD). Contractor(s) shall submit an invoice(s) that references (i) the associated purchase order number, (ii) the specific services that were provided, and (iii) a cost breakdown of labor rates, hours, and as necessary any and all materials. The University will make payment in accordance with "Exhibit A", Pricing Schedule, as a result of this contract. All invoices shall be submitted in accordance with section VII, Method of Payment.

IN WITNESS WHEREOF, the University has caused this MOU to be duly executed intending to be bound thereby.

UNIVERSITY:

By:  _____
Signature, Bob Fenning

Title: Vice President for Administration and Finance

Date: 8/17/12

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Category/Code	Original Price	Final Price
Computer	\$187.00	\$126.00
Printer	\$181.00	\$121.50
	\$368.00	\$247.50