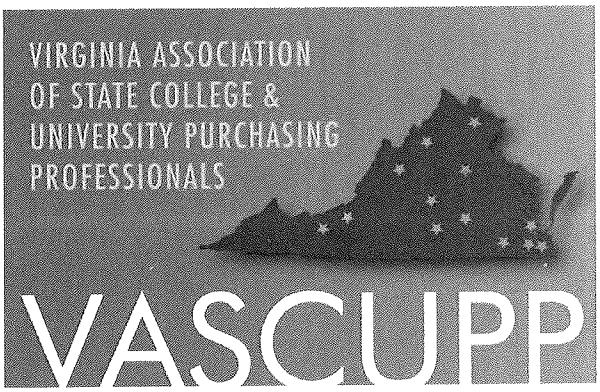
University of Mary Washington

CONTRACT #UCPUMW 27-2163

Miscellaneous Tooling, Fasteners, Materials & Supplies



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

1301 College Avenue
Fredericksburg, VA 22401-5300

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

Standard Contract

Contract #UCPUMW 27-2163
Miscellaneous Tooling, Fasteners, Materials & Supplies

This contract, between Sosmetal Products, Inc., hereinafter called the "Contractor", and the Commonwealth of Virginia, University of Mary Washington, called the "University" or "UMW", shall become effective upon full execution of this document by both parties.

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

PERIOD OF CONTRACT: The initial contract term shall be November 7, 2026 through November 6, 2028. The University may renew the contract for up to six (6) additional one-year periods, resulting in a maximum contract term through November 6, 2034.

CONTRACT DOCUMENTS: The contract shall consist of the following documents *in order of precedence*, all of which are incorporated herein by reference, and constitute the "contract documents":

1. This signed Contract;
2. Any addenda and the original solicitation, RFP #UCPUMW 27-2163, dated July 02, 2026 to include:
    a. The Statement of Needs
    b. The General Terms and Conditions
    c. The Special Terms and Conditions;
3. The Contractor's proposal dated July 21, 2026 including all attachments;

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

I. **SCOPE OF SERVICES:** The Contractor agrees to provide the following services:

The contractor shall furnish and deliver the items described in the pricing schedule (Attachment A) and any additional supplies and equipment that may be required.

1. GOODS: upon receipt of an order from the University, Contractor shall furnish and deliver the goods listed in the pricing schedule (Attachment B) and any additional supplies that may be required upon receipt of an order from UMW.
    a. Deliveries shall be made to locations specified in each order.
    b. Items shall be properly packaged to prevent damage during transit.
    c. All shipments shall include packing slips identifying:
        i. Contract number
        ii. Purchase order number

a. Item descriptions and quantities.
b. All parts shall be new, unused, and of current manufacturer
c. Substitutions must receive prior written approval from the University.
d. Damaged, defective, or incorrect items shall be replaced at no additional cost within 2–3 business days.

2. DELIVERY POINT: All items shall be F.O.B delivered as directed by the University. All product orders will be delivered to UMW Central Storeroom 1302 Hanover Street, Fredericksburg, VA 22401.
3. DELIVERY NOTIFICATION: The University shall be notified 72 hours prior to delivery of any items so that personnel may verify items received. Notification shall be made to: UMW Warehouse Manager, 540-654- 5972.
4. Contractor must be a regular dealer or supplier of the goods offered.
5. EMERGENCY DELVERIES: The Contractor shall provide emergency delivery services on an as-needed basis to support mission-critical operations.
6. Substitutions must receive prior written approval from the University.
7. Damaged, defective, or incorrect items shall be replaced at no additional cost within 2–3 business days.

II. PRICING: Item pricing is found in Attachment A, Pricing Schedule.

III. CONTRACT ADMINISTRATION:

A. The University's Warehouse Manager or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

IV. GENERAL TERMS AND CONDITIONS:

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

A. **ANTI -DISCRIMINATION**: By submitting their bids or proposals, bidders or offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at http://adminfinance.umw.edu/procurement/). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a

religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§6 of the Rules Governing Procurement).

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

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

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

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

C. **ASSIGNMENTOF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

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

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

F. **DEBARMENT STATUS**: By submitting their bids or proposals, bidders or offerors certify that they are

not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

H. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

   a. Effective July 1, 2014, the Vendor Transaction Fees are:
      i. DSBSD-certified Small Businesses: 1%, capped at $500 per order.
      ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.
   b. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

J. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with the

Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

L. **PRECEDENCE OF TERMS**: These Mandatory General Terms and Conditions and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

M. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders or offerors shall state bid or offer prices in US dollars.

V. SPECIAL TERMS AND CONDITIONS:

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

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

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

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

a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

b. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

   i) By mutual agreement between the parties in writing; or

   ii) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or

iii) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

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

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

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

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

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University

shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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

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

I. **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.

J. **ENVIROMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.

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

L. **EXTRA CHARGES PROHIBITED:** The contract prices shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. No additional add-on costs or fees beyond those identified within Contactor's proposal submission will be permitted throughout the duration of the contract.

M. **EXCLUSIVITY:** The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.

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N. **FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with § 2.2-4200 and § 2.2-4201, during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.

O. **HOLDOVER:** The Contractor shall continue to provide the goods pursuant to any quotation, purchase order, or this Master Agreement executed prior to the expiration or termination of this Agreement to the extent reasonably necessary to fulfill outstanding obligations or support the University's ongoing operational requirements.

P. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

b. Employer's Liability - $100,000.

c. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

d. Automobile Liability - $1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle).

Q. **PAYMENT:**

a. All invoices shall show the UMW contract number and/or purchase order number. Each invoice shall itemize the quantity, unit price, and extended price for each product purchased, as well as the overall total amount due.
b. 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.
c. Refer to Section XIV for payment terms.

R. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following Consumer Price Index - CPI-U category. No

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

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

T. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for six (6) successive one-year periods, or as negotiated, under the terms and conditions of the original contract. Price increases must be justified and may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately ninety (90) days prior to the expiration of each contract period.

   a. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics, for the latest twelve months for which statistics are available.

   b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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

U. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

   a. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small

business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

c. Each prime contractor who wins an award valued over $200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

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

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

1301 College Avenue
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procure@umw.edu
adminfinance.umw.edu/procurement

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

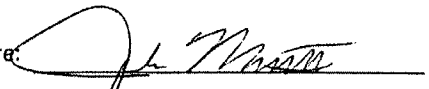
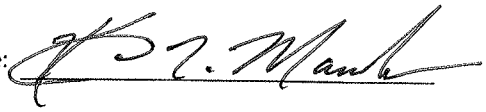
1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior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

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

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

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

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

SOSMETAL PRODUCTS INC.		**UNIVERSITY OF MARY WASHINGTON**	
Signature:		Signature:	
Printed Name:	John P. Minkoff	Printed Name:	Kenneth R. Manahan
Title:	VP	Title:	Sr. Contract Officer
Date:	11/4/26	Date:	11/4/2026
Phone:	215-739-6200x8118		
Email:	JMINKO@SOSMetal.com		

ATTACHMENT A

PRICING SCHEDULE

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

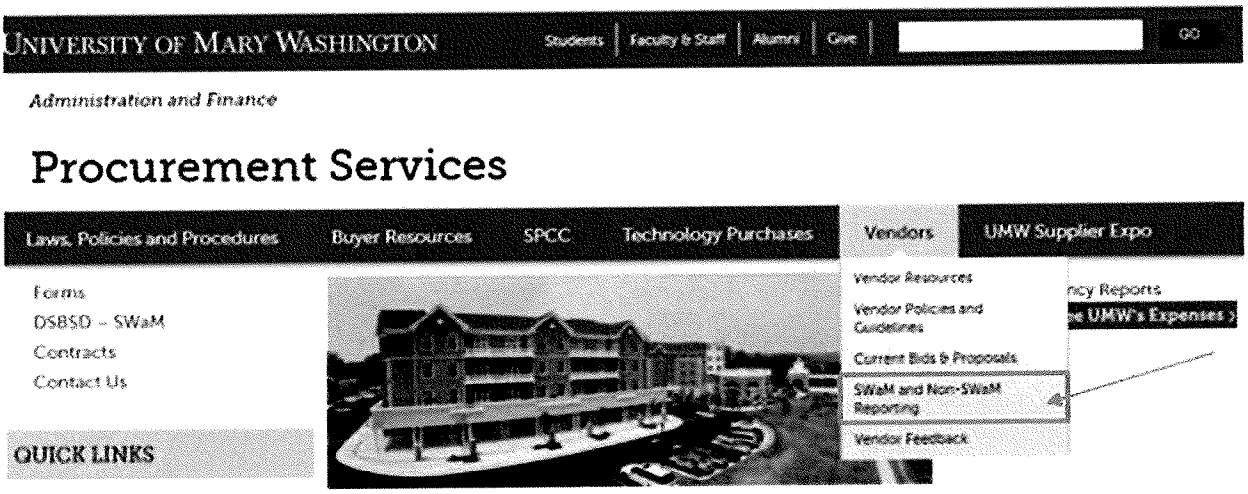
CATEGORY/ITEM		MATERIAL INFORMATION	QUANTITY	UNIT PRICE	TOTAL PRICE
1. Part# 503261	GR5 HEX NUT SAE ¼-28	Zinc	200	.0567	11.34
2. Part# 503263	GR5 HEX NUTSAE 5/16-24	Carbon Steel	200	.0795	15.90
3. Part#502382	5/8X4 SAE GR5 C/S	SAE Grade 5 Steel	500	1.4305	715.25
4. Part# 503141	LOCKNUTS 5/8 SAE	Zinc-plated	200	.927	185.40
5. Part# 503260	GR5 HEX NUT USS ¼-20	Zinc-plated USS Grade 5	200	.0508	10.16
6. Part# 502118	5/16X2-1/2 USS GR5 C/S	Grade 5 medium-carbon steel	500	.2718	110.90
7. Part# 502131	3/8X3-1/2 USS GR5 C/S	Grade 5 steel	500	.4388	219.40
8. Part# 50818	7/16 STD SPLIT LK WSHR	High-tensile spring steel, Zinc-plated	200	.0445	8.97
9. Part# 502165	9/16X2 USS GR5 C/S	Medium carbon steel, Zinc-plated	200	.8173	163.47
10. Part# 514182	GR5 NYLON L/N USS 3/4	Grade 5 carbon steel	500	3.238	1619.00
11. Part# 505125	12X1 PHL PAN SMS	Zinc-plated steel	300	.1665	49.95
12. Part# 114561 18TPI	RECIP BLADE 12 X ¾ X .035	Bi-metal construction	200	10.90	2180.00
			Total		$5289.74

1301 College Avenue
Fredericksburg, VA 22401-5300

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

ATTACHMENT B - SWAM SUBCONTRACTING SPEND REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE
http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/



SWaM Subcontractor Reporting

This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend.

Vendor * **Contract Number**

Please enter the name of the COMPANY Please enter the CONTRACT NUMBER

Name *

First Last

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

Upload Document - Excel or Word only

- Upload Spreadsheet/Document
- Manual Input

Manually type information for each sub-contractor

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University of Mary Washington

Request for Proposal

RFP #UCPUMW 27-2163

Miscellaneous Tooling, Fasteners, Materials & Supplies

July 02, 2026

https://vascupp.org/

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

1301 College Avenue
Fredericksburg, VA 22401-5300

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University of Mary Washington
Procurement Services

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE:	July 02, 2026		
RFP NUMBER & TITLE:	UCPUMW 27-2163; Miscellaneous Tooling, Fasteners, Materials & Supplies		
PROPOSAL DUE DATE & TIME:	2:00 p.m., July 30, 2027 **NOTE: Proposals uploaded to eVA after the due date and time cannot be accepted.**		
PROPOSAL DELIVERY ADDRESS:	**Proposals are to be submitted via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).**		
WORK LOCATION:	☐ All Campuses X Fredericksburg ☐ Stafford ☐ Dahlgren		
COMMODITY CODE(S):	32035,32069,32070,32071, 32075,32091,32092,32073, 32074,32036,32010,32022		
PRE-PROPOSAL CONFERENCE:	☐ Optional ☐ Mandatory X N/A	**DATE & TIME:**	Not applicable
PRE-PROPOSAL LOCATION:	Not applicable		
CONTRACT OFFICER:	Kenneth R. Manahan	**EMAIL:**	kmanaha2@umw.edu
PERIOD OF CONTRACT:	October 10, 2026 through October 9, 2028, with 6 one-year renewal options, with a contract end date of October 9, 2034 if all renewal options are exercised.		

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be made to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: _____

Address of Offering Firm: _____

DSBSD Certification No.: _____ Expiration Date: _____

eVA ID: _____ Tax ID: _____

Email: _____ Telephone: _____

Website: _____ Fax: _____

Submitted By (Print Name & Title): _____

Signature (In Ink): _____ Date: _____

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Fredericksburg, VA 22401-5300

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I. **QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after 2:00 p.m., July 9, 2026.

II. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein shall be submitted electronically via upload to the RFP 's eVA site. **It is the responsibility of the offeror to ensure that the proposal is received on time.**

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

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

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

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

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

IV. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) https://umw.cobblestonesystems.com/public/ for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal https://vascupp.org/contracts will be used to house relevant procurement documents, including winning offeror's proposal.

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

I. PURPOSE:

The intent and purpose of this sealed RFP is to establish a contract with one or more qualified sources to provide tooling, fasteners, materials and supplies to the University of Mary Washington on an as-needed basis. We are issuing this RFP with the intent for it to be a cooperative agreement.

II. ORGANIZATION OVERVIEW:

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

III. BACKGROUND:

For fiscal year 2025 (July 1, 2024 through June 30, 2025), it is estimated that the University of Mary Washington spent approximately $24,000 for supplies. This solicitation will serve as a new contract for the same commodity. The contract will be awarded for a two-year base period with six (6) one-year renewal options. There is no guarantee of estimated spend for the life of the awarded contract. The University will not guarantee actual contract usage in any amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.

This procurement is a recompete of the current UMW contract, number UCPUMW 19-828, which is currently held by Sosmetal Products. The current contact end date is August 9, 2026.

IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules_with_foreword_final_August%202022.pdf), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.

B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from UMW.

No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

C. UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:

It is the policy of the Commonwealth of Virginia to contribute to establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Proposal Requirements - The University reserves the right to:

   - accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
   - waive minor informalities,
   - issue a lowered evaluation of the proposal for failure to submit all information requested,
   - negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

   Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. *This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.*

2. Protection of Trade Secrets/Proprietary Information: The Virginia Freedom of Information Act "FOIA" requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below.

   If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:
   - invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing,** stating the reasons why protection is necessary, and,
   - submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content but blacks out any protected information not appropriate for public release. *If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.*

The designating of an entire proposal document, line-item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as proprietary and/or confidential, the proposal will be rejected.

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

4. Proposal Formatting and Content: Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be straight forward and precise.

5. Limited Contact: To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.

B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items within the proposal:

1. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
2. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
3. Offeror shall describe its inventory model, including warehouse locations, stocking practices, and whether items are held in inventory, sourced on demand, or fulfilled via manufacturer or distributor networks.
4. Offeror shall provide delivery performance metrics for the past 6 months to include 1) on-time delivery rate, and 2) backorder frequency.
5. Complete and include within the proposal submission Attachment A, "Small Business Subcontracting Plan".
6. Offeror shall provide documentation demonstrating its ability to source the items identified in the Attachment B pricing table, such as manufacturer authorization letters, distributor agreements, or identification of other supplier relationships.
7. Specify if offeror does or does not accept credit card purchases.
8. Offeror shall state whether they have a history of contract defaults, debarments or suspensions.
9. Complete and include within the proposal submission Attachment B Pricing Schedule".
10. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
11. Include any other information the Offeror believes will help the University evaluate its proposal.

Please review the Proposal Submission Checklist attached to this RFP prior to submission.

VII. **STATEMENT OF NEEDS:** The contractor shall furnish and deliver the items described in the pricing schedule (Attachment B) and any additional supplies and equipment that may be required.

1. GOODS: upon receipt of an order from the University, Contractor shall furnish and deliver the goods listed in the pricing schedule (Attachment B) and any additional supplies that may be required upon receipt of an order from UMW.
    a. Deliveries shall be made to locations specified in each order.
    b. Items shall be properly packaged to prevent damage during transit.
    c. All shipments shall include packing slips identifying:
        i. Contract number
        ii. Purchase order number
        iii. Item descriptions and quantities
    d. All parts shall be new, unused, and of current manufacture.
    e. Substitutions must receive prior written approval from the University.
    f. Damaged, defective, or incorrect items shall be replaced at no additional cost within 2–3 business days.
2. DELIVERY POINT: All items shall be F.O.B delivered as directed by the University. All product orders will be delivered to UMW Central Storeroom 1302 Hanover Street, Fredericksburg, VA 22401.
3. DELIVERY NOTIFICATION: The University shall be notified 72 hours prior to delivery of any items so that personnel may verify items received. Notification shall be made to: UMW Warehouse Manager, 540-654-5972.
4. Contractor must be a regular dealer or supplier of the goods offered.
5. EMERGENCY DELVERIES: The Contractor shall provide emergency delivery services on an as-needed basis to support mission-critical operations.
6. Substitutions must receive prior written approval from the University.
7. Damaged, defective, or incorrect items shall be replaced at no additional cost within 2–3 business days.

VIII. CONTRACT ADMINISTRATION:

A. The University's Warehouse Manager or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

IX. EVALUATION AND AWARD CRITERIA

A. Evaluation Criteria - Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Capabilities: Organization structure, include number of years in business, locations, and experience, if any, selling to other institutions of higher education.	35
Ordering and Delivery: Turnaround time for shipments; Backorders	20
Pricing: Total price from Attachment B; number of items priced.	25

Small Business Subcontracting Plan: Small Businesses get full points, and Large Business point assignment is decided by their proposed subcontracting to SWAM businesses evidenced in Subcontracting Plan.	20
Total	100

X. GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

and local laws, rules and regulations.

C. **ASSIGNMENTOF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

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

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

F. **DEBARMENT STATUS**: By submitting their bids or proposals, bidders or offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

H. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

   a. Effective July 1, 2014, the Vendor Transaction Fees are:
      i. DSBSD-certified Small Businesses: 1%, capped at $500 per order.
      ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.
   b. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

J. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated

against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

K. **PRECEDENCE OF TERMS**: These Mandatory General Terms and Conditions and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders or offerors shall state bid or offer prices in US dollars.

M. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

N. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

O. **PRECEDENCE OF TERMS**: These Mandatory General Terms and Conditions and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

P. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders or offerors shall state bid or offer prices in US dollars.

XI. SPECIAL TERMS AND CONDITIONS:

A. **SOLICITATION:**

1. **ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 120 days from the due date of proposal submissions. At the end of the 120 days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the offer shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the

offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.

2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement, the University will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of ten (10) days.
3. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
4. **AWARD – RFP:** Selection may be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:
    a. a separate award of each item,
    b. an award of a group of items,
    c. an award either in whole or in part,
    d. a single award, or
    e. a multiple award

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

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

4. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
5. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods or services specified, and shall remain properly licensed during the life of the contract. Additionally, Offeror understand that they may be asked to provide proof of this licensure at any time by the University, if so requested.
6. **CONTROLLING VERSION:** The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.
7. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
8. **EXTRA CHARGES PROHIBITED**: The proposed prices shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. No additional add-on costs or fees beyond those identified within Contactor's proposal submission will be permitted throughout the duration of the contract.
9. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

   MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

   a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the

Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in non-compliance with the contract.

b. Employer's Liability - $100,000.

c. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

d. Automobile Liability - $1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle).

10. **LATE PROPOSALS:** To be considered for selection, proposals must be uploaded to eVA no later than the due date and time for proposal submissions as specified on the solicitation cover page. The official submission date and time will be based on the eVA system timestamp. Any proposal submitted after the due date and time will not be accepted. It is the sole responsibility of the Offeror to ensure that its proposal is successfully submitted via the eVA portal no later than the date and time stated within this solicitation.
11. **QUALIFICATION OF OFFERORS:** UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy UMW that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated herein.
12. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
13. **SOLICITATION COMMUNICATIONS:** From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services via email to the Contract Officer named on the RFP cover page. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.
14. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your proposal submission certifies your understanding of the following:
    a. It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
    b. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office by the due date and time specified within the solicitation for questions. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.

c. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its proposal submission or to the contract.

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

B. **CONTRACT:**

1. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **CANCELLATION OF CONTRACT**: The University reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon a minimum sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
4. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
    a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
    b. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
        i) By mutual agreement between the parties in writing; or
        ii) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or

iii) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

5. **CREDIT CARD PROCESSING FEES:** Any credit card processing fees associated with payments under this Agreement shall not exceed three percent (3%) of the total sale. Such fees are deemed fully included within the Contractor's loaded labor rates, unless identified as a separate add-on fee within the proposal.
6. **CONTROLLING VERSION**: The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.
7. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES**: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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

   The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University

is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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

8. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
9. **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
10. **ENVIROMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.
11. **E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of $50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
12. **EXTRA CHARGES PROHIBITED:** The proposed prices shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. No additional add-on costs or fees beyond those identified within Contactor's proposal submission will be permitted throughout the duration of the contract.
13. **EXCLUSIVITY:** The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.
14. **FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with § 2.2-4200 and § 2.2-4201, during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.
15. **HOLDOVER:** The Contractor shall continue to provide the goods pursuant to any quotation, purchase order, or this Master Agreement executed prior to the expiration or termination of this Agreement to the

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

extent reasonably necessary to fulfill outstanding obligations or support the University's ongoing operational requirements.

16. **PAYMENT:**
    a. All invoices shall show the UMW contract number and/or purchase order number. Each invoice shall itemize the quantity, unit price, and extended price for each product purchased, as well as the overall total amount due.
    b. 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.
    c. Refer to Section XIV for payment terms.

17. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following Consumer Price Index - CPI-U category. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation shall be permitted only at the conclusion of the initial contract period and subsequently every 365 days thereafter, contingent upon verification deemed satisfactory by the Purchasing Office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 45 days advance notice of any price increase to the procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 45-day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the University; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

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

19. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for six (6) successive one-year periods, or as negotiated, under the terms and conditions of the original contract. Price increases must be justified and may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately ninety (90) days prior to the expiration of each contract period.

    a. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics, for the latest twelve months for which statistics are available.

    b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage

increase/decrease of the Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Any price increase requested by Contractor shall be accompanied by supporting information and or data that supports the proposed increase.

20. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

a. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

c. Each prime contractor who wins an award valued over $200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

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

22. WARRANTY: The Contractor warrants that, unless otherwise specified in the contract, all goods sold shall be new and of first-class condition, and in accordance with the contract documents, to include purchase

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

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

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

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

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

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

ATTACHMENT A - SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

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

DEFINITIONS:

"Micro Business" means a business that is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees and no more than $3million in average annual revenue over the three-year period prior to their certification.

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification.* (*Code of Virginia*, § 2.2-4310)

"Woman-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
(*Code of Virginia*, § 2.2-4310)

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.
(*Code of Virginia*, § 2.2-4310)

Bidder Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT A (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check All That Apply: ☐ Micro Business ☐ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: _____ Expiration Date: _____

Section B

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

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

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

1301 College Avenue
Fredericksburg, VA 22401-5300

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

ATTACHMENT B

PRICING SCHEDULE

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

OFFEROR IS TO COMPLETE AND RETURN THIS SECTION WITH PROPOSAL. OFFEROR SHALL ONLY PRICE ITEMS THAT CAN BE SUPPLIED.

CATEGORY/ITEM		QUANTITY	UNIT PRICE	TOTAL PRICE
1. Part# 503261	GR5 HEX NUT SAE ¼-28	200		
2. Part# 503263	GR5 HEX NUTSAE 5/16-24	200		
3. Part#502382	5/8X4 SAE GR5 C/S	500		
4. Part# 503141	LOCKNUTS 5/8 SAE	200		
5. Part# 503260	GR5 HEX NUT USS ¼-20	200		
6. Part# 502118	5/16X2-1/2 USS GR5 C/S	500		
7. Part# 502131	3/8X3-1/2 USS GR5 C/S	500		
8. Part# 50818	7/16 STD SPLIT LK WSHR	200		
9. Part# 502165	9/16X2 USS GR5 C/S	200		
10. Part# 514182	GR5 NYLON L/N USS 3/4	500		
11. Part# 505125	12X1 PHL PAN SMS	300		
12. Part# 114561 18TPI	RECIP BLADE 12 X ¾ X .035	200		
		Total		**$**

Offerors may submit additional quantity-based price breaks if available, which will not be evaluated.

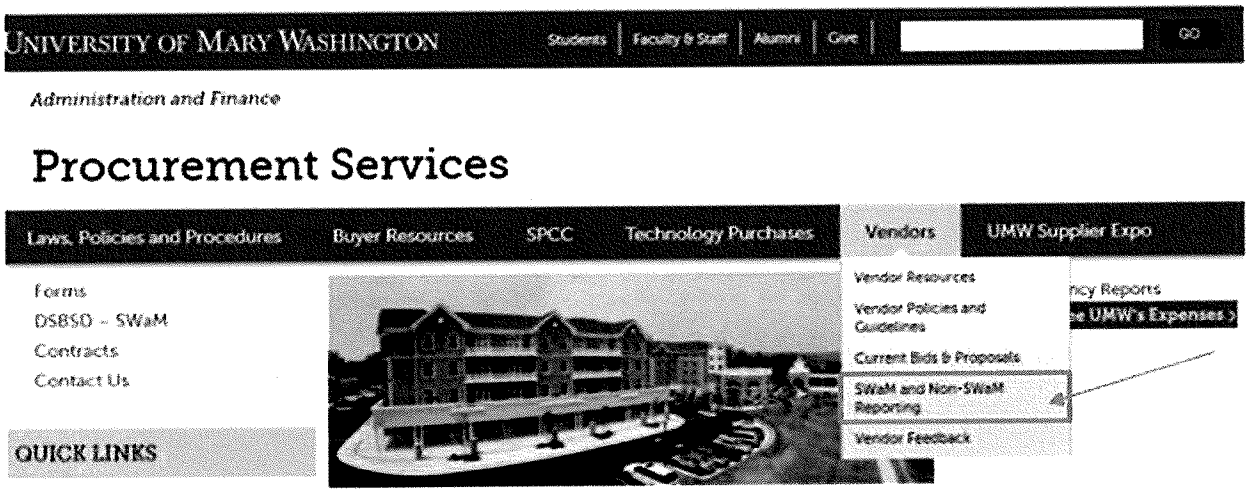
In addition to the prices listed, Contractor shall provide an additional discount of a minimum _____% for all other products sold by Contractor. (Additional overall discount does not count towards low bid for award)

1301 College Avenue
Fredericksburg, VA 22401-5300

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

ATTACHMENT C - SWAM SUBCONTRACTING SPEND REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE
http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/



SWaM Subcontractor Reporting

This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend

Vendor * **Contract Number**

Please enter the name of the COMPANY Please enter the CONTRACT NUMBER

Name *

First Last

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

Upload Document - Excel or Word only

- Upload Spreadsheet/Document
- Manual Input

Manually type information for each sub-contractor

ATTACHMENT D

RFP UCPUMW 27-2163 Proposal Submission Checklist

It is important that the Offeror carefully read through the RFP and provide all required documentation. The proposal MUST be submitted and received on time to qualify for a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

IMPORTANT DATES & REMINDERS

- No Questions Accepted after 2:00 P.M., July 9, 2026. All Questions must be in writing and directed toward the Procurement Officer for this solicitation: Kenneth Manahan, kmanaha2@umw.edu.
- Proposal Due Date: 2:00 p.m., July 30, 2026. Proposals submitted after the time as indicated in the eVA portal will NOT be accepted.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

Acknowledgement:
The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

Documents to Submit:
☐ Completed and signed RFP cover page.
☐ Any/All signed addenda.
☐ Electronic Copy of Proposal (Original and, if necessary, Redacted copy)
☐ Include all information as specified in section VI.B within the proposal.
☐ Description of the Offering firm's history and expertise.
☐ Completed Attachment A, Small Business Subcontracting Plan.
☐ Completed Attachment B, Pricing Schedule.
☐ Any exceptions taken to University's Terms and Conditions.
☐ Additional information to assist the University in its review of the proposal.
☐ Current Certificate of Liability Insurance

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

University of Mary Washington
Procurement Services

ADDENDUM
July 13, 2026

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: UCPUMW 27-2163
Date Issued: July 2, 2026
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: 2:00 p.m., July 30, 2026

This addendum consists of one (1) page.

This Addendum is issued to 1) correct the current contract end date; 2) answer questions received.

1. On page 5, Section III "BACKGROUND", second paragraph: The current contract end date is corrected to state October 9, 2026.

2. Questions from Offerors:
   1) **Question:** Do you know if there are any country-of-origin requirements for this project? Does the material need to be domestically manufactured, or are imported fasteners acceptable?
   UMW Response: There is no country-of-origin requirement. Either domestically manufactured or imported fasteners are acceptable.

END OF ADDENDUM NO. 1

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

RFP UCPUMW 27-2163 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: _____

NAME OF OFFEROR REPRESENTATIVE: _____

OFFEROR SIGNATURE: _____

DATE: _____

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

University of Mary Washington
Procurement Services

ADDENDUM
July 21, 2026

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposals: UCPUMW 27-2163
Date Issued: July 2, 2026
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: 2:00 p.m., July 30, 2026

This addendum consists of two (2) pages.

This Addendum is issued to 1) answer questions received, and 2) provide an updated Attachment B.

Questions from Offerors:

1. Questions from Offerors:
   1) **Question:** What finish do you need on these fasteners – plain, zinc-plated, or hot-dip galvanized?
   UMW Response: Included on page 2 of this Addendum is the updated Attachment B in which a column, titled "Material Information", has been added to provide plating and other material related information. This revised Attachment B, completed with the proposed pricing, shall be submitted with Offeror's proposal.

END OF ADDENDUM NO. 2

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

RFP UCPUMW 27-2163 Addendum No. 2 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: _____

NAME OF OFFEROR REPRESENTATIVE: _____

OFFEROR SIGNATURE: _____

DATE: _____

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

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

OFFEROR IS TO COMPLETE AND RETURN THIS SECTION WITH PROPOSAL. OFFEROR SHALL ONLY PRICE ITEMS THAT CAN BE SUPPLIED.

CATEGORY/ITEM		MATERIAL INFORMATION	QUANTITY	UNIT PRICE	TOTAL PRICE
1. Part# 503261	GR5 HEX NUT SAE ¼-28	Zinc	200		
2. Part# 503263	GR5 HEX NUTSAE 5/16-24	Carbon Steel	200		
3. Part#502382	5/8X4 SAE GR5 C/S	SAE Grade 5 Steel	500		
4. Part# 503141	LOCKNUTS 5/8 SAE	Zinc-plated	200		
5. Part# 503260	GR5 HEX NUT USS ¼-20	Zinc-plated USS Grade 5	200		
6. Part# 502118	5/16X2-1/2 USS GR5 C/S	Grade 5 medium-carbon steel	500		
7. Part# 502131	3/8X3-1/2 USS GR5 C/S	Grade 5 steel	500		
8. Part# 50818	7/16 STD SPLIT LK WSHR	High-tensile spring steel, Zinc-plated	200		
9. Part# 502165	9/16X2 USS GR5 C/S	Medium carbon steel, Zinc-plated	200		
10. Part# 514182	GR5 NYLON L/N USS 3/4	Grade 5 carbon steel	500		
11. Part# 505125	12X1 PHL PAN SMS	Zinc-plated steel	300		
12. Part# 114561 18TPI	RECIP BLADE 12 X ¾ X .035	Bi-metal construction	200		
			Total		$

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

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

Company Overview

Since 1946, Sosmetal Products, Inc. has been a trusted distributor of industrial Maintenance, Repair, and Operations (MRO) products, serving commercial, industrial, fleet, transportation, educational, healthcare, and government customers throughout the United States. For nearly 80 years, Sosmetal has built its reputation on exceptional customer service, competitive pricing, rapid order fulfillment, and dependable product availability. Our goal is to provide reliable solutions that reduce downtime and improve productivity for every customer.

Distribution & Inventory

Sosmetal's primary distribution warehouse is located at:

2945 E. Tioga Street
Philadelphia, PA 19134

We maintain inventory of commonly stocked MRO products while leveraging long-standing relationships with leading industrial manufacturers and authorized distributors to quickly source specialty and non-stock items. This extensive supplier network enables us to provide timely access to the products identified throughout this proposal while maintaining competitive pricing and dependable service.

Delivery Performance

Sosmetal is committed to fast, accurate order fulfillment. In-stock orders received by **3:00 PM (ET)** are shipped the same business day whenever possible. If an item is unavailable at the time of shipment, the backordered item is clearly identified on the packing list unless the customer has requested an alternative method of notification.

Payment Options

Sosmetal Products accepts Visa, MasterCard, American Express, Discover, ACH payments, and company checks. Net 30 payment terms are available upon approved credit and are extended to qualified commercial, educational, and government customers.

Core Capabilities & Products

- Industrial Maintenance, Repair & Operations (MRO) Supplies
- Fasteners & Hardware
- Chemicals, Lubricants & Cleaners
- Fleet Maintenance Products
- Hydraulic & Pneumatic Components
- Hose, Fittings & Fluid Transfer Products
- Electrical Terminals & Wiring Accessories
- Safety Supplies & Personal Protective Equipment (PPE)
- Abrasives, Cutting & Grinding Products
- Adhesives, Sealants & Tapes
- Shop Equipment & Facility Maintenance Supplies
- Custom Product Assortments & Inventory Solutions

Company Strengths

- Nearly 80 years of industry experience
- Over **45,000** industrial and maintenance products available
- Same-day shipping on qualifying in-stock orders
- Experienced inside and outside sales professionals
- Comprehensive product sourcing through established manufacturer and distributor partnerships
- Custom inventory management solutions
- Responsive customer service with technical product support
- Privately owned and customer-focused organization

Industries Served

- Federal Government
- State & Local Government
- Military Installations
- Public Utilities
- Transportation & Fleet Maintenance
- Manufacturing
- Construction
- Schools & Universities
- Hospitals & Healthcare Facilities
- Commercial & Industrial Maintenance

SPOTSYLVANIA COUNTY
PUBLIC SCHOOLS

8020 River Stone Drive • Fredericksburg, VA 22407
Phone: 540-834-2500 Fax: 540-834-2556 TDD: 834-2557
www.spotsylvania.k12.va.us

Spotsylvania County Schools Purchasing
Dawn Heflin, VCA
Procurement Assistant

8020 River Stone Drive • Fredericksburg, VA 22407 • Telephone (540) 834-2500 • Fax (540) 834-2559

July 13, 2026

Sosmetal Products
2945 E Tioga Street Philadelphia,
PA 19134

RE: Cooperative Use of University of Mary Washington Contract UCPUMW 19-828

Spotsylvania County Schools is requesting Sosmetal Products authorization in extending University of Mary Washington Contract UCPUMW 19-828 to furnish Misc. Tooling, Fasteners, Materials and Supplies, to Spotsylvania County Schools. This contract is effective August 9, 2026 through October 9, 2026 with no renewal options remaining,

Extending this contract to Spotsylvania County Schools, means that the vendor agrees to provide the district with materially the same products and services provided for in the contract referenced, at the same prices and the district will be in compliance with the laws governing public purchasing. Vendor agrees that Spotsylvania County Schools general term and conditions (attached below), will supersede those of the above mentioned contract.

https://5il.co/1ci0j

Pricing will be in accordance with the initial contract pricing and/or discounts and incorporate by reference any modifications and/or addendums to the original contract.
Spotsylvania County Public Schools also requires your firm submit a current Certificate of Insurance with your renewal documents or within ten (10) business days. The Certificate holder shall read "School Board of the County of Spotsylvania" as additionally insured (please see attached). Additionally, in compliance with the U.S. Department of Internal Revenue Services, you are required to submit a current W9 dated within the last six (6) months

Signature of Authorized Representative	John P. Minkoff III	7-14-26
	Print or Type Name	Date

VP	Sosmetal Products, Inc	jminko@sosmetal.com
Title	Company Name	Email address

Respectfully,

Dawn M Heflin, VCA
Procurement Assistant

SPOTSYLVANIA COUNTY
PUBLIC SCHOOLS

8020 River Stone Drive • Fredericksburg, VA 22407
Phone: 540-834-2500 Fax: 540-834-2556 TDD: 834-2557
www.spotsylvania.k12.va.us

SCHOOL BOARD OF THE COUNTY OF SPOTSYLVANIA

CERTIFICATE OF COMPLIANCE INVOLVING CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this contract requires Contractor and Contractor's employees to have direct contact with Spotsylvania County Schools' students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor's knowledge, its employees who will have such contact, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

For the purposes of this certification, "direct contact with students" means being in the presence of students on school property during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1(C), making a materially false statement in this Certification is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Spotsylvania County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

We agree that we will not hire any person whose background check reveals that they have been convicted of a felony, a class 1 misdemeanor, a crime of moral turpitude (lying, cheating or stealing), or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. We also agree that, after specific inquiry of any potential employee, we will not hire any person for this contract who has been the subject of a founded case of child abuse and neglect.

SOS Metal Products, INC
Company Name

John P. Minko III
Print Name

VP
Title

Signature

7-14-26
Date

**** This form MUST be filled out and submitted**

SPOTSYLVANIA COUNTY
PUBLIC SCHOOLS

8020 River Stone Drive • Fredericksburg, VA 22407
Phone: 540-834-2500 Fax: 540-834-2556 TDD: 834-2557
www.spotsylvania.k12.va.us

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 200. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

By signing and submitting this Certification, the contractor certifies as follows:

This certification is a material representation of fact upon which Spotsylvania County Public Schools relies when entering into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Spotsylvania County Public Schools, the Federal Government may pursue available remedies, including suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C throughout the period of performance of any contract resulting from this solicitation. The Contractor further agrees to include a provision requiring such compliance in any lower-tier covered transaction.

The contractor certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this contract/bid/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

The Contractor understand that a false statement on this certification may be grounds for rejection of this contract/bid/proposal or termination of the contract award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Company Name: Sosmetal Products Inc Date: 7/14/26

Printed Name & Title of Authorized Representative
John P. Minka III VP

Signature of Authorized Representative

☐ I am unable to certify to the above statements. My explanation is attached.

SPOTSYLVANIA COUNTY
PUBLIC SCHOOLS

8020 River Stone Drive • Fredericksburg, VA 22407
Phone: 540-834-2500 Fax: 540-834-2556 TDD: 834-2557
www.spotsylvania.k12.va.us

Spotsylvania County Schools

Vendor shall carry Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show School Board of the County of Spotsylvania (herein referred to as SBCS), named as an additional insured for the Commercial General Liability coverage and the Commercial Excess/Umbrella coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the SBCS. In addition, the insurer shall agree to give the Procurement Manager at
SBCS, 30 days' notice of its decision to cancel coverage anytime during the contract period or renewal periods. Each renewal period, the Contractor shall send updated certificates of insurance with the corresponding coverage dates of the renewal period.

WORKERS' COMPENSATION:

Statutory Virginia Limits
Employers' Liability Insurance - $100,000 for each Accident by employee
$100,000 for each Disease by employee
$500,000 policy limit by Disease

COMMERCIAL GENERAL LIABILITY – COMBINED SINGLE LIMIT:

$1,000,000 each occurrence including contractual liability for specified agreement
$2,000,000 General Aggregate (other than Products/Completed Operations)
$2,000,000 General Liability-Products/Completed Operations
$1,000,000 Personal and Advertising injury
$ 100,000 Fire Damage Legal Liability

COMMERCIAL:
Excess/Umbrella Liability $5,000,000 per occurrence

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The School Board of the County of Spotsylvania makes no representation or warranty as to how the Successful Bidder's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Successful Bidder's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the School Board of the County of Spotsylvania. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

University *of*
Mary Washington
Procurement Services

ADDENDUM
July 13, 2026

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: UCPUMW 27-2163
Date Issued: July 2, 2026
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: 2:00 p.m., July 30, 2026

This addendum consists of one (1) page.

This Addendum is issued to 1) correct the current contract end date; 2) answer questions received.

1. On page 5, Section III "BACKGROUND", second paragraph: The current contract end date is corrected to state October 9, 2026.

2. Questions from Offerors:
   1) **Question:** Do you know if there are any country-of-origin requirements for this project? Does the material need to be domestically manufactured, or are imported fasteners acceptable?
   UMW Response: There is no country-of-origin requirement. Either domestically manufactured or imported fasteners are acceptable.

END OF ADDENDUM NO. 1

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

RFP UCPUMW 27-2163 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: Sosmetal Products, Inc
NAME OF OFFEROR REPRESENTATIVE: John P. Minks III
OFFEROR SIGNATURE:
DATE: 7-21-2026

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

University *of*
Mary Washington
Procurement Services

ADDENDUM
July 21, 2026

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposals: UCPUMW 27-2163
Date Issued: July 2, 2026
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: 2:00 p.m., July 30, 2026

This addendum consists of two (2) pages.

This Addendum is issued to 1) answer questions received, and 2) provide an updated Attachment B.

Questions from Offerors:

1. Questions from Offerors:
   1) **Question:** What finish do you need on these fasteners – plain, zinc-plated, or hot-dip galvanized? **UMW Response:** Included on page 2 of this Addendum is the updated Attachment B in which a column, titled "Material Information", has been added to provide plating and other material related information. This revised Attachment B, completed with the proposed pricing, shall be submitted with Offeror's proposal.

END OF ADDENDUM NO. 2

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

RFP UCPUMW 27-2163 Addendum No. 2 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: Sosmetal Products, INC
NAME OF OFFEROR REPRESENTATIVE: John P. Minett III
OFFEROR SIGNATURE: John P. Minett
DATE: 7-21-2026

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

REVISED ATTACHMENT B

PRICING SCHEDULE

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

OFFEROR IS TO COMPLETE AND RETURN THIS SECTION WITH PROPOSAL. OFFEROR SHALL ONLY PRICE ITEMS THAT CAN BE SUPPLIED.

CATEGORY/ITEM		MATERIAL INFORMATION	QUANTITY	UNIT PRICE	TOTAL PRICE
1. Part# 503261	GR5 HEX NUT SAE ¼-28	Zinc	200	.0567	11.34
2. Part# 503263	GR5 HEX NUTSAE 5/16-24	Carbon Steel	200	.0795	15.90
3. Part#502382	5/8X4 SAE GR5 C/S	SAE Grade 5 Steel	500	1.4305	715.25
4. Part# 503141	LOCKNUTS 5/8 SAE	Zinc-plated	200	.927	185.40
5. Part# 503260	GR5 HEX NUT USS ¼-20	Zinc-plated USS Grade 5	200	.0508	10.16
6. Part# 502118	5/16X2-1/2 USS GR5 C/S	Grade 5 medium-carbon steel	500	.2218	110.90
7. Part# 502131	3/8X3-1/2 USS GR5 C/S	Grade 5 steel	500	.4388	219.40
8. Part# 50818	7/16 STD SPLIT LK WSHR	High-tensile spring steel, Zinc-plated	200	.0448	8.97
9. Part# 502165	9/16X2 USS GR5 C/S	Medium carbon steel, Zinc-plated	200	.8173	163.47
10. Part# 514182	GR5 NYLON L/N USS 3/4	Grade 5 carbon steel	500	3.238	1619.00
11. Part# 505125	12X1 PHL PAN SMS	Zinc-plated steel	300	.1665	49.95
12. Part# 114561 18TPI	RECIP BLADE 12 X ¾ X .035	Bi-metal construction	200	10.90	2180.00
			Total		$5289.74

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

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

University of
Mary Washington
Procurement Services

University of Mary Washington

Request for Proposal

RFP #UCPUMW 27-2163

Miscellaneous Tooling, Fasteners, Materials & Supplies

July 02, 2026

https://vascupp.org/

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

1301 College Avenue
Fredericksburg, VA 22401-5300

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

University of Mary Washington
Procurement Services

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE:	July 02, 2026		
RFP NUMBER & TITLE:	UCPUMW 27-2163; Miscellaneous Tooling, Fasteners, Materials & Supplies		
PROPOSAL DUE DATE & TIME:	2:00 p.m., July 30, 2027 **NOTE: Proposals uploaded to eVA after the due date and time cannot be accepted.**		
PROPOSAL DELIVERY ADDRESS:	**Proposals are to be submitted via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).**		
WORK LOCATION:	☐ All Campuses X Fredericksburg ☐ Stafford ☐ Dahlgren		
COMMODITY CODE(S):	32035,32069,32070,32071, 32075,32091,32092,32073, 32074,32036,32010,32022		
PRE-PROPOSAL CONFERENCE:	☐ Optional ☐ Mandatory X N/A	**DATE & TIME:**	Not applicable
PRE-PROPOSAL LOCATION:	Not applicable		
CONTRACT OFFICER:	Kenneth R. Manahan	**EMAIL:**	kmanaha2@umw.edu
PERIOD OF CONTRACT:	October 10, 2026 through October 9, 2028, with 6 one-year renewal options, with a contract end date of October 9, 2034 if all renewal options are exercised.		

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be made to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: Sosmetal Products Inc

Address of Offering Firm: 2945 E. Tioga St. - Philadelphia PA 19134

DSBSD Certification No.: 694347 Expiration Date: 5/28/2029

eVA ID: C4920 Tax ID: 23-1424647

Email: JMinko@SosMetal.com Telephone: 215-739-6200

Website: WWW.SosMetal.com Fax: 215-423-4123

Submitted By (Print Name & Title): John P. Minko

Signature (In Ink): John P. Minko Date: 7-21-26

1301 College Avenue
Fredericksburg, VA 22401-5300

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

I. **QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after 2:00 p.m., July 9, 2026.

II. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein shall be submitted electronically via upload to the RFP 's eVA site. **It is the responsibility of the offeror to ensure that the proposal is received on time.**

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

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

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

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

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

IV. **PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) https://umw.cobblestonesystems.com/public/ for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal https://vascupp.org/contracts will be used to house relevant procurement documents, including winning offeror's proposal.

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

I. PURPOSE:

The intent and purpose of this sealed RFP is to establish a contract with one or more qualified sources to provide tooling, fasteners, materials and supplies to the University of Mary Washington on an as-needed basis. We are issuing this RFP with the intent for it to be a cooperative agreement.

II. ORGANIZATION OVERVIEW:

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

III. BACKGROUND:

For fiscal year 2025 (July 1, 2024 through June 30, 2025), it is estimated that the University of Mary Washington spent approximately $24,000 for supplies. This solicitation will serve as a new contract for the same commodity. The contract will be awarded for a two-year base period with six (6) one-year renewal options. There is no guarantee of estimated spend for the life of the awarded contract. The University will not guarantee actual contract usage in any amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.

This procurement is a recompete of the current UMW contract, number UCPUMW 19-828, which is currently held by Sosmetal Products. The current contact end date is August 9, 2026.

IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules with foreword final August%202022.pdf), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.

B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from UMW.

No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

C. UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:

It is the policy of the Commonwealth of Virginia to contribute to establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Proposal Requirements - The University reserves the right to:

   - accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
   - waive minor informalities,
   - issue a lowered evaluation of the proposal for failure to submit all information requested,
   - negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

   Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. *This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.*

2. Protection of Trade Secrets/Proprietary Information: The Virginia Freedom of Information Act "FOIA" requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below.

   If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:
   - invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing,** stating the reasons why protection is necessary, and,
   - submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content but blacks out any protected information not appropriate for public release. *If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.*

The designating of an entire proposal document, line-item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as proprietary and/or confidential, the proposal will be rejected.

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

4. Proposal Formatting and Content: Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be straight forward and precise.

5. Limited Contact: To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.

B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items within the proposal:

1. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
2. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
3. Offeror shall describe its inventory model, including warehouse locations, stocking practices, and whether items are held in inventory, sourced on demand, or fulfilled via manufacturer or distributor networks.
4. Offeror shall provide delivery performance metrics for the past 6 months to include 1) on-time delivery rate, and 2) backorder frequency.
5. Complete and include within the proposal submission Attachment A, "Small Business Subcontracting Plan".
6. Offeror shall provide documentation demonstrating its ability to source the items identified in the Attachment B pricing table, such as manufacturer authorization letters, distributor agreements, or identification of other supplier relationships.
7. Specify if offeror does or does not accept credit card purchases.
8. Offeror shall state whether they have a history of contract defaults, debarments or suspensions.
9. Complete and include within the proposal submission Attachment B Pricing Schedule".
10. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.
11. Include any other information the Offeror believes will help the University evaluate its proposal.

Please review the Proposal Submission Checklist attached to this RFP prior to submission.

VII. **STATEMENT OF NEEDS:** The contractor shall furnish and deliver the items described in the pricing schedule (Attachment B) and any additional supplies and equipment that may be required.

1. GOODS: upon receipt of an order from the University, Contractor shall furnish and deliver the goods listed in the pricing schedule (Attachment B) and any additional supplies that may be required upon receipt of an order from UMW.
    a. Deliveries shall be made to locations specified in each order.
    b. Items shall be properly packaged to prevent damage during transit.
    c. All shipments shall include packing slips identifying:
        i. Contract number
        ii. Purchase order number
        iii. Item descriptions and quantities
    d. All parts shall be new, unused, and of current manufacture.
    e. Substitutions must receive prior written approval from the University.
    f. Damaged, defective, or incorrect items shall be replaced at no additional cost within 2–3 business days.
2. DELIVERY POINT: All items shall be F.O.B delivered as directed by the University. All product orders will be delivered to UMW Central Storeroom 1302 Hanover Street, Fredericksburg, VA 22401.
3. DELIVERY NOTIFICATION: The University shall be notified 72 hours prior to delivery of any items so that personnel may verify items received. Notification shall be made to: UMW Warehouse Manager, 540-654-5972.
4. Contractor must be a regular dealer or supplier of the goods offered.
5. EMERGENCY DELVERIES: The Contractor shall provide emergency delivery services on an as-needed basis to support mission-critical operations.
6. Substitutions must receive prior written approval from the University.
7. Damaged, defective, or incorrect items shall be replaced at no additional cost within 2–3 business days.

VIII. CONTRACT ADMINISTRATION:

A. The University's Warehouse Manager or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

IX. EVALUATION AND AWARD CRITERIA

A. Evaluation Criteria - Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Capabilities: Organization structure, include number of years in business, locations, and experience, if any, selling to other institutions of higher education.	35
Ordering and Delivery: Turnaround time for shipments; Backorders	20
Pricing: Total price from Attachment B; number of items priced.	25

Small Business Subcontracting Plan: Small Businesses get full points, and Large Business point assignment is decided by their proposed subcontracting to SWAM businesses evidenced in Subcontracting Plan.	20
Total	100

X. GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

and local laws, rules and regulations.

C. **ASSIGNMENTOF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

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

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

F. **DEBARMENT STATUS**: By submitting their bids or proposals, bidders or offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

H. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

   a. Effective July 1, 2014, the Vendor Transaction Fees are:
      i. DSBSD-certified Small Businesses: 1%, capped at $500 per order.
      ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.
   b. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

J. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated

against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

K. **PRECEDENCE OF TERMS**: These Mandatory General Terms and Conditions and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders or offerors shall state bid or offer prices in US dollars.

M. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

N. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

O. **PRECEDENCE OF TERMS**: These Mandatory General Terms and Conditions and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

P. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders or offerors shall state bid or offer prices in US dollars.

XI. SPECIAL TERMS AND CONDITIONS:

A. **SOLICITATION:**

1. **ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 120 days from the due date of proposal submissions. At the end of the 120 days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the offer shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the

offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.

2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement, the University will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of ten (10) days.
3. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
4. **AWARD – RFP:** Selection may be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:
    a. a separate award of each item,
    b. an award of a group of items,
    c. an award either in whole or in part,
    d. a single award, or
    e. a multiple award

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

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

4. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
5. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods or services specified, and shall remain properly licensed during the life of the contract. Additionally, Offeror understand that they may be asked to provide proof of this licensure at any time by the University, if so requested.
6. **CONTROLLING VERSION:** The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.
7. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
8. **EXTRA CHARGES PROHIBITED**: The proposed prices shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. No additional add-on costs or fees beyond those identified within Contactor's proposal submission will be permitted throughout the duration of the contract.
9. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

   MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

   a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the

Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in non-compliance with the contract.

b. Employer's Liability - $100,000.

c. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

d. Automobile Liability - $1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle).

10. **LATE PROPOSALS:** To be considered for selection, proposals must be uploaded to eVA no later than the due date and time for proposal submissions as specified on the solicitation cover page. The official submission date and time will be based on the eVA system timestamp. Any proposal submitted after the due date and time will not be accepted. It is the sole responsibility of the Offeror to ensure that its proposal is successfully submitted via the eVA portal no later than the date and time stated within this solicitation.
11. **QUALIFICATION OF OFFERORS:** UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy UMW that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated herein.
12. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
13. **SOLICITATION COMMUNICATIONS:** From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services via email to the Contract Officer named on the RFP cover page. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.
14. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your proposal submission certifies your understanding of the following:
    a. It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
    b. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office by the due date and time specified within the solicitation for questions. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.

c. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its proposal submission or to the contract.

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

B. **CONTRACT:**

1. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **CANCELLATION OF CONTRACT**: The University reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon a minimum sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
4. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
    a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
    b. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
        i) By mutual agreement between the parties in writing; or
        ii) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or

iii) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

5. **CREDIT CARD PROCESSING FEES:** Any credit card processing fees associated with payments under this Agreement shall not exceed three percent (3%) of the total sale. Such fees are deemed fully included within the Contractor's loaded labor rates, unless identified as a separate add-on fee within the proposal.
6. **CONTROLLING VERSION**: The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.
7. **COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES**: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

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

   The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University

is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

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

8. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
9. **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
10. **ENVIROMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.
11. **E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of $50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
12. **EXTRA CHARGES PROHIBITED:** The proposed prices shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees. No additional add-on costs or fees beyond those identified within Contactor's proposal submission will be permitted throughout the duration of the contract.
13. **EXCLUSIVITY:** The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.
14. **FAIR EMPLOYMENT CONTRACTING ACT**: In accordance with § 2.2-4200 and § 2.2-4201, during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.
15. **HOLDOVER:** The Contractor shall continue to provide the goods pursuant to any quotation, purchase order, or this Master Agreement executed prior to the expiration or termination of this Agreement to the

extent reasonably necessary to fulfill outstanding obligations or support the University's ongoing operational requirements.

16. **PAYMENT:**
    a. All invoices shall show the UMW contract number and/or purchase order number. Each invoice shall itemize the quantity, unit price, and extended price for each product purchased, as well as the overall total amount due.
    b. 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.
    c. Refer to Section XIV for payment terms.

17. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following Consumer Price Index - CPI-U category. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation shall be permitted only at the conclusion of the initial contract period and subsequently every 365 days thereafter, contingent upon verification deemed satisfactory by the Purchasing Office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 45 days advance notice of any price increase to the procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 45-day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the University; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.
18. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract or purchase order is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
19. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for six (6) successive one-year periods, or as negotiated, under the terms and conditions of the original contract. Price increases must be justified and may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately ninety (90) days prior to the expiration of each contract period.
    a. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics, for the latest twelve months for which statistics are available.
    b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage

increase/decrease of the Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Any price increase requested by Contractor shall be accompanied by supporting information and or data that supports the proposed increase.

20. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

a. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

c. Each prime contractor who wins an award valued over $200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

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

22. WARRANTY: The Contractor warrants that, unless otherwise specified in the contract, all goods sold shall be new and of first-class condition, and in accordance with the contract documents, to include purchase

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

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

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

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

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

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

University of Mary Washington
Procurement Services

ATTACHMENT A - SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE

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

DEFINITIONS:

"Micro Business" means a business that is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees and no more than $3million in average annual revenue over the three-year period prior to their certification.

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification.* (*Code of Virginia*, § 2.2-4310)

"Woman-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
(*Code of Virginia*, § 2.2-4310)

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.
(*Code of Virginia*, § 2.2-4310)

Bidder Name: Sosmetal Products, INC

Preparer Name: John Minko **Date:** 7-21-26

INSTRUCTIONS:

A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

University of Mary Washington
Procurement Services

ATTACHMENT A (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check All That Apply: ☐ Micro Business ☒ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: 694347 Expiration Date: 5-28-2029

Section B

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

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

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

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

Page 23 Replaced with:

Addendum 2

Page 2

University *of*
Mary Washington
Procurement Services

ATTACHMENT C - SWAM SUBCONTRACTING SPEND REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE
http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/



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

From: **UMW SWaM Reporting** webmaster@umw.edu
Subject: SWaM Subcontractor Report Summary
Date: July 28, 2026 at 8:56 AM
To: jminko@sosmetal.com

The SWaM spend information reported to the University of Mary Washington (UMW) is listed below. Please ensure that the information is accurate.

If there are corrections, please resubmit using the UMW website and advise of changes in the comments section.

If you have any issues, questions or concerns, please contact Procurement Services: email- procure@umw.edu / phone - (540) 654-1127

Thank you for your cooperation.

Vendor

SOSMETAL PRODUCTS, INC.

Name

John Minko

Email

jminko@sosmetal.com

Select Reporting Method

Manual Input

Manual Input

Prime Vendor Tax ID

231.424.647

List

Subcontractor Tax ID	Subcontractor Name	Spend Amount	Payment Month	Payment Year
NA	NA	0	0	0

Additional Comments/Information

Please provide any relevant comments or information

Sosmetal Products, Inc. does not anticipate utilizing subcontractors for the performance of this contract. Therefore, no SWaM or Non-SWaM subcontractor expenditures are anticipated.

University *of*
Mary Washington
Procurement Services

ATTACHMENT D

RFP UCPUMW 27-2163 Proposal Submission Checklist

It is important that the Offeror carefully read through the RFP and provide all required documentation. The proposal MUST be submitted and received on time to qualify for a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

IMPORTANT DATES & REMINDERS

- No Questions Accepted after 2:00 P.M., July 9, 2026. All Questions must be in writing and directed toward the Procurement Officer for this solicitation: Kenneth Manahan, kmanaha2@umw.edu.
- Proposal Due Date: 2:00 p.m., July 30, 2026. Proposals submitted after the time as indicated in the eVA portal will NOT be accepted.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

Acknowledgement:
The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

Documents to Submit:
☑ Completed and signed RFP cover page.
☑ Any/All signed addenda.
☑ Electronic Copy of Proposal (Original and, if necessary, Redacted copy)
☑ Include all information as specified in section VI.B within the proposal.
☑ Description of the Offering firm's history and expertise.
☑ Completed Attachment A, Small Business Subcontracting Plan.
☑ Completed Attachment B, Pricing Schedule.
☑ Any exceptions taken to University's Terms and Conditions.
☑ Additional information to assist the University in its review of the proposal.
☑ Current Certificate of Liability Insurance

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2025

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

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

PRODUCER The Reinard Agency Inc. 349 Bustleton Pike Feasterville Trevose PA 19053-6483 License#: 54354	CONTACT NAME: Sue Martin PHONE (A/C, No, Ext): 2153578600 FAX (A/C, No): 215-357-8061 E-MAIL ADDRESS: smartin@lmkinsurance.com
INSURED Sosmetal Products, Inc. 2945 East Tioga St. Philadelphia PA 19134 SOSMPRO-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Cincinnati Ins Co 10677 INSURER B : Ohio Cas Ins Co 24074 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 423555504 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			EPP 0212743	10/15/2025	10/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			EBA 0212743	10/15/2025	10/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP 0212743	10/15/2025	10/15/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWO68127077	10/15/2025	10/15/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Fauquier County and/or Fauquier County Public School Board is Additional Insured as required by contract/agreement.

CERTIFICATE HOLDER

University of Mary Washington
1301 College Avenue
Fredericksburg VA 22401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) SOSMETAL Products Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
2945 E. Tioga Street

Requester's name and address (optional)

6 City, state, and ZIP code
Philadelphia PA. 19134

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
23-1424647

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Betty Castlebenny Date 7/28/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they