



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6984

This contract entered into this 31st day of January 2025, by WKG Global Enterprises, Inc. dba A Logo For You hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From April 1, 2025 through March 31, 2027 with four (4) two-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP SLD-1200 dated February 21, 2024
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum No. One dated, March 13, 2024
 - (e) Addendum No. Two dated, March 21, 2024
 - (f) Addendum No. Three dated, March 26, 2024
- (3) The Contractor's Proposal dated March 15, 2024 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated December 5, 2024
 - (b) Publicly Accessible Contract (PAC) Agreement, effective April 1, 2025

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


CONTRACTOR:

By: 
(Signature)

Regina Kenerley
(Printed Name)

Title: General Manager

PURCHASING AGENCY:

By: 
(Signature)

Shanna Devers
(Printed Name)

Title: Lead Commodity Contract Officer

RFP # SLD- 1200 Promotional Items and Imprinting Services
Negotiation Summary for WKG Global Enterprises dba A Logo For You
December 5, 2024

1. Parties agree that items within this Negotiation Summary modify RFP# SLD-1200 and the Contractor's response to RFP# SLD-1200 and that this Negotiation Summary takes precedence in conflict.
2. Any internal campus orders made by James Madison University (JMU) department end-users containing any JMU marks or logos will incur a 12% royalty fee. Exemptions to the fee will be for Facilities Uniforms as well as purchases that do not carry JMU marks or logos. Royalty fees may vary by institution or purchasing agency.
3. Contractor's **Promotional Items** pricing schedule is as follows:
 - a. 10 % discount off published list price
 - b. Electronic Proofs- no additional cost
 - c. Contractor shall pass on exact freight charges to the University as applicable.
 - d. Contractor shall waive restocking fees for returns/exchanges of blank items. The Purchasing Agency shall be responsible for shipping fees as applicable.
 - e. Contractor shall waive associated costs for the replacement of defective, broken, or damaged items. Contractor must be notified within 10 calendar days of receipt of items.
 - f. Contractor shall not bill the Purchasing Agency charge card processing fees.
 - g. Prior to production and if requested, Contractor shall provide a quote for final product sample(s) (*with logo*) as applicable.
 - h. If requested, Contractor shall provide random logo sample(s) when applicable. The Purchasing Agency shall be responsible for shipping fees.
 - i. Set-up fees- varies by product
 - j. Over/Under Quantities- 5%-10% of quantities ordered
4. Contractor's **Imprinting Services** pricing schedule is as follows:
 - a. Embroidery pricing: (*Embroidery only, apparel/item no included*)

Number of Stitches	Up to 150 pieces	150-4000 pieces
Up to 10000	\$5.75	\$5.00
Each Addtl. 1000 Stitches	\$1.00	\$0.50

- b. Name/Titles- no additional cost up to 5,000 stitches
- c. Numbers- no additional cost up to 5,000 stitches

RFP # SLD- 1200 Promotional Items and Imprinting Services
Negotiation Summary for WKG Global Enterprises dba A Logo For You
December 5, 2024

- d. Digitizing- \$30 up to 15,000 stitches
- e. Edits- no additional cost
- f. Thread color change- no additional cost per color change, applies up to 6 requests per order
- g. Sewing on of jersey name bars or patches- \$15 each
- h. Sewouts- up to two included with new orders, additional sewouts at no additional cost
- i. Screen Printing Services pricing: *(Screen Printing only, apparel/item not included)*

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	\$5.65	\$6.79	\$7.92	N/A	N/A	N/A	N/A
12-23	\$3.39	\$4.24	\$5.10	N/A	N/A	N/A	N/A
24-47	\$1.79	\$2.71	\$3.65	\$4.49	N/A	N/A	N/A
48-71	\$1.53	\$2.04	\$2.54	\$3.05	\$3.76	\$4.26	\$-
72-143	\$1.40	\$1.85	\$2.30	\$2.76	\$3.21	\$3.66	\$.61
144-287	\$1.36	\$1.76	\$2.16	\$2.56	\$3.01	\$3.41	\$.57
288-499	\$1.17	\$1.47	\$1.79	\$2.10	\$2.41	\$2.70	\$.45
500-999	\$1.02	\$1.30	\$1.57	\$1.83	\$2.20	\$2.49	\$.42
1,000-1,999	\$.90	\$1.18	\$1.46	\$1.75	\$2.04	\$2.31	\$.38
2,000-4,999	\$.79	\$1.07	\$1.36	\$1.64	\$1.86	\$2.10	\$.35
5,000- up	\$.69	\$.97	\$1.25	\$1.53	\$1.75	\$1.98	\$.33

- j. Custom designing and creating artwork- \$30 per hour
- k. Custom designing and creating print screen and embroidery artwork- \$30 per hour
- l. Contractor shall provide sample items, material, or color swatches at no additional cost. The Purchasing Agency shall be responsible for shipping fees.
- m. Contractor shall pass on exact freight charges to the University as applicable.
- n. Contractor shall waive associated costs for the replacement of defective embroidered and screen-printed items.

- o. Contractor shall waive restocking fees for returns/exchanges of blank items. The Purchasing Agency shall be responsible for shipping fees as applicable.
- p. Set-up fees-
 - i. Graphic fees- \$30 per hour for junior graphic artist, \$75 per hour for senior graphic artist
 - ii. Screen fees- \$15 per color/location
 - iii. Contractor may waive set-up fees after order details are determined
- q. Run charges- varies by product
- r. Contractor shall not bill the Purchasing Agency charge card processing fees.
- s. If requested, Contractor shall provide pre-production sewouts and print samples at no additional cost with an order.

5. GENERAL

- a. Contractor shall maintain a CLC license for James Madison University for the duration of the contract. Any associated costs shall be the sole responsibility of the contractor.
- b. All deliveries made to the Purchasing Agency shall be FOB destination.
- c. Payment shall be made to the Contractor in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
- d. The contractor has disclosed all potential fees. Additional charges shall be reviewed and approved by Procurement Services prior to purchase.
- e. Contractor shall provide detailed invoicing that clearly demonstrates contract pricing and/or discounts.
- f. The following language shall be added to the contract:

PCI DSS COMPLIANCE: James Madison University requires that the contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The contractor may be required to provide an Attestation of Compliance on an annual basis. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the contractor, contractor shall immediately notify the Assistant Vice President for Finance at: (540) 568-6433, MSC 5719, Harrisonburg, VA 22807 (fax (540) 568-3346) to allow the proper PCI DSS compliant breach notification process to commence. The contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the contractor's facilities and all pertinent records to conduct a review of the contractor's compliance with the PCI DSS requirements.

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be the liability of the contractor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless

- the Commonwealth of Virginia, James Madison University and its officers and employees from and against any claims, damages or other harm related to such breach.
- g. Contractor agrees that James Madison University intends to exclusively utilize electronic catalogs for product sourcing and will not utilize any webstores or customized e-commerce platforms if offered by your firm, with the exception of eVA punchout catalogs. These options may be utilized by other universities, agencies, and localities.
 - h. Contractor agrees that all exceptions taken within their initial response to RFP# SLD-1200 that are not specifically addressed within this negotiation summary are null and void.

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 1st day of April 2025, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and WKG Global Enterprises, Inc. dba A Logo For You (“Vendor”).

TERM

The end date coincides with the Primary Agreement’s end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6984, dated January 31, 2025 (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Vendor will:

- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortium will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
- B. Maintain an approved version of Vendor’s logo on the Consortium website

III. Payment:

- A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.
In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.
- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
c/o VHEPC
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

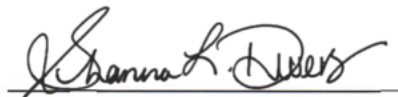
Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

Regina Kenerley
WKG Global Enterprises, Inc. dba A Logo For You
100 Stafford Court
Williamsburg, VA 23185
Email: alogo@alogoforyou.com
Fax: 757-220-6717

ACCEPTANCE

For James Madison University



Shanna Devers
Buyer Senior

02/24/2025

Date

**For WKG Global Enterprises, Inc.
dba A Logo For You**



Regina Kenerley
General Manager

2-5-25

Date

Agreement #: UCPJMU6984-PAC



Request for Proposal

RFP# SLD-1200

Promotional Items and Imprinting Services

February 21, 2024



REQUEST FOR PROPOSAL

RFP# SLD-1200

Issue Date: February 20, 2024
Title: Promotional Items and Imprinting Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through Two Years with Four (4) Additional Two (2) Year Renewal Options.

Sealed Proposals Will Be Received Until 2:00 PM on March 27, 2024 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Shanna Devers, Buyer Senior, Procurement Services, deverssl@jmu.edu; 540-568-3131; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

WKG Global Enterprises, Inc. dba A Logo For You

By:


(Signature in Ink)

100 Stafford Court

Name: Regina Kenerley

(Please Print)

Williamsburg, VA 23185

Date: 03/15/2024

Title: General Manager

Web Address: www.alogoforyou.com

Phone: 757-220-9259

Email: alogo@alogoforyou.com

Fax #: 757-220-6717

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1  #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

X YES; ☐ NO; IF YES \Rightarrow X SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

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

REQUEST FOR PROPOSAL

RFP # SLD-1200

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- A. Offeror Data Sheet
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Attachment 1: Addendum 1

Attachment 2: Proof of license, Reference *Section IV, Statement of Needs, A.7.*

Attachment 3: Quote Sample #4294, Reference *Section IV, Statement of Needs, A.15.*

Attachment 4: Invoice Order Sample #43454, Reference *Section IV, Statement of Needs, A.17.*

Attachment 5: Screen Print Sample Cohoke Farm Reference *Section IV, Statement of Needs, B.6.*

Attachment 6: Embroidery Sample Port Engineers, Reference *Section IV, Statement of Needs, B.6.*

Attachment 7: Quote Sample #4295, Reference *Section IV, Statement of Needs, B.16.*

Attachment 8: Invoice Order Sample #43455, Reference *Section IV, Statement of Needs, B.17.*

Attachment 9: Capabilities Statement, Reference *Section V, Proposal Preparation and Submission, B.4.*

Attachment 10: WKG Global Enterprises, Inc. dba A Logo For You Certs & Reps. Reference *Section V, Proposal Preparation and Submission, B.4*

Attachment 11: Addendum 2

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into multiple contracts to provide Promotional Items and Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.) for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for two (2) years with an option to renew for four (4) additional two-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU regularly purchases a wide variety of promotional items to carry out its mission. These items include, but are not limited, t-shirts, pens, magnets, lanyards, hats, key chains, buttons, mugs, hand sanitizer, and lip balm. 2023 eVA Reports showed approximately \$1.5M in spend for JMU for promotional items and embroidery/screening printing services and multi-million dollar spend across Virginia.

Licensing JMU Trademarks, Logos, Seals, Indicia and Mascot: James Madison University (JMU) has assigned all rights, titles and interest in any trademarks, logos and insignias owned or acquired by the University to the James Madison University Foundation (JMUF). JMUF has established a licensing program to ensure that the public properly identifies and associates JMU on products bearing the institution's marks. Other institutions, agencies, localities, etc. utilizing the resulting contracts may have other licensing requirements other than CLC that vendors would need to adhere.

Any products which carry an approved mark or logo of the University will be covered by the licensing program. Merchandise bearing JMU trademarks and logos are limited to merchandise produced by manufacturers that are officially licensed to produce JMU's marks. Officially licensed manufacturers are licensed and registered by the Foundation's licensing agent, The Collegiate Licensing Company (<https://clc.com/home/get-licensed/>).

Campus organizations seeking to use JMU marks for fundraising projects, club projects, fraternity/sorority endeavors, etc. must first seek initial approval from the Associate Vice President for Business Services and then submit the proposal to a licensed manufacturer or to the JMU Foundation.

The contracts are intended to be **MANDATORY** for James Madison University Departmental end-users. Limited exemptions for certain items and services will be decided by Procurement Services. Multiple contracts shall be awarded with no certain dollar amount. While not "mandatory", other institutions may seek to utilize resulting contracts.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System ("Members"). The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.

The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members. Further information about VHEPC may be found at the following website: <https://vhepc.org/>

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the 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 businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University desires to partner with contractors to provide quality promotional items and imprinting printing services. Offerors interested in responding to this solicitation may choose one or both areas to respond to under the Statement of Needs section of this RFP. Area A: Promotional Items and Area B: All Imprinting Services. The successful contractor(s) shall furnish goods and services in the area in which they provide a response.

James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. James Madison University reserves the right to request a quotation from one or more contractors with which the University has a contract.

It is the intent of this RFP to have multiple open award enrollment periods, at the University's option, during the Ten (10) Year Term. The University reserves the right to award to new Selected Firm(s) during these open enrollment periods. Selected Firm(s) pricing and discounts will remain for a period of two years from date of Contract. The University or the Selected Firm(s) may negotiate or re-negotiate pricing or service terms during the renewal period. Selected Firm(s) awarded in subsequent generation(s) will have the same expiration term and pricing requirements as identified in this RFP.

A. Promotional Items

James Madison University desires to partner with contractors to provide quality promotional items. The Contractor shall be an authorized reseller of the promotional items being offered. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from James Madison University personnel. James Madison University shall provide and approve all logo(s) to be used on promotional items.

Contractor shall ensure that all "JMU Identity" guidelines are met when providing requested items. JMU's Official Graphic Standards," including colors, logos, photography, etc. can be found at: <https://www.jmu.edu/identity/index.shtml>

Describe in detail your approach to the following directly under each item and include all associated costs in Section: X Pricing Schedule.

1. Provide the link to your complete electronic catalog containing all available promotional items being offered which includes list price. Provide contract pricing and/or percentage discount of published list price and quantity discounts in *Section X. Pricing Schedule, A. 1.* <https://catalog.alogoforyou.com/advanced-product-search.htm>
2. Describe ability to customize an electronic catalog for James Madison University. **A Logo For You has access to thousands of products and can create electronic catalogs that include the product graphics and descriptions in several formats including Word, Excel, etc.**
3. Describe ability to provide electronic proofs. Provide associated costs in *Section X. Pricing Schedule, A. 2.* **Electronic proofs are available on all items and services offered. Electronic proofs are available in several formats including but not limited to jpg, png, cdr, ai, eps and pdf.**
4. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with departmental end-users upon request. **An A Logo For You Sales Executive is available to meet with departmental end users as needed.**
5. List all contact information for ordering, invoicing, customer service, etc.

alogo@alogoforyou.com

757-220-9259 office

1-800-238-2885

757-220-6717 fax

A Logo For You

100 Stafford Court

Williamsburg, VA 23185

6. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders. **A Logo For You has worked with educational institutions such as The College of William & Mary (Athletics, Athletic Equipment, Sadler Center, Mason School of Business, Information Technology, Model UN, Center for Archaeological Research, University Centers, Recreation, Virginia Institute of Marine Science, CKI Club and numerous club sports and individuals), Old Dominion University (Admissions, Recreational Sports, Urban Sports, Engineering, ROTC, Strome School of Business, English Language Center, Deans Office and numerous club sports and individuals) Newport News Shipbuilding Apprentice School and Virginia Peninsula Community College for over 35 years.**

Our customer base ranges from large entities such as Virginia International Terminal (Port of Virginia), SeaWorld Parks & Entertainment (Busch Gardens & Water Country), Huntington Ingalls - Newport News Shipbuilding, Colonial Williamsburg, BSN Sports Supply and Anheuser Busch; mid-range entities such as Kingsmill Xanterra Resorts, Haynes Furniture, Patient Advocate Foundation, Tidewater Physicians Multispecialty Group (TPMG); to hundreds of small entities and local schools.

A Logo For You is a member of PPAI, Promotional Products Association International, SAGE and VAPPA. Being a member of these organizations gives us access to product research and management tools which helps us to better support and collaborate with

Section IV. Statement of Needs, A.6 Continued

our customers. All Sales Executives have multiple years of experience in our industry. This experience helps ensure the right promotional product recommendations to fit our customer's marketing initiatives.

Collaboration is done via email, over the phone or in person. In working with our clients, a Sales Executive collects relevant information pertaining to the order by asking specific questions regarding the purpose of, intended use of and price point for the product. The Sales Executive uses this information to help determine the best overall products by researching available suppliers to find the most cost effective way to meet the customer's need(s). After research, the Sales Executive will offer several options that best fit the customer's current need. General quotes that include full descriptions and pictures for multiple options are emailed for customer review. Once the item is chosen by the customer, the Sales Executive will contact the supplier and verify available stock. Once stock is verified a specific quote including all costs and fees is emailed to the customer for approval. Once the item is approved, the Sales Executive places the order with the supplier and an electronic virtual proof is emailed to the customer for final art approval. This process can take minutes or several days depending on the complexity of and graphic needs for the order.

7. Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at: <https://clc.com/get-licensed/> A Logo For You currently holds an Internal Campus Supplier license for College of William & Mary, Old Dominion University, George Mason University and James Madison University along with a Promotional Premium license with Old Dominion University. A Logo For You shall maintain appropriate CLC licenses for the duration of the contract period. Proof of license. *Attachment 2.*
8. Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements. A Logo For You agrees to obtain and maintain additional Internal Campus Supplier licenses as needed and adhere to all other licensing requirements.
9. Describe plan for providing pre-production samples (when requested by department) of promotional items with logo. Provide quantity limit and associated costs for samples in *Section X. Pricing Schedule, A. 8.* Pre-production samples with your logo are available on some promotional product items. Fees vary and range from just a few dollars to several hundreds of dollars. Random pre-decorated promotional product samples are readily available and can be provided for the cost of shipping.
10. Provide details of minimum order requirements, if applicable. Promotional products have minimum quantity requirements which vary based on the product.
11. Describe delivery options, policies, turnaround time, including standard orders, rush orders, and manufacturer orders for delivery. All orders shall be FOB destination. Provide delivery costs in *Section X. Pricing Schedule, A. 3.* A Logo For You ships orders via FedEx Ground. UPS and USPS shipping options are also available. Promotional product orders are drop shipped directly from our supplier to our

Section IV. Statement of Needs, A.11 Continued

customers when appropriate. These options enable us to get the goods to the consumer in a fast and reliable manner. Promotional product turn around times vary with the average being 12-15 days. Rush services and expedited shipping are available upon request.

12. Describe process for packaging orders. Products are securely and neatly packaged to prevent damage during shipping. Apparel is neatly folded and stacked by style, color and size to facilitate quick and easy receiving and end user distribution.
13. Describe return and exchange policies. Provide restocking fees and shipping fees for returns/exchanges in *Section X. Pricing Schedule, A. 4. Decorated promotional products cannot be returned or exchanged.*
14. Describe the process for replacement of defective, broken, or damaged promotional items. Provide associated costs in *Section X. Pricing Schedule, A. 5. Defective items should be reported to A Logo For You via email within 24 hours of delivery. A Customer Service agent will contact you for additional details and may request a photo of the defective items to determine if the items can be repaired, replaced or credit given.*
15. Describe quality control process(s). A Logo For You has organized its quality management system by defining quality management roles and responsibilities for all employees. These quality processes are incorporated across all phases, from order generation to logo design, from receiving to production to shipping. These procedures include quality control checks at all stages prior to shipping. Our order management system allows orders to be tracked from order entry to shipping to ensure deadlines are met. Specific attention is placed on the proofing stage of all orders to ensure accuracy.
16. Provide sample quote showing list price, contract price and percentage off published list price. *Quote # 4294 sample. Attachment 3*
17. Describe payment options available. Cash, check, credit cards, corporate purchasing cards, ACH, EFT, Paymode X and Click to Pay invoice links.
18. Provide a sample invoice and preferred method of payment. *Invoice #43454 sample. Preferred method of payment is ACH. Attachment 4*
19. Specify if offeror accepts charge card payments. Provide associated processing fees, if applicable in *Section X. Pricing Schedule, A. 6. MC, Visa, Discover, and AmEx*
20. Provide any incentive rebate options or packages. *Refer to Section X. Pricing Schedule, A.1.- discounts.*
21. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, A. 7. Promotional product set up fees vary by product and typically range from \$30-90 per color/location per order. Run charges differ by product and generally range from just a few cents to a few dollars per color/location per order. Proof fees vary by manufacturer and generally range from \$10-20 per proof per order. Promotional product Over/Under quantities are generally 5-10% of quantity ordered and are billed accordingly. Exact quantity fees vary but generally range from \$25-55 per item, per order. Royalty fees, if applicable, are determined by*

Section IV. Statement of Needs, A.21 Continued

the school and billed accordingly. All fees are disclosed in quotes or at time of order.

A Logo For You has three junior graphic artists and one senior graphic artist on staff to assist you with all levels of graphic needs. Fees range from \$30 per hour for junior graphic artists or \$75 per hour for senior graphic artists.

B. Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.)

James Madison University desires to partner with contractor(s) to provide quality Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.). Contractor(s) shall match thread colors and PMS to JMU identity standards, which can be found at <https://www.jmu.edu/identity/our-style/color.shtml> . Contractor(s) must have the capability for multiple color screen printing as well as the ability to embroider. JMU will retain ownership of any design work created for this contract.

1. Describe all Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.).

Embroidery – A Logo For You has a total of four state of the art Tajima embroidery machines; two - 8 head, 15 needle, one - 6 head, 15 needle, one - single head, 15 needle. Production capabilities up to 150 pieces per hour.

Screen Printing – A Logo For You has two, manual Hopkins 4 station, 6 color presses with an accompanying 10’ Adelco gas dryer. We also have a MHM automatic 12 station, 10 color automatic press with an accompanying 20’ Adelco gas dryer. Production capabilities of up to 1000 pieces per hour.

Engraving – A Logo For You has an 80 watt, 1100 Series, Legacy Laser Engraver. Trophies, plaques, awards, name tags. Multimedia – plastic, wood, metal, fleece, acrylics, and glass.

2. Provide details of minimum order requirements, if applicable. For embroidery services our minimum is one. For screen printing services our published minimum is 24 pcs of the same imprint but we often accommodate smaller orders on an as needed basis. For engraving services our minimum is one.
3. Provide pricing for embroidery services in *Section X. Pricing Schedule, B. 1.* Please see *Section X. Pricing Schedule, B. 1.*
4. Provide a complete embroidery pricing guide in *Section X. Pricing Schedule, B. 2.* Please see *Section X. Pricing Schedule, B. 2.*
5. Provide pricing for screen-printing services in *Section X. Pricing Schedule, B. 3.* Please see *Section X. Pricing Schedule, B. 3.*
6. Provide a sample of a design for both screen printing and embroidery. Each sample shall be properly tagged or labeled with the name of the offeror. Samples shall be provided at no cost to James Madison University. Samples will not be returned. Screen printed example of Cohoke Farm. *Attachment 5.* Embroidered example of Port Engineers. *Attachment 6.*

7. Describe the process for designing and creating artwork and turnaround time. Provide costs per hour for designing and creating artwork in *Section X. Pricing Schedule, B. 4.* A Sales Executive works directly with a client gathering details such as graphics, themes, colors, sizing, locations, intended usage, etc. and creates the desired art file(s). In the case of complex designs or extensive graphic skill needs, we suggest the client work directly with our senior graphic artist. The creative process can take as little as a few hours to as long as several days depending on the complexity of the design. A Logo For You has three junior graphic artists and one senior graphic artist on staff to assist you with all levels of graphic needs. Graphic fees are \$30 per hour for junior graphic artists or \$75 per hour for senior graphic artist.
8. Describe the process for designing print screen and embroidery artwork and turnaround time. Provide costs per hour for designing and artwork in *Section X. Pricing Schedule, B. 5.* For screen printing, A Sales Executive works directly with a client gathering details such as graphics, themes, colors, sizing, locations, intended usage, etc. and creates the desired art file(s). In the case of complex designs or extensive graphic skill needs, we suggest the client work directly with our senior graphic artist. The creative process can take as little as a few hours to as long as several days depending on the complexity of the design. A Logo For You has three junior graphic artists and one senior graphic artist on staff to assist you with all levels of graphic needs.

For embroidery, A Sales Executive works directly with a client gathering details such as graphics, themes, colors, sizing, locations, intended usage, etc. and works with one of our digitizers to create the desired art file(s). In the case of complex designs or extensive graphic skill needs, we suggest the client work directly with our senior graphic artist prior to creating digitized files. Once the details of a logo have been approved by the customer and prior to any apparel decoration, an embroidery sewout is created for final review and approval by the customer. The creative process can take as little as a few hours to as long as several days depending on the complexity of the design. A Logo For You has three junior digitizers and one senior digitizer on staff to assist with any digitizing needs.

Graphic fees are \$30 per hour for junior graphic artists or \$75 per hour for senior graphic artist.

9. Provide the lead time for embroidered products from time of order placement until delivery. General turnaround time is two weeks from the time an order is placed to shipping. Rush services and expedited shipping are available upon request. FedEx ground shipping is usually one business day to JMU from our facility in Williamsburg, VA.
10. Describe the software compatibility your firm requires when clients send art files for imprinting marketing materials or apparel. (*Example: Adobe Creative Cloud*) We work with Adobe Illustrator, Photoshop and Corel Draw software. High resolution, 600 dpi or higher, files in png, cdr, ai, eps, pdf or svg are generally acceptable. Vector art is always preferred for all formats.
11. Describe timeframe for providing adequate sample items, materials, or color swatches. (*i.e. number of days for review at no charge to the University*) Provide associated costs in *Section X. Pricing Schedule, B. 6.* Undecorated samples, materials, or color swatches generally take two to five business days to arrive.

12. Describe the process for digitizing artwork for logos that will be embroidered. Allow for a minimum of 6,800 stitches for 3 – 4” full filled-in logos. A Sales Executive works directly with a client gathering details such as graphics, themes, colors, sizing, locations, intended usage, etc. and works with one of our digitizers to create the desired art file(s). In the case of complex designs or extensive graphic skill needs, we suggest that the client work directly with our senior graphic artist prior to creating digitized files. Once the details of a logo have been approved by the customer and prior to any apparel decoration, an embroidery sewout is created for final review and approval by the customer.
13. Describe the process for vector artwork for logos that will be screen printed. A Sales Executive works directly with a client gathering details such as graphics, themes, colors, sizing, locations, intended usage, etc. and creates the desired art file(s). In the case of complex designs or extensive graphic skill needs, we will suggest the client work directly with our senior graphic artist. To avoid limited availability or time constraints, we suggest scheduling an appointment a day or two in advance when working directly with our senior graphic artist.
14. Describe delivery options, policies, process of delivery costs and freight charges for standard and rush orders. Provide associated costs in *Section X. Pricing Schedule, B. 7.* A Logo For You ships embroidery, screen printing and engraving orders via FedEx Ground. UPS and USPS shipping services are also available. These options enable us to get our goods and services to the consumer in a fast and reliable manner. General turnaround time is 2 weeks. Rush services and expedited shipping are available upon request.
15. Describe return policy. Provide associated costs in *Section X. Pricing Schedule, B. 8.* New, non decorated, unused, defect free apparel items can be returned to A Logo For You within 10 days of receipt. A restocking fee of 20% and return shipping fees may apply. Shipping costs are non-refundable.
16. Provide sample quote showing list price, contract price and/or percentage off published list price. Quote #4295. Attachment 7.
17. Provide sample invoice and preferred method of payment. Invoice #43455 sample. The preferred method of payment is ACH. Attachment 8.
18. Provide sample quote showing list price, contract price and percentage off published list price. Quote #4295 sample. Attachment 7.
19. Describe payment options available. Cash, check, credit cards, corporate purchasing cards, ACH, EFT, Paymode X and Click to Pay invoice links.
20. Specify if offeror accepts charge card payments. Provide associated fees, if applicable, in *Section X. Pricing Schedule, B. 10.* MC, Visa, Discover, and AmEx.
21. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with department end-users upon request. An A Logo For You Sales Executive is available to meet with departmental end users as needed.

22. List all contact information for ordering, invoicing, customer service, etc.

alogo@alogoforyou.com

757-220-9259 office

1-800-238-2885

757-220-6717 fax

A Logo For You

100 Stafford Court

Williamsburg, VA 23185

23. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders. A Logo For You has worked with educational institutions such as The College of William & Mary (Athletics, Athletic Equipment, Sadler Center, Mason School of Business, Information Technology, Model UN, Center for Archaeological Research, University Centers, Recreation, Virginia Institute of Marine Science, CKI Club and numerous club sports and individuals), Old Dominion University (Admissions, Recreational Sports, Urban Sports, Engineering, ROTC, Strome School of Business, English Language Center, Deans Office and numerous club sports and individuals) Newport News Shipbuilding Apprentice School and Virginia Peninsula College (formally Thomas Nelson Community College) for over 35 years.

Collaboration is done via email, over the phone or in person. In working with our clients, a Sales Executive collects relevant information pertaining to the order by asking specific questions regarding the purpose of, intended use of and price point for the product. The Sales Executive uses this information to help determine the best overall products by researching available suppliers to find the most cost effective way to fill the order. After research, the Sales Executive will offer several options that best fit the customer's current need. General quotes that include full descriptions and pictures for multiple options are emailed for customer review. Once the item is chosen by the customer, the Sales Executive will email a specific quote including all costs and fees to the customer for approval. Once the item is approved, a Sales Associate places the product order with the supplier and the Sales Executive emails an electronic virtual proof or sewout to the customer for final art approval. This process can take minutes or several days depending on the complexity of and graphic needs for the order. After all approvals, the order moves on to production, inspection and finally shipping.

24. Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at: <https://clc.com/get-licensed/> A Logo For You currently holds an Internal Campus Supplier license for The William & Mary College, Old Dominion University, George Mason University and James Madison University and a Promotional Premium license with Old Dominion University. A Logo For You shall maintain appropriate CLC licenses for the duration of the contract period. Proof of license. *Attachment 2*
25. Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements. A Logo For You agrees to obtain and maintain additional Internal Campus Supplier licenses as needed and adhere to all other licensing

Section IV. Statement of Needs, B.25 Continued

requirements.

26. Describe plan for providing pre-production samples of embroidery and screen printing items. *(i.e. number of days for review at no charge to the university)* Once an order is placed, pre-production sewouts and/or print samples are readily available at no charge.
27. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, B. 11*. A Logo For You offers embroidery set up, graphic art services, Rush services and expedited FedEx shipping. A Logo For You has three junior digitizers and one senior digitizer on staff to assist with any digitizing needs. Digitizing fees for logos start at a flat rate of \$60 for up to 15,000 stitches. Digitizing fees for text only start at a flat rate of \$15. A Logo For You has three junior graphic artists and one senior graphic artist on staff to assist you with all levels of graphic needs. Fees range from \$30 per hour for junior graphic artists or \$75 per hour for senior graphic artist. Screen fees are \$15 per color/location. Royalty fees, if applicable, are determined by the school and billed accordingly. All fees are disclosed in quotes or at time of order.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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 James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and eight (8) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or

additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU 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, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification 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 issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public

inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal. **Please see Section IV, Statement of Needs.**
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work. **A Logo For You's focus is supporting our customers marketing initiatives by providing branding solutions through decorated apparel, promotional products, awards, and web stores. 35+ years of experience has allowed us to forge trusted relationships with promotional industries' top suppliers. A Logo For You offers thousands of products from suppliers such as Koozie Group, Hit Promotional, Leprechaun, SanMar, Alpha Broder, etc. and brands such as Nike, Ogio, Adidas, Bic and more. We are members of PPAI, Promotional Products Association International and SAGE. Being a member of these organizations gives us access to product research and management tools which helps us to better support our customers.**

Chris Kerner, Owner, Sales Executive

Ckerner@alogoforyou.com [REDACTED] cell

2006 to present – Sales Executive for A Logo For You. 18 years' experience in Promotional Products, Screen Printing, Embroidery and Graphic design. Chris' expertise includes sales, marketing, public speaking, public relations and is a junior graphic artist. He currently handles 100+ accounts. He has received multiple awards from the local Chamber as Ambassador of the Quarter and Ambassador of the Year.

Section V. Statement of Needs, B.3 Continued

Regina Kenerley, General Manager

Rkenerley@alogoforyou.com (757) 220-9259 office

2006 to present- General Manager of A Logo For You. 18 years' experience in Promotional Product, Screen printing, Embroidery and Graphic design. Regina's expertise includes administration, sales, marketing, advertising, human relations, public speaking, public relations and is a junior graphic artist. Regina oversees the business and provides support to other Sales Executives and Sales Associates as needed.

Kalena Carey, Sales Executive

Kcarey@alogoforyou.com (757) 912-4949

2023 to present - Sales Executive for A Logo For You. 5 years' experience in Promotional Products sales. Kalena's expertise includes sales, marketing and public relations. She currently handles Southside Hampton Roads (Chesapeake, Norfolk, Virginia Beach) accounts.

Esther Brown, Embroidery Specialist

2005 to present – Senior Embroiderer. 25 years' experience in embroidery, digitizing and Screen Printing.

John McKay, Production Specialist/Customer Service

2013 to present – Senior Screen Printer, Junior Embroiderer, Junior Graphic Artists, Engraver, Seamster. 17 years' experience in screen printing, embroidery, digitizing, laser engraving, sewing.

Meredith Roane, Graphic Artist/Production Specialist

2017 to present – Senior Graphic Artist, Junior Screen Printer. 13 years' experience in screen printing and graphic art.

Dylan Wilson, Production Specialist

2022 to present – Junior Embroiderer, Junior Screen Printer. 2 years' experience in screen printing and embroidery.

Georgette Williams, Customer Service/Inside Sales

customerservice@alogoforyou.com (757) 220-9259

2023 to present – 1 years' experience. Georgette provides administrative support to our Sales Executives and assists walk in customers.

Oscar Felix, Part Time Production/Admin Helper

2022 to present – 2 years' experience.

Elizabeth Burton, Part Time Production/Admin Helper

2023 to present - 1 years' experience.

Leonard Mayers, Part Time Screen Printer

2022 to present – Senior Screen Printer. 20 years' experience.

4. Offeror Data Sheet, included as *Attachment A* to this RFP. A Logo For You Capabilities Statement. *Attachment 9*. WKG Global Enterprises, Inc. dba A Logo For You Certs & Reps. *Attachment 10*.

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist. **N/A**
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org. Christopher Newport University

George Mason University - \$1,773.77
James Madison University - \$0
Longwood University - \$0
Norfolk State University - \$0
Old Dominion University - \$27,046.04
Radford University - \$0
University of Mary Washington - \$0
University of Virginia - \$0
Virginia Commonwealth University - \$0
Virginia Military Institute - \$0
Virginia Tech - \$0
William & Mary - \$139,460.13
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal. **Please see Section X.**

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	15
3. Specific plans or methodology to be used to perform the services	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	20
5. Cost	20
	<u>100</u>

- B. AWARD TO MULTIPLE OFFERORS: Selection shall 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 which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or 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. Should the Commonwealth 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, 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.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- 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 applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, 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://www.jmu.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, sexual orientation, gender identity, 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 the provisions in 1. and 2. below apply:

- 1. During the performance of this 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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, 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 proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. 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.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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. 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.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment

from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing 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. QUALIFICATIONS OF OFFERORS: The Commonwealth 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 the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth 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 therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency 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 Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. 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.
- Q. 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 (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. 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.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the 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.
- U. 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 offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 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.

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

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University 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 any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, 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 Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: 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. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive two-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth 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 no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth 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 other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- G. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Textile Products and Apparel, Rubber and Plastic, and other related indices. No price increases will be authorized for 360 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing 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.

- H. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty-day period will not be processed for payment.
- I. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- J. PURCHASING REPORTS: The contractor will be requested to provide James Madison University a statement covering the total dollar volume of purchases made under this contract periodically throughout the term of the contract.
- K. COOPERATIVE PURCHASING / 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 related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

A Logo For You understands and is in agreement that any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or higher educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- L. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-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 SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office

at a minimum the following information: name of small business with the SBSB certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. 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 contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSB) certification number or FEIN 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 agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSB)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- M. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- N. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- O. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the

University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- P. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- Q. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- R. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- S. DELIVERY NOTIFICATION: The Agency shall be notified 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the name specified on the specific purchase order.
- T. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- U. OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- V. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that

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

- W. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- X. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- Y. 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 Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- Z. LABOR LAWS: The contractor shall implement procedures to ensure items manufactured for James Madison University shall not be made in factories where any worker is under fifteen years of age *and* no worker is under the age permitted per local law; where forced labor is involved (prison labor, trafficked labor, indentured labor, bonded labor); nor in any factory where corporal punishment or other forms of mental or physical coercion is practiced. As an alternative the contractor may maintain affiliation with the Fair Labor Association through membership at their expense.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

A. Promotional Items

1. The offeror shall provide contract pricing and/or percentage discounts of published list price and quantity discounts. *(Reference Section IV. Statement of Needs, A. 1.)* 10% off promotional product items.
2. The offeror shall provide associated costs for electronic proofs. *(Reference Section IV. Statement of Needs, A. 3.)* A Logo For You agrees to waive electronic proof fees.
3. The offeror shall provide standard, rush order, and manufacturer order delivery costs. *(Reference Section IV. Statement of Needs, A. 11.)* Standard Ground, 2nd Day or Overnight FedEx published rates. (ei. 5 pound box shipping to 22807, approximate costs - FedEx Ground \$16.17, 2nd Day Saver \$37.21, Standard Overnight \$64.29)
4. The offeror shall provide associated costs for restocking and shipping of returns/exchanges. *(Reference Section IV. Statement of Needs, A. 13.)* Decorated promotional products cannot be returned/exchanged. Undecorated products have a 20% restocking fee plus standard FedEx ground shipping costs.
5. The offeror shall provide associated costs for the replacement of defective, broken, or damaged items. *(Reference Section IV. Statement of Needs, A. 14.)* No cost.
6. The offeror shall specify any associated charge card processing fees, if applicable. *(Reference Section IV. Statement of Needs, A. 19.)* There are no fees for using charge cards.
7. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. *(Reference Section IV. Statement of Needs, A. 21.)* Promotional product set up fees vary by product and typically range from \$30-90 per color/location per order. Run charges differ by product and generally range from just a few cents to a few dollars per color/location per order. Proof fees vary by manufacturer and generally range from \$10-20 per proof per order. Promotional product Over/Under quantities are generally 5-10% of quantity ordered and are billed accordingly. Exact quantity fees vary but generally range from \$25-55 per item, per order. Royalty fees, if applicable, are determined by the school and billed accordingly. All fees are disclosed in quotes or at time of order.
8. The offeror shall provide quantity limits and associated costs for samples of promotional items with logo. *(Reference Section IV. Statement of Needs, A. 9.)* Minimums vary by product and are noted on our website.

B. Embroidery and Screen Printing

1. The offeror shall complete the following Embroidery Price List. (*Reference Statement of Needs, Section B.3.*)

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.00	\$5.00	\$5.00	\$5.00
Up to 5000	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.00	\$5.00	\$5.00	\$5.00
Up to 6000	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.00	\$5.00	\$5.00	\$5.00
Up to 7000	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.00	\$5.00	\$5.00	\$5.00
Up to 8000	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.00	\$5.00	\$5.00	\$5.00
Up to 9000	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.00	\$5.00	\$5.00	\$5.00
Up to 10000	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.00	\$5.00	\$5.00	\$5.00
Each Addtl. 1000 stitches	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$0.50	\$0.50	\$0.50	\$0.50

2. The offeror shall provide a complete pricing guide for embroidery services. (i.e. tape edits, personalization, excessive thread color changes, etc.) (*Reference Statement of Needs, Section B. Number 4*) Name/Titles \$10 (up to 5,000 stitches), Numbers \$6 (up to 5,000 stitches), Digitizing \$60 up to 15,000 stitches, Edits \$15 minor, \$25 major. A thread color change fee of \$10 per color change applies to 6 or more color change requests per order. Sewing on of jersey name bars or patches \$15 each. Sewing on of jersey numbers \$7 each number. Embroidering a name on a customer supplied name bar is priced at \$9 each. Two sewouts are included with all new orders. Additional sewouts are \$10 each.

3. The offeror shall complete the following table for screen printing services. (*Reference Statement of Needs, Section B. 5.*)

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	\$5.65	\$6.79	\$7.92	\$-	\$-	\$-	\$-
12-23	\$3.39	\$4.24	\$5.10	\$-	\$-	\$-	\$-
24-47	\$1.79	\$2.71	\$3.65	\$4.49	\$-	\$-	\$-
48-71	\$1.53	\$2.04	\$2.54	\$3.05	\$3.76	\$4.26	\$-
72-143	\$1.40	\$1.85	\$2.30	\$2.76	\$3.21	\$3.66	\$.61
144-287	\$1.36	\$1.76	\$2.16	\$2.56	\$3.01	\$3.41	\$.57
288-499	\$1.17	\$1.47	\$1.79	\$2.10	\$2.41	\$2.70	\$.45
500-999	\$1.02	\$1.30	\$1.57	\$1.83	\$2.20	\$2.49	\$.42
1,000-1,999	\$.90	\$1.18	\$1.46	\$1.75	\$2.04	\$2.31	\$.38
2,000-4,999	\$.79	\$1.07	\$1.36	\$1.64	\$1.86	\$2.10	\$.35
5,000-up	\$.69	\$.97	\$1.25	\$1.53	\$1.75	\$1.98	\$.33

4. The offeror shall provide associated costs per hour for designing and creating artwork. (*Reference Statement of Needs, Section B. 7*) Graphic fees are \$30 per hour for junior graphic artists or \$75 per hour for senior graphic artists.

5. The offeror shall provide associated costs per hour for designing print screen and embroidery artwork. *(Reference Statement of Needs, Section B. 8)* **Graphic fees are \$30 per hour for junior graphic artists or \$75 per hour for senior graphic artists.**
6. The offeror shall provide associated costs for sample items, material, or color swatches. *(Reference Statement of Needs, Section B. 11)* **No charge for samples, FedEx shipping costs are additional.**
7. The offeror shall provide associated costs for standard and rush orders. *(Reference Statement of Needs, Section B. 14)* **Standard Ground, 2nd Day or Overnight FedEx published rates. (ei. 5 pound box shipping to 22807, approximate costs - FedEx Ground \$16.17, 2nd Day Saver \$37.21, Standard Overnight \$64.29)**
8. The offeror shall provide associated costs for returns for embroidery and screen printing items. *(Reference Statement of Needs, Section B. 15)* **Decorated items cannot be returned.**
9. The offeror shall provide associated costs for set-up fees. **Graphic fees are \$30 per hour for junior graphic artists or \$75 per hour for senior graphic artists. Screen fees are \$15 per color/location.**
10. The offeror shall specify associated charge card processing fees. *(Reference Section X. Pricing Schedule, B. 20)* **There is no fee for using charge cards.**
11. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. *(Reference Statement of Needs, Section B. 27)* **A Logo For You also offers engraving services. No set up fee for text only designs. Graphic fees are \$30 per hour for junior graphic artists or \$75 per hour for senior graphic artists. Screen fees are \$15 per color/location.**

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: PAC Agreement

Attachment 1: Addendum 1

Attachment 2: Proof of license, Reference Section IV, Statement of Needs, A.7.

Attachment 3: Quote Sample #4294, Reference Section IV, Statement of Needs, A.15.

Attachment 4: Invoice Order Sample #43454, Reference Section IV, Statement of Needs, A.17.

Attachment 5: Screen Print Sample Cohoke Farm Reference Section IV, Statement of Needs, B.6.

Attachment 6: Embroidery Sample Port Engineers, Reference Section IV, Statement of Needs, B.6.

Attachment 7: Quote Sample #4295, Reference Section IV, Statement of Needs, B.16.

Attachment 8: Invoice Order Sample #43455, Reference Section IV, Statement of Needs, B.17.

Attachment 9: Capabilities Statement, Reference Section V, Proposal Preparation and Submission, B.4.

Attachment 10: WKG Global Enterprises, Inc. dba A Logo For You Certs & Reps. Reference Section V, Proposal Preparation and Submission, B.4

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years 37 Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Old Dominion University	15+ years	2005 Constant Hall Norfolk, VA 23529	Katrina Davenport 757-683-5138
Norfolk Yacht & Country Club	14+ years	7001 Hampton Blvd Norfolk, VA 23505	Cheryl Lehmkuhl 757-489-5385
Newport News Parks & Rec	15+ years	700 Town Center Drive Newport News, VA 23606	Andy Lunsford 757-886-7912
Colonial Williamsburg	25+ years	P.O. Box 1776 Williamsburg, VA 23187	Larry Christian 757-220-7097
SeaWorld Parks & Entertainment	30+ years	1 Busch Gardens Blvd Williamsburg, VA 23185	Karen Barker 757-253-3295

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Chris Kerner, Owner, A Logo For You, 100 Stafford Court, Williamsburg, VA 23185

Regina Kenerley, General Manager, A Logo For You, 100 Stafford Court, Williamsburg, VA 23185

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?

[] YES [XX] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: WKG Global Enterprises, Inc. dba A Logo For _____ **You** **Preparer Name:** Regina Kenerley _____

Date: March 15, 2024 _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes XX No _____

If yes, certification number: 714952 Certification date: 9-7-23 _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No XX _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No XX _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes XX No _____

If yes, certification number: 714952 Certification date: 9-7-23 _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. A Logo For You produces all embroidery, screen printing and laser engraving services in house in Williamsburg, VA and currently does not subcontract these services. 37+ years of experience has allowed us to establish long term, trusted relationships with promotional industries top suppliers. Apparel and promotional products are purchased from suppliers that we know and trust and that will meet or exceed our customer's product requirements, price points and deadlines.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent 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 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-

786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____ Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

Firm		Address		Contact Person/No.	
Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
N/A					

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)

ATTACHMENT E

AGREEMENT PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the [DAY^{st/nd}] day of [MONTH, YEAR], is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the “University”), and [VENDOR NAME], (“Vendor”).

TERM

The term of this Agreement is until [Date]. This end date coincides with the Primary Agreement’s end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMUXXX, dated MONTH XX, 20XX (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor’s logo on the Consortium website
- III. Payment:
 - A. Payment of PAC Annual Fee will arrive at the University no later than _____ of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.
 - B.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- C. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]
[Vendor]
[Address]
Email: [\[Vendor Email\]](#)
Fax: [Fax]

ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract-Number]-PAC



March 13, 2024

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# SLD-1200**
Dated: **February 21, 2024**
Commodity: **Promotional Items and Imprinting Services**
RFP Closing On: **March 27, 2024 at 2:00 p.m.**

Please note the clarifications and/or changes made on this proposal program:

1. Question: CLC noted that some orders may incur an additional 7.5% royalty fee. Clarify the percentage of orders that will incur this fee.

Answer: For James Madison University, the 7.5% royalty fee is charged to vendors for orders not paid with state funds (e.g., purchases made by student organizations). There is no anticipated percentage of orders that may incur this fee.

2. Question: Reference Attachment E, Publicly Accessible Contract (PAC), what schools will the 1% fee apply to?

Answer: The 1% fee is applied to orders placed by agencies and localities outside of the VHEPC Membership. The VHEPC Membership includes VASCUPP schools and VCCS.

3. Question: Reference Section V, Proposal Preparation and Submission, pg. 6, #1. a. Are vendors required to provide duplicated sample products with the eight (8) copies?

Answer: No, duplicate samples are not required.

4. Typo on *Issue Date* on the second page of Request for Proposal. Issue Date should state "February 21, 2024".

Signify receipt of this addendum by initialing "*Addendum #1* _____" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Shanna Devers".

Shanna Devers
Procurement Buyer Senior
Phone: (540-568-3131)

Attachment 1

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

Licensed Institutions

2024-03-06 01:18:13 PM

WKG Global Enterprises Inc. dba A **Date Licensed**
Logo For You

George Mason University (GMU)

George Mason University 11/18

James Madison University Foundation (JMU)

James Madison University Foundation 09/18

Old Dominion University (ODU)

Old Dominion University 08/07

William & Mary-College of (WMR)

College of William & Mary 09/15

Old Dominion University - Promotional/Premium
(PROMO-ODU)

Old Dominion University 06/17

A LOGO FOR YOU



100 Stafford Court Williamsburg, VA 23185 (757) 220-9259

: 4294

Date : 3/6/24

Completion Date:

Name	Salesperson	Email
Regina Kenerley	Regina Kenerley	rkenerley@kernergroup.com
Kenerley, Regina 100 Stafford Court Williamsburg, VA 23185		Phone (757) 220-9259
		Fax (757) 220-6717
		Quote Category VASCUPP

Qty	Part Number	Color	Description	Youth Adult	s S	m M	lg LG	xl XL	XXL	Other	Unit Price	Total Price
500	11CAFEMG	White	11 oz Cafe Mug Ceramic							500	3.00	1,500.00
List price is \$3.00 each, 10% Discounted price is \$2.70 each												
1	10% Discount		10% VASCUPP Discount Applies to item - 11CAFEMG - 11 oz Cafe Mug Ceramic, White							1	-150.00	-150.00

Subtotal	1,350.00
Sales Tax	94.50
Shipping	
Total	1,444.50

Note:

This quote is valid for 30 days.

WKG Global Enterprises, Inc. dba A Logo For You, (Tax ID [REDACTED])

A Logo For You reserves the right to add special terms and conditions specific to all VASCUPP quotes pursuant to the final agreed upon terms and conditions.

ATTACHMENT 3

Authorized By: Signature

Printed Name

Title

Date

Report Date: 3/19/2024

Page # 1/1

A LOGO FOR YOU



100 Stafford Court Williamsburg, VA 23185 (757) 220-9259

Invoice: 43454

Date Ordered: 3/6/24

Date Invoiced:

Date Due:

Ordered By	Phone	Fax	Email
Regina Kenerley	(757) 220-9259	(757) 220-6717	rkenerley@kernergroup.com

KENERLEY, REGINA
100 STAFFORD COURT
WILLIAMSBURG, VA 23185

SHIP TO:
KENERLEY, REGINA
100 STAFFORD COURT
WILLIAMSBURG, VA 23185

Customer #	PO Number	Terms	Salesperson	Ship Method
1115	PO123-456789	Net 30	Regina Kenerley	Pick Up

Qty	Part Number	Color	Description	Y	s	m	lg	xl			Unit Price	Total Price
				Adult	S	M	LG	XL	XXL	Other		
1	ASISetup		ASI Setup Fee							1	25.00	25.00
1	ASISetup		ASI Proof Fee							1	10.00	10.00
500	11CAFEMG	White	11 oz Cafe Mug Ceramic							500	3.00	1,500.00
1	10% Discount		10% VASCUPP Discount Applies to item - 11CAFEMG - 11 oz Cafe Mug Ceramic, White							1	-150.00	-150.00

Subtotal	1,385.00
Sales Tax	95.20
Shipping	
Total	1,480.20
Paid	
Balance	1,480.20

Note:

PROMOTIONAL PRODUCT ORDERS - Payments shall be may to Contractor, WKG Global Enterprises, Inc. dba A Logo For You, (Tax ID [REDACTED]) in accordance with the Code of Virginia, § 2.2-4347 through 2.2-4354, Prompt Payment Act. Defective, broken, damaged or missing items must be reported to A Logo For You via email, alogo@alogoforyou.com, within 10 calendar days of delivery.





ATTACHMENT 5



ATTACHMENT 6

A LOGO FOR YOU



100 Stafford Court Williamsburg, VA 23185 (757) 220-9259

: 4295

Date : 3/6/24

Completion Date:

Name	Salesperson	Email
Regina Kenerley	Regina Kenerley	rkenerley@kernergroup.com
Kenerley, Regina 100 Stafford Court Williamsburg, VA 23185		Phone (757) 220-9259
		Fax (757) 220-6717
		Quote Category VASCUPP

Qty	Part Number	Color	Description	Youth Adult	s S	m M	lg LG	xl XL	XXL	Other	Unit Price	Total Price
12	K500	Navy	Port Authority Silk Touch Polo		3	3	3	3			30.48	365.76
List price is \$30.48 each, 9.51% Discounted price is \$27.59 each												
1	9.5% Discount		9.5% VASCUPP Discount Applies to item - K500 - Port Authority Silk Touch Polo, Navy							1	-34.75	-34.75

Subtotal	331.01
Sales Tax	23.17
Shipping	
Total	354.18

Note:

This quote is valid for 30 days.

WKG Global Enterprises, Inc. dba A Logo For You, (Tax ID [REDACTED])

A Logo For You reserves the right to add special terms and conditions specific to all VASCUPP quotes pursuant to the final agreed upon terms and conditions.

ATTACHMENT 7

Authorized By: Signature	Printed Name	Title	Date
--------------------------	--------------	-------	------

A LOGO FOR YOU



100 Stafford Court Williamsburg, VA 23185 (757) 220-9259

Invoice: 43455

Date Ordered: 3/6/24

Date Invoiced:

Date Due:

Ordered By	Phone	Fax	Email
Regina Kenerley	(757) 220-9259	(757) 220-6717	rkenerley@kernergroup.com

KENERLEY, REGINA
100 STAFFORD COURT
WILLIAMSBURG, VA 23185

SHIP TO:
KENERLEY, REGINA
100 STAFFORD COURT
WILLIAMSBURG, VA 23185

Customer #	PO Number	Terms	Salesperson	Ship Method
1115	PO 123-AB	COD	Regina Kenerley	Pick Up

Qty	Part Number	Color	Description	Youth	s	m	lg	xl	Unit Price	Total Price
				Adult	S	M	LG	XL		
12	K500	Navy	Port Authority Silk Touch Polo		3	3	3	3	30.48	365.76
List price is \$30.48 each, 9.51% Discounted price is \$27.59 each										
1	9.5% Discount		9.5% VASCUPP Discount Applies to item - K500 - Port Authority Silk Touch Polo, Navy						-34.75	-34.75

Subtotal	331.01
Sales Tax	23.17
Shipping	
Total	354.18
Paid	
Balance	354.18

Note:

EMBROIDERY ORDERS - Payments shall be may to Contractor, WKG Global Enterprises, Inc. dba A Logo For You, (Tax ID [REDACTED]) in accordance with the Code of Virginia, § 2.2 -4347 through 2.2-4354, Prompt Payment Act. Defective, broken, damaged or missing items must be reported to A Logo For You via email, alogo@alogoforyou.com, within 10 calendar days of delivery.





A Logo For You

100 Stafford Court, Williamsburg, VA 23185

Executive Summary

WKG Global Enterprises, Inc.
dba A Logo For You

EIN: [REDACTED]
D-U-N-S: [REDACTED]
VASCUPP: UCPJMU5254

CLASSIFICATION:
SWaM – Small & MICRO

eVA: 714952
Vendor # VS0000198054
Ariba Registered

GMU, JMU, ODU,
W&M - CLC Licensed

CAGE Code:
7BLY8

NAICS Codes:
314999
424310 323113
541890 424330
448190 812990

SIC Codes:
2395 2261
2262 2759
2893 5131
5632 5699
5199 2396

NIGP Codes:
96278
96684 25528
96233 96628
66554 03752
20010 20016
20026 20034
20070 20074
20092 20119
20120 20130

Please call for additional information.

Phone: 757-220-9259 Fax: 757-220-6717

Email: alogo@alogoforyou.com
Website: www.alogoforyou.com

A Logo For You has been providing top quality *Custom Embroidery & Screen Printing Services and Promotional Products* since 1987.

**Embroidery • Screen Printing • Web Stores
Promotional Products • Laser Engraving • Trophies & Awards**

A few customers you may be familiar with:

**Busch Gardens Colonial Williamsburg Newport News Shipbuilding
Old Dominion University William & Mary George Mason University**

We have access to thousands of products and can help you come up with *new* and *innovative* ideas for any event, any budget.

**T-Shirts Jackets Sweatshirts Polos Hats Trophies
Tote Bags Water Bottles Towels Pens & Pencils**

Offering hundreds of *trusted* brands:

**Adams Brooks Brothers Dickies Carhartt Gildan Hanes
Comfort Colors Jerzees Bella Canvas Tervis Tumbler North Face**

Our experienced, *in house production* staff is capable of handling all of your promotional item needs; large or small orders, decorated or blank apparel, sizes up to **10XL**, standard or **RUSH** services, local and *overseas shipping!* We've got you covered.

Casual Shirts, Dress Shirts & Blouses, Visors, Sweaters, Rainwear & Windshirts, Uniform & Workwear, Baby, Children, & Youth, Fleece & Sportswear, Varsity & Cheer Jackets, Blankets, Aprons & Robes, Duffels, Totes & Backpacks, Patches & Badges, Shorts, Spirit Wear, Mugs, Cups, Glasses, Plaques, Awards & Incentives, Executive Gifts, Tradeshow Items, Koozies, Novelties, Giveaways, Tools & Flashlights, Table Covers, Chairs and so much more!

Purchasing Information: We accept cash, check, credit cards, purchase orders, ACH/EFT payments and participate in Paymode-X.

ATTACHMENT 9

Let Us Help You – Make A Lasting Impression

WKG GLOBAL ENTERPRISES, INC.

Unique Entity ID
PFDQL5B41VJ1

Certification Validity From:
Wed Oct 18 16:15:19 EDT 2023

Purpose of Registration
All Awards

CAGE/NCAGE
7BLY8

Certification Validity To:
Thu Oct 17 16:15:19 EDT 2024

CERTIFICATION

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, **Amy Hansen**, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent **WKG GLOBAL ENTERPRISES, INC.** in any of these representations or certifications to the Government.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with:

- FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with
- FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

READ ONLY PROVISIONS

FAR 52.203-11
Sep 2007

Certification and Disclosure Regarding Payments to Influence
Certain Federal Transactions

(a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby

ATTACHMENT 10

incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

FAR 52.203-18

JAN 2017

Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

As prescribed in 3.909-3(a), insert the following provision: Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

(a) Definition. Internal confidentiality agreement or statement, subcontract, and subcontractor, as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements

prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

FAR 52.222-38

Feb 2016

Compliance with Veterans' Employment Reporting Requirements

As prescribed in 22.1310 (c), insert the following provision:

COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING
REQUIREMENTS (Feb 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of Provision)

FAR 52.222-56

Oct 2020

Certification Regarding Trafficking in Persons Compliance Plan

As prescribed in 22.1705(b), insert the following provision:

CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN
(Oct 2020)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating

Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$550,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of Provision)

FAR 52.223-1

May 2012

Biobased Product Certification

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)

FAR 52.225-20

Aug 2009

Prohibition on Conducting Restricted Business Operations in

Sudan-Certification

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

FAR 52.225-25

Jun 2020

Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

(a) Definitions. As used in this provision-

"Person"

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the

government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

FAR 52.227-6

Apr 1984

Royalty Information (Alternate I)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or

other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

ALTERNATE I (APR 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(End of Provision)

DFARS
252.225-7031
JUN 2005

Secondary Arab Boycott of Israel.

As prescribed in 225.7605, use the following provision:
SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision-

(1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any

permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of Provision)

DFARS

252.225-7042

APR 2003

Authorization to Perform.

As prescribed in 225.1103(3), use the following provision:

AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of Provision)

DFARS

252.225-7050

Sep 2021

Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (SEP 2021)

(a) Definitions. As used in this provision-

"Government of a country that is a state sponsor of terrorism" includes the state and the government of a country that is a state sponsor of terrorism, as well as any political subdivision, agency, or instrumentality thereof. "Significant interest" means-

(1) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(2) Holding a management position in the firm, such as a director or officer;

(3) Ability to control or influence the election,

appointment, or tenure of directors or officers in the firm;

(4) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(5) Holding 50 percent or more of the indebtedness of a firm.

"State sponsor of terrorism" means a country determined by the Secretary of State, under section 1754(c)(1)(A

(i) of the Export Control Reform Act of 2018 (Title XVII, Subtitle B, of the National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include: Iran, North Korea, Sudan, and Syria.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in-

(1) The firm;

(2) A subsidiary of the firm; or

(3) Any other firm that owns or controls the firm.

(c) Representation. Unless the Offeror submits with its offer the disclosure required in paragraph (d) of this provision, the Offeror represents, by submission of its offer, that the government of a country that is a state sponsor of terrorism does not own or control a significant interest in-

(1) The Offeror;

(2) A subsidiary of the Offeror; or

(3) Any other firm that owns or controls the Offeror.

(d) Disclosure.

(1) The Offeror shall disclose in an attachment to its offer if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in the Offeror; a subsidiary of the Offeror; or any other firm that owns or controls the Offeror.

(2) The disclosure shall include-

(i) Identification of each government holding a significant interest; and

(ii) A description of the significant interest held by each government.

(End of Provision)

DFARS

252.229-7013

APR 2012

Tax Exemptions (Spain)-Representation.

As prescribed in 229.402-70(e), use the following provision:

TAX EXEMPTIONS (SPAIN)-REPRESENTATION (APR 2012)

(a) Exemptions. In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the resultant contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the excise, luxury, and transaction taxes listed in paragraph (b) of the clause DFARS 252.229-7005, Tax Exemptions (Spain).

(b) Representation. By submission of its offer, the offeror represents that the offered price, including the prices of subcontracts to be awarded under the contract, does not include the taxes identified herein, or any other taxes from which the United States Government is exempt.

(End of Provision)

PROVISIONS POPULATED BASED ON REGISTRATION DATA

FAR 52.203-2

Apr 1985

Certificate of Independent Price Determination

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer

for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Christopher N. Kerner, President; Regina Kenerley, General Manager;**

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

FAR 52.204-3

Oct 1998

Taxpayer Identification

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection

requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

* ☒ TIN on file.

* ☐ TIN has been applied for.

* TIN is not required because:

* ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* ☐ Offeror is an agency or instrumentality of a foreign government;

* ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

* ☐ sole proprietorship;

* ☐ Partnership;

* ☒ Corporate entity (not tax-exempt);

* ☐ Corporate entity (tax-exempt);

* ☐ Government entity (Federal, State, or local);

* ☐ Foreign government;

* ☐ International organization per 26 CFR 1.6049-4;

* ☐ Other **(blank)**

(f) Common parent.

* ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. Name and TIN of common parent: Name: **(blank)**

TIN: **(blank)**

(End of Provision)

FAR 52.204-5

Oct 2014

Women-Owned Business (Other Than Small Business)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one

or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

(End of Provision)

FAR 52.204-17

Aug 2020

Ownership or Control of Offeror

(a) Definition. As used in this provision--

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it **✗ DOES NOT** have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.*

(c) If the Offeror indicates "has" in paragraph (b) of this provision,

enter the following information:

Immediate owner CAGE code: **(blank)**

Immediate owner legal name: **(blank)**

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity? ☐ Yes

☐ No

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: **(blank)**

Highest-level owner legal name: **(blank)**

(Do not use a "doing business as" name)

(End of Provision)

FAR 52.204-20

Aug 2020

Predecessor of Offeror

(a) Definitions. As used in this provision--

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it **✗ IS NOT** a successor to a predecessor that held a Federal contract or grant within the last three

years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: **(blank)**

(or mark "Unknown").

Predecessor legal name: **(blank)**

(Do not use a "doing business as" name)

(End of Provision)

FAR 52.204-26

Oct 2020

Covered Telecommunications Equipment or Services - Representation

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(c)

(1) Representation. The Offeror represents that it **✗ DOES NOT** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it, **✗ DOES NOT** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

FAR 52.209-2

Nov 2015

Prohibition on Contracting with Inverted Domestic Corporations- Representation

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations

(52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. the offeror represents that-

- (1) It **✗ IS NOT** an inverted domestic corporation; and
- (2) It **✗ IS NOT** a subsidiary of an inverted domestic corporation.

(End of Provision)

FAR 52.209-5

Aug 2020

Certification Regarding Responsibility Matters

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) **✗ ARE NOT** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **✗ HAVE NOT**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) **✗ ARE NOT** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) **✗ HAVE NOT**, within a three-year period

preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples:


(i) The taxpayer has received a statutory notice of deficiency, under I.R.C.6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal

to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C.6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).

(ii) The Offeror ,  **HAS NOT**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

FAR 52.209-11

Feb 2016

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It **✖ IS NOT** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It **✖ IS NOT** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

FAR 52.212-3

Dec 2022

Offeror Representations and Certifications - Commercial Products and Commercial Services

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.212-3(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.212-3(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certifications electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision-

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small

business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be

provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational

materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service - disabled veteran - owned small business concern"

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are

citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or

more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
313220	Narrow Fabric Mills and Schiffli Machine Embroidery		550	Y

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
314999	All Other Miscellaneous Textile Product Mills		550	Y
315990	Apparel Accessories and Other Apparel Manufacturing		600	Y
323113	Commercial Screen Printing		500	Y
332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers		600	Y
424310	Piece Goods, Notions, and Other Dry Goods Merchant Wholesalers		500	Y
541430	Graphic Design Services		\$9,000,000	Y
541890	Other Services Related to Advertising		\$19,000,000	Y
812990	All Other Personal Services		\$15,000,000	Y

(1) Small business concern. The offeror represents as part of its offer that-

(i) It ☒ **IS** , a small business concern; or

(ii) It , ☒ **IS NOT** a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b).

[The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it , ☒ **IS NOT** a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that-

(i) It , ☒ **IS NOT** a service-disabled veteran-owned small business concern; or

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2).

[The offeror shall enter the name and unique entity identifier of each party to the joint venture: .] Each service disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☒ **IS** , a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it , ☒ **IS NOT** a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR

127.506(a) through (c).

[The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State Eligible Labor Surplus: **(blank)** Civil Jurisdictions Included: **(blank)**

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer, that-

(i) It ☒ **IS NOT** a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ☒ **IS NOT** a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☒ **HAS NOT** participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☒ **HAS NOT** filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☒ **HAS DEVELOPED AND HAS ON FILE**, It at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product and that each domestic end product listed in paragraph

(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part25.

(f)

(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part25.

(g)

(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or

(iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph

(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item,"

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If

Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products
(Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products: **(blank)**
[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products: **(blank)**
[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line

items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(1)

(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item,"

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan,

Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products: **(blank)**

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products: **(blank)**

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(g)

(1)

(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,"
"commercially available off-the-shelf (COTS) item,"

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act

Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products: **(blank)**
[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products: **(blank)**
[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) **✖ ARE NOT** presently debarred, suspended, proposed for

debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) **✖ HAVE NOT**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) **✖ ARE NOT** presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) **✖ HAVE NOT** within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples:

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C.6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C.6320 entitling

the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C.6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under II U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, Cambodia, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan

Listed End Product	Listed Countries of Origin
Cassiterite (tin ore)	Democratic Republic of the Congo
Cattle	South Sudan
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of the Congo
Cotton	Benin, Burkina Faso, China, Tajikistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embellished Textiles	India, Nepal
Fish (Including Talapia)	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of the Congo

Listed End Product	Listed Countries of Origin
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite (tungsten ore)	Democratic Republic of the Congo

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) ☒ The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or

indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

FSC Code	In/Outside US
8445	US
6532	US
8475	US
8440	US
8415	US
8315	US

(1) ☒ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☒ **DOES NOT** certify that __

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror , **✖ DOES NOT** certify that ____

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies ____

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).
(Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

* ☒ TIN on file.

* ☐ TIN has been applied for.

* TIN is not required because:

* ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* ☐ Offeror is an agency or instrumentality of a foreign government;

* ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

* ☐ sole proprietorship;

* ☐ Partnership;

* ☒ Corporate entity (not tax-exempt);

* ☐ Corporate entity (tax-exempt);

* ☐ Government entity (Federal, State, or local);

* ☐ Foreign government;

* ☐ International organization per 26 CFR 1.6049-4;

* ☐ Other **(blank)**

(5) Common parent.

* ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* ☐ Name: **(blank)**

TIN: **(blank)**

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated

(or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. the offeror represents that-

(i) It ~~IS~~ **IS NOT** an inverted domestic corporation; and

(ii) It ~~IS~~ **IS NOT** a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)

(1) The Offeror represents that it **✖ DOES NOT** have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.*

(2) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: **(blank)**

Immediate owner legal name: **(blank)**

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity? ☐

Yes ☐ No

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____

Highest-level owner legal name: **(blank)**

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L.113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It ☒ **IS NOT** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It ☒ **IS NOT** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☒ **IS NOT** a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years(if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: **(blank)**

(or mark "Unknown").

Predecessor legal name: **(blank)**

(Do not use a "doing business as" name)

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(blank)

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services - Representation. Section 889(a)(1) and Section 889(a)(1)(B) of Public Law

115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that-

(i) It **✗ DOES NOT** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it, **✗ DOES NOT** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

Alternate I (Oct 2014)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(End of Provision)

FAR 52.214-14

Apr 1985

Place of Performance-Sealed Bidding

(a) The bidder, in the performance of any contract resulting from this solicitation, **✗ DOES NOT INTEND** [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:
Name and Address of Owner and Operator of the Plant or Facility if
Other than Bidder

FAR 52.215-6

Oct 1997

Place of Performance

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **✗ DOES NOT INTEND** [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if
Other than Bidder

(End of Provision)

FAR 52.219-1

MAR 2023

Small Business Program Representations

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

(a) Definitions. As used in this provision-

"Economically disadvantaged women owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or

more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.*
- (2) The small business size standard is See Note.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-
 - (i) Is set aside for small business and has a value above the simplified acquisition threshold;
 - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
 - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-

owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations

NAICS Code	Name	NAICS Exception	Size Standard	Small Business
313220	Narrow Fabric Mills and Schiffli Machine Embroidery		550	Y
314999	All Other Miscellaneous Textile Product Mills		550	Y
315990	Apparel Accessories and Other Apparel Manufacturing		600	Y
323113	Commercial Screen Printing		500	Y
332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers		600	Y
424310	Piece Goods, Notions, and Other Dry Goods Merchant Wholesalers		500	Y
541430	Graphic Design		\$9,000,000	Y

NAICS Code	Name	NAICS Exception	Size Standard	Small Business
Services				
Other Services				
541890	Related to Advertising		\$19,000,000	Y
All Other				
812990	Personal Services		\$15,000,000	Y

(1) The offeror represents as part of its offer that-

(i) It ☒ **IS** , a small business concern; or

(ii) It , ☒ **IS NOT** a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☒ **IS** , a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it , ☒ **IS NOT** a women-owned small business concern. (See Below)

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it , ☒ **IS NOT** a veteran-

owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a service-disabled veteran-owned small business concern; or

(ii) It ☐ is, ☐ is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It , ☒ **IS NOT** a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It , ☒ **IS NOT** a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Sept 2015)

As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

Alternate II (MAR 2023)

As prescribed in 19.309(a)(3), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size Standard
------------	---------------

[Contracting Officer to insert NAICS codes and size standards].

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

Representations.

(1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

NAICS Code	Small Business Concern (Yes/No)
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[Contracting Officer to insert NAICS codes.]

(End of Provision)

FAR 52.219-2

Oct 1995

Equal Low Bids

- (a) This provision applies to small business concerns only
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.
- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

FAR 52.222-18

Feb 2021

Certification Regarding Knowledge of Child Labor for Listed End Products

- (a) Definition:
 - "Forced or indentured child labor" means all work or service-
 - (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- (b) Listed end products. The following end product(s) being acquired

under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, Cambodia, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cassiterite (tin ore)	Democratic Republic of the Congo
Cattle	South Sudan
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of the Congo
Cotton	Benin, Burkina Faso, China, Tajikistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embellished Textiles	India, Nepal

Listed End Product	Listed Countries of Origin
Fish (Including Talapia)	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of the Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite (tungsten ore)	Democratic Republic of the Congo

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

- (1) ☒ The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) ☐ The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

FAR 52.222-22

Feb 1999

Previous Contracts and Compliance Reports

The offeror represents that-

- (a) It ☒ **HAS NOT** participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ☒ **HAS NOT** filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

FAR 52.222-25

Apr 1984

Affirmative Action Compliance

The offeror represents that-

- (a) It ☒ **HAS DEVELOPED AND HAS ON FILE**, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

FAR 52.222-48

May 2014

Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

- (a) The offeror shall check the following certification:
Certification

The offeror ☒ **DOES NOT CERTIFY** that -

- (1) The items of equipment to be serviced under this contract

are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to

Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

FAR 52.222-52
May 2014

Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

(a) The offeror shall check the following certification:

Certification

The offeror  **DOES NOT** certify that -

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under

the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

FAR 52.223-4

May 2008

Recovered Material Certification

WKG GLOBAL ENTERPRISES, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.223-9

May 2008

Estimate of Percentage of Recovered Material Content for EPA-

Designated Items (Alternate I)

WKG GLOBAL ENTERPRISES, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.223-22

Dec 2016

Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation

As prescribed in 23.804(b), insert the following provision:
Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (Dec 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(blank)

(End of Provision)

Buy American Certificate

(a)

"no".

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(b) Foreign End Products: **(blank)**

(4) The terms "commercially available off-the-shelf (COTS) item,"

(c) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of Provision)

Buy American-Free Trade Agreements-Israeli Trade Act Certificate

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) or (c)(1) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(2) of this provision contains a critical component.

(2) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item,"

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products: **(blank)**

[List as necessary]

(c)

"no".

Other Foreign End Products: **(blank)**

[List as necessary]

(2) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Alternate I [Reserved]

Alternate II (DEC 2022)

As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled

"Buy American—Free Trade Agreements—Israeli Trade Act—Balance of Payments Program":

Israeli End Products:

[List as necessary]

Alternate III (Feb 2021)

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

[List as necessary]

(End of Provision)

FAR 52.225-6

Feb 2021

Trade Agreements Certificate

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products: **(blank)**

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

FAR 52.226-2

Oct 2014

Historically Black College or University and Minority Institution Representation

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-

✗ **IS NOT** a historically black college or university;

✗ **IS NOT** a minority institution.

(End of Provision)

FAR 52.227-15

Dec 2007

Representation of Limited Rights Data and Restricted Computer Software

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of

limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-

(1) ☒ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or

(2) ☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision)

DFARS
252.204-7016
DEC 2019

Covered Defense Telecommunications Equipment or Services-Representation

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (Dec 2019)

(a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services."

(c) Representation. The Offeror represents that it **✗ DOES NOT** provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

DFARS
252.209-7002
JUN 2010

Disclosure of Ownership or Control by a Foreign Government.

As prescribed in 209.104-70(b), use the following provision:

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
(JUN 2010)

(a) Definitions. As used in this provision-

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"-

(i) Means-

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means-

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign

government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name:

Phone Number: **(blank)** ext:

International Number: **(blank)**

Name and Address of Offeror

WKG GLOBAL ENTERPRISES, INC.

(Doing Business As: **WKG GLOBAL ENTERPRISES INC**)

100 STAFFORD CT

WILLIAMSBURG, VA

23185, UNITED STATES

(End of Provision)

DFARS

252.216-7008

MAR 2012

Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government-Representation.

As prescribed in 216.203-4-70(c)(2), use the following provision:

ECONOMIC PRICE ADJUSTMENT-WAGE RATES OR MATERIAL PRICES

CONTROLLED BY A FOREIGN GOVERNMENT-REPRESENTATION (MAR 2012)

(a) By submission of its offer, the offeror represents that the prices set forth in this offer-

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of **(blank)** ; and

(2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

(End of Provision)

DFARS

252.225-7000

NOV 2014

Buy American--Balance of Payments Program Certificate.

As prescribed in 225.1101(1), use one of the following provisions:Basic.

As prescribed in 225.1101(1)(i), use the following provision:

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE -BASIC (NOV 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products: **(blank)**

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":
(blank)

ALTERNATE I (NOV 2014)

As prescribed in 225.1101(1)(ii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a), and replaces "qualifying country end products" in paragraphs (b)(2) and (c)(2) with "qualifying country end products or SC/CASA state end products":

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE I (NOV 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program-Alternate I clause of this solicitation.

Evaluation. The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

Certifications and identification of country of origin.

- (1) For all line items subject to the Buy American and Balance of Payments Program- Alternate I clause of this solicitation, the offeror certifies that-
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
 - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products: **(blank)**
- (3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product": **(blank)**

(End of Provision)

DFARS

252.225-7020

NOV 2014

Trade Agreements Certificate

As prescribed in 225.1101(5), use one of the following provisions:
Basic. As prescribed in 225.1101(5)(i), use the following provision:
TRADE AGREEMENTS CERTIFICATE-BASIC (NOV 2014)

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements-Basic clause of this solicitation.

(b) Evaluation. The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless-
 - (i) There are no offers of such end products;
 - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements-Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products: **(blank)**

ALTERNATE I (OCT 2014)

As prescribed in 225.1101(5)(ii), use the following provision, which uses different paragraphs (a), (b)(2), and (c) than the basic clause:

TRADE AGREEMENTS CERTIFICATE-ALTERNATE I (NOV 2014)

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "U.S.-made end product," as used in this provision, have the meanings given in the Trade Agreements-Alternate I clause of this solicitation.

Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, SC/CASA state, or designated country end products unless-

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted

Certifications and identification of country of origin.

(1) For all line items subject to the Trade Agreements-Alternate I clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2)(ii) of this provision, is a U.S.-made, qualifying country, SC/CASA state, or designated country end product.

(2)

(i) The following supplies are SC/CASA state end products: **(blank)**

(ii) The following are other nondesignated country end products": **(blank)**

(End of Provision)

Program Certificate (Alternate I, II, III, IV & V)

As prescribed in 225.1101(9), use one of the following provisions:

Basic. As prescribed in 225.1101(9)(i), use the following provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS
PROGRAM CERTIFICATE-BASIC (NOV 2014)

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American-Free Trade Agreements- Balance of Payments Program-Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act-Free Trade Agreements-Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products: **(blank)**

(ii) The offeror certifies that the following supplies are

Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:
(blank)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product": **(blank)**

ALTERNATE I (OCT 2013)

As prescribed in 225.1101(9)(ii), use the following provision, which uses "Canadian end product" in paragraph (a), rather than the phrases "Bahrainian end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Moroccan end product," "Panamanian end product," and "Peruvian end products" in paragraph (a) of the basic provision; uses "Canadian end products" in paragraphs (b)(2) and (c)(2)(i), rather than "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision; and does not use "Australian or" in paragraph (c)(2)(i):

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE- ALTERNATE I (NOV 2014)

(a) Definitions. "Canadian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate I clause of this solicitation.

Evaluation. The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate I clause of this solicitation, will evaluate offers of qualifying country end products or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

Certifications and identification of country of origin.

- (1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate I clause of this solicitation, the offeror certifies that-
 - (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products: **(blank)**

(ii) The offeror certifies that the following supplies are Canadian end products: **(blank)**

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product": **(blank)**

ALTERNATE II (NOV 2012)

As prescribed in 225.1101(9)

(iii) , use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" to paragraph (a), and uses different paragraphs (b)(2) and (c)(2)(i) than the basic provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-
-ALTERNATE II (NOV 2014)

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate II clause of this solicitation.

Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate II clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate II clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products: **(blank)**

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products: **(blank)**

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product": **(blank)**

ALTERNATE III (JUN 2012)

As prescribed in 225.1101(9)

(iv) , use the following provision, which uses different paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) than the basic provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-
-ALTERNATE III (NOV 2014)

(a) Definitions. "Canadian end product," "commercially available off-the-shelf (COTS) item," "domestic end product," "foreign end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate III clause of this solicitation.

Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate III clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate III clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) or SC/CASA state end products: **(blank)**

(ii) The offeror certifies that the following supplies are Free Trade Agreement country

end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products: **(blank)**

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product": **(blank)**

ALTERNATE IV (NOV 2012)

As prescribed in 225.1101(9)

(v) , use the following provision, which adds "Korean end product" to paragraph (a) and uses "Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii), rather than "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-
-ALTERNATE IV (NOV 2014)

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Korean end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate IV clause of this solicitation.

Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate IV clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate IV clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except

Australian or Canadian) end products: **(blank)**

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products: **(blank)**

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product": **(blank)**

ALTERNATE V (NOV 2012)

As prescribed in 225.1101(9)

(vi) , use the following provision, which uses different paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) than the basic provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-
-ALTERNATE V (NOV 2014)

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Korean end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American Act-Free Trade Agreements-Balance of Payments Program-Alternate V clause of this solicitation.

Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate V clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate V clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products: **(blank)**

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products: **(blank)**

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product": **(blank)**

(End of Provision)

DFARS
252.225-7049
Oct 2015

**Prohibition on Acquisition of Commercial Satellite Services From
Certain Foreign Entities-Representations**

As prescribed in 225.772-5, use the following provision:

PROHIBITION ON ACQUISITION OF COMMERCIAL SATELLITE SERVICES FROM
CERTAIN FOREIGN ENTITIES--REPRESENTATIONS (Oct 2015)

(a) Definitions. As used in this provision--

"Covered foreign country" means-

- (i) The People's Republic of China;
- (ii) North Korea; or
- (iii) Any country that is a state sponsor of terrorism. (10 U.S.C. 2279)

"Foreign entity" means-

- (i) Any branch, partnership, group or sub-group, association, estate, trust, corporation or division of a corporation, or organization organized under the laws of a foreign state if either its principal place of business is outside the United States or its equity securities are primarily traded on one or more foreign exchanges.
- (ii) Notwithstanding paragraph (i) of this definition, any branch, partnership, group or sub-group, association, estate, trust, corporation or division of a corporation, or organization that demonstrates that a majority of the equity interest in such entity is ultimately owned by U.S. nationals is not a foreign entity. (31 CFR 800.212)

"Government of a covered foreign country" includes the state and the government of a covered foreign country, as well as any political subdivision, agency, or instrumentality thereof.

"Satellite services" means communications capabilities that utilize an on-orbit satellite for transmitting the signal from one location to another.

"State sponsor of terrorism" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export

Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism subject to this provision are Iran, Sudan, and Syria. (10 U.S.C. 2327)

(b) Prohibition on award. In accordance with 10 U.S.C. 2279, unless an exception is determined to apply in accordance with DFARS 225.772-4, no contract for commercial satellite services may be awarded to-

(1) A foreign entity if the Under Secretary of Defense for Acquisition, Technology, and Logistics or the Under Secretary of Defense for Policy reasonably believes that the foreign entity-

(i) Is an entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations; or

(ii) Plans to, or is expected to, provide or use launch or other satellite services under the contract from a covered foreign country; or

(2) An offeror that is offering to provide the commercial satellite services of a foreign entity as described in paragraph (b)(1) of this section.

(c) Representations. The Offeror represents that-

(1) It **✗ IS NOT** a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations;

(2) It **✗ IS NOT** a foreign entity that plans to provide or use launch or other satellite services under the contract from a covered foreign country;

(3) It **✗ IS NOT** offering commercial satellite services provided by a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations; and

(4) It **✗ IS NOT** offering commercial satellite services provided by a foreign entity that plans to or is expected to provide or use launch or other satellite services under the contract from a covered foreign country.

(d) Disclosure. If the Offeror has responded affirmatively to any of the above representations, provide the following information, as applicable:

(1) Identification of the foreign entity proposed to provide the commercial satellite services, if other than the Offeror.

(2) To the extent practicable, a description of any ownership

interest that the government of a covered foreign country has in the foreign entity proposed to provide the satellite services, including identification of the covered foreign country.

(3) Identification of any covered foreign country in which launch or other satellite services will be provided or used, and a description of any satellite services planned to be provided or used in that country.

(e) The representations in paragraph (c) of this provision are a material representation of fact upon which reliance will be placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

DFARS
252.226-7002
DEC 2019

Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

As prescribed in 226.7203, use the following provision:
REPRESENTATION FOR DEMONSTRATION PROJECT FOR CONTRACTORS EMPLOYING PERSONS WITH DISABILITIES (DEC 2019)

(End of Provision)

DFARS
252.232-7015
DEC 2022

Performance-Based Payments—Representation.

As prescribed in 232.1005-70 (b), use the following provision:
PERFORMANCE-BASED PAYMENTS—REPRESENTATION (DEC 2022)

(End of Provision)

DFARS
252.247-7022
AUG 1992

Representation of Extent of Transportation by Sea.

As prescribed in 247.573(a), use the following provision:
REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this

solicitation.

☒ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)



March 21, 2024

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# SLD-1200**
Dated: **February 21, 2024**
Commodity: Promotional Items and Imprinting Services
RFP Closing On: ~~March 27, 2024 at 2:00 p.m.~~
April 4, 2024 at 2:00 p.m.

Please note the clarifications and/or changes made on this proposal program:

James Madison University has chosen to extend this solicitation closing date. The Request for Proposal will now close on Thursday, April 4, 2024 at 2:00 PM.

Signify receipt of this addendum by initialing "*Addendum #2* _____" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Shanna Devers". The signature is fluid and cursive.

Shanna Devers
Procurement Buyer Senior
Phone: (540-568-3131)

ATTACHMENT 11

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax



Request for Proposal

RFP# SLD-1200

Promotional Items and Imprinting Services

February 21, 2024



REQUEST FOR PROPOSAL

RFP# SLD-1200

Issue Date: February 20, 2024

Title: Promotional Items and Imprinting Services

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through Two Years with Four (4) Additional Two (2) Year Renewal Options.

Sealed Proposals Will Be Received Until 2:00 PM on March 27, 2024 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Shanna Devers, Buyer Senior, Procurement Services, deverssl@jmu.edu; 540-568-3131; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY *IF MINORITY*: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

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

REQUEST FOR PROPOSAL

RFP # SLD-1200

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into multiple contracts to provide Promotional Items and Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.) for James Madison University (JMU), an agency of the Commonwealth of Virginia and on behalf of the Virginia Higher Education Procurement Consortium (VHEPC). Initial contract shall be for two (2) years with an option to renew for four (4) additional two-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

JMU regularly purchases a wide variety of promotional items to carry out its mission. These items include, but are not limited, t-shirts, pens, magnets, lanyards, hats, key chains, buttons, mugs, hand sanitizer, and lip balm. 2023 eVA Reports showed approximately \$1.5M in spend for JMU for promotional items and embroidery/screening printing services and multi-million dollar spend across Virginia.

Licensing JMU Trademarks, Logos, Seals, Indicia and Mascot: James Madison University (JMU) has assigned all rights, titles and interest in any trademarks, logos and insignias owned or acquired by the University to the James Madison University Foundation (JMUF). JMUF has established a licensing program to ensure that the public properly identifies and associates JMU on products bearing the institution's marks. Other institutions, agencies, localities, etc. utilizing the resulting contracts may have other licensing requirements other than CLC that vendors would need to adhere.

Any products which carry an approved mark or logo of the University will be covered by the licensing program. Merchandise bearing JMU trademarks and logos are limited to merchandise produced by manufacturers that are officially licensed to produce JMU's marks. Officially licensed manufacturers are licensed and registered by the Foundation's licensing agent, The Collegiate Licensing Company (<https://clc.com/home/get-licensed/>).

Campus organizations seeking to use JMU marks for fundraising projects, club projects, fraternity/sorority endeavors, etc. must first seek initial approval from the Associate Vice President for Business Services and then submit the proposal to a licensed manufacturer or to the JMU Foundation.

The contracts are intended to be **MANDATORY** for James Madison University Departmental end-users. Limited exemptions for certain items and services will be decided by Procurement Services. Multiple contracts shall be awarded with no certain dollar amount. While not "mandatory", other institutions may seek to utilize resulting contracts.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System ("Members"). The mission of VHEPC, by using the collective buying power of its members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives.

The goal of this RFP and the resulting agreements is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members. Further information about VHEPC may be found at the following website: <https://vhepc.org/>

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the 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 businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University desires to partner with contractors to provide quality promotional items and imprinting printing services. Offerors interested in responding to this solicitation may choose one or both areas to respond to under the Statement of Needs section of this RFP. Area A: Promotional Items and Area B: All Imprinting Services. The successful contractor(s) shall furnish goods and services in the area in which they provide a response.

James Madison University reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the University. James Madison University reserves the right to request a quotation from one or more contractors with which the University has a contract.

It is the intent of this RFP to have multiple open award enrollment periods, at the University's option, during the Ten (10) Year Term. The University reserves the right to award to new Selected Firm(s) during these open enrollment periods. Selected Firm(s) pricing and discounts will remain for a period of two years from date of Contract. The University or the Selected Firm(s) may negotiate or re-negotiate pricing or service terms during the renewal period. Selected Firm(s) awarded in subsequent generation(s) will have the same expiration term and pricing requirements as identified in this RFP.

A. Promotional Items

James Madison University desires to partner with contractors to provide quality promotional items. The Contractor shall be an authorized reseller of the promotional items being offered. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from James Madison University personnel. James Madison University shall provide and approve all logo(s) to be used on promotional items.

Contractor shall ensure that all "JMU Identity" guidelines are met when providing requested items. JMU's Official Graphic Standards," including colors, logos, photography, etc. can be found at: <https://www.jmu.edu/identity/index.shtml>

Describe in detail your approach to the following directly under each item and include all associated costs in Section: X Pricing Schedule.

1. Provide the link to your complete electronic catalog containing all available promotional items being offered which includes list price. Provide contract pricing

and/or percentage discount of published list price and quantity discounts in *Section X. Pricing Schedule, A. 1.*

2. Describe ability to customize an electronic catalog for James Madison University.
3. Describe ability to provide electronic proofs. Provide associated costs in *Section X. Pricing Schedule, A. 2.*
4. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with departmental end-users upon request.
5. List all contact information for ordering, invoicing, customer service, etc.
6. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.
7. Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at: <https://clc.com/get-licensed/>
8. Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements.
9. Describe plan for providing pre-production samples (when requested by department) of promotional items with logo. Provide quantity limit and associated costs for samples in *Section X. Pricing Schedule, A. 8.*
10. Provide details of minimum order requirements, if applicable.
11. Describe delivery options, policies, turnaround time, including standard orders, rush orders, and manufacturer orders for delivery. All orders shall be FOB destination. Provide delivery costs in *Section X. Pricing Schedule, A. 3.*
12. Describe process for packaging orders.
13. Describe return and exchange policies. Provide restocking fees and shipping fees for returns/exchanges in *Section X. Pricing Schedule, A. 4.*
14. Describe the process for replacement of defective, broken, or damaged promotional items. Provide associated costs in *Section X. Pricing Schedule, A. 5.*
15. Describe quality control process(s).
16. Provide sample quote showing list price, contract price and percentage off published list price.
17. Describe payment options available.
18. Provide a sample invoice and preferred method of payment.

19. Specify if offeror accepts charge card payments. Provide associated processing fees, if applicable in *Section X. Pricing Schedule, A. 6.*
20. Provide any incentive rebate options or packages.
21. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, A. 7.*

B. Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.)

James Madison University desires to partner with contractor(s) to provide quality Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.). Contractor(s) shall match thread colors and PMS to JMU identity standards, which can be found at <https://www.jmu.edu/identity/our-style/color.shtml> . Contractor(s) must have the capability for multiple color screen printing as well as the ability to embroider. JMU will retain ownership of any design work created for this contract.

1. Describe all Imprinting Services (i.e. Embroidery, Screen Printing, Embossing, Etching, etc.).
2. Provide details of minimum order requirements, if applicable.
3. Provide pricing for embroidery services in *Section X. Pricing Schedule, B. 1.*
4. Provide a complete embroidery pricing guide in *Section X. Pricing Schedule, B. 2.*
5. Provide pricing for screen-printing services in *Section X. Pricing Schedule, B. 3.*
6. Provide a sample of a design for both screen printing and embroidery. Each sample shall be properly tagged or labeled with the name of the offeror. Samples shall be provided at no cost to James Madison University. Samples will not be returned.
7. Describe the process for designing and creating artwork and turnaround time. Provide costs per hour for designing and creating artwork in *Section X. Pricing Schedule, B. 4.*
8. Describe the process for designing print screen and embroidery artwork and turnaround time. Provide costs per hour for designing and artwork in *Section X. Pricing Schedule, B. 5.*
9. Provide the lead time for embroidered products from time of order placement until delivery.
10. Describe the software compatibility your firm requires when clients send art files for imprinting marketing materials or apparel. (*Example: Adobe Creative Cloud*)
11. Describe timeframe for providing adequate sample items, materials, or color swatches. (*i.e. number of days for review at no charge to the University*) Provide associated costs in *Section X. Pricing Schedule, B. 6.*
12. Describe the process for digitizing artwork for logos that will be embroidered. Allow for a minimum of 6,800 stitches for 3 – 4” full filled-in logos.
13. Describe the process for vector artwork for logos that will be screen printed.

14. Describe delivery options, policies, process of delivery costs and freight charges for standard and rush orders. Provide associated costs in *Section X. Pricing Schedule, B. 7.*
15. Describe return policy. Provide associated costs in *Section X. Pricing Schedule, B. 8.*
16. Provide sample quote showing list price, contract price and/or percentage off published list price.
17. Provide sample invoice and preferred method of payment.
18. Provide sample quote showing list price, contract price and percentage off published list price.
19. Describe payment options available.
20. Specify if offeror accepts charge card payments. Provide associated fees, if applicable, in *Section X. Pricing Schedule, B. 10.*
21. Describe ability to provide a local sales representative for James Madison University and/or willingness to meet with department end-users upon request.
22. List all contact information for ordering, invoicing, customer service, etc.
23. Describe experience in working with various departments at educational institutions similar to James Madison University. Include method for collaboration for individual orders.
24. Indicate if your firm is currently licensed through The Collegiate Licensing Company (CLC) for James Madison University. Provide copy of certificate or proof of license. **Firm shall be licensed prior to an award of a contract.** Licensing information can be found at: <https://clc.com/get-licensed/>
25. Awarded contractors may be required to adhere to the trademark and licensing requirements of other institutions, agencies, localities, etc. utilizing the resulting contracts that have licensing requirements other than CLC. Provide a response to your ability to meet these requirements.
26. Describe plan for providing pre-production samples of embroidery and screen printing items. (*i.e. number of days for review at no charge to the university*)
27. Identify any other goods or services being offered including set-up fees. Provide associated costs in *Section X. Pricing Schedule, B. 11.*

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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 James Madison

University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and eight (8) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU 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, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification 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 issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of

the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	15
3. Specific plans or methodology to be used to perform the services	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	20
5. Cost	20
	<u>100</u>

- B. AWARD TO MULTIPLE OFFERORS: Selection shall 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 which,

in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or 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. Should the Commonwealth 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, 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.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- 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 applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, 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://www.jmu.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, sexual orientation, gender identity, 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 the provisions in 1. and 2. below apply:

- 1. During the performance of this 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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, 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 proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. 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.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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. 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.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee.

These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing 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. QUALIFICATIONS OF OFFERORS: The Commonwealth 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 the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth 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 therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency 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 Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. 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.
- Q. 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 (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. **Employer's Liability:** \$100,000

3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. 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.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the 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.
- U. 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 offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 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.

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

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University 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 any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her

agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, 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 Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written

notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	
Name of Purchasing Officer: _____		

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: 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. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive two-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth 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 no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth 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 other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Textile Products and Apparel, Rubber and Plastic, and other related indices. No price increases will be authorized for 360 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing 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.

- H. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty-day period will not be processed for payment.
- I. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- J. PURCHASING REPORTS: The contractor will be requested to provide James Madison University a statement covering the total dollar volume of purchases made under this contract periodically throughout the term of the contract.

- K. COOPERATIVE PURCHASING / 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 related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- L. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-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 SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. 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 contracting agency or institution with every request for payment, evidence of compliance (subject only to

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN 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 agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- M. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- N. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- O. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- P. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- Q. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- R. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- S. DELIVERY NOTIFICATION: The Agency shall be notified 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the name specified on the specific purchase order.
- T. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- U. OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- V. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- W. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however,

remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- X. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- Y. 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 Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- Z. LABOR LAWS: The contractor shall implement procedures to ensure items manufactured for James Madison University shall not be made in factories where any worker is under fifteen years of age *and* no worker is under the age permitted per local law; where forced labor is involved (prison labor, trafficked labor, indentured labor, bonded labor); nor in any factory where corporal punishment or other forms of mental or physical coercion is practiced. As an alternative the contractor may maintain affiliation with the Fair Labor Association through membership at their expense.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

A. Promotional Items

1. The offeror shall provide contract pricing and/or percentage discounts of published list price and quantity discounts. (*Reference Section IV. Statement of Needs, A. 1.*)
2. The offeror shall provide associated costs for electronic proofs. (*Reference Section IV. Statement of Needs, A. 3.*)
3. The offeror shall provide standard, rush order, and manufacturer order delivery costs. (*Reference Section IV. Statement of Needs, A. 11.*)

4. The offeror shall provide associated costs for restocking and shipping of returns/exchanges. *(Reference Section IV. Statement of Needs, A. 13.)*
5. The offeror shall provide associated costs for the replacement of defective, broken, or damaged items. *(Reference Section IV. Statement of Needs, A. 14.)*
6. The offeror shall specify any associated charge card processing fees, if applicable. *(Reference Section IV. Statement of Needs, A. 19.)*
7. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. *(Reference Section IV. Statement of Needs, A. 21.)*
8. The offeror shall provide quantity limits and associated costs for samples of promotional items with logo. *(Reference Section IV. Statement of Needs, A. 9.)*

B. Embroidery and Screen Printing

1. The offeror shall complete the following Embroidery Price List. *(Reference Statement of Needs, Section B.3.)*

Number of Stitches	7 or under	8-14 pieces	15-29 pieces	30-74 pieces	75-149 pieces	150-299 pieces	300-599 pieces	600-999 pieces	1000-4000 pieces
Up to 4000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 5000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 6000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 7000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 8000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 9000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Up to 10000	\$	\$	\$	\$	\$	\$	\$	\$	\$
Each Addtl. 1000 stitches	\$	\$	\$	\$	\$	\$	\$	\$	\$

2. The offeror shall provide a complete pricing guide for embroidery services. (i.e. tape edits, personalization, excessive thread color changes, etc.) *(Reference Statement of Needs, Section B. Number 4)*
3. The offeror shall complete the following table for screen printing services. *(Reference Statement of Needs, Section B. 5.)*

Number of Colors							
Quantity	1	2	3	4	5	6	Each add'l color
1-11	\$	\$	\$	\$	\$	\$	\$
12-23	\$	\$	\$	\$	\$	\$	\$
24-47	\$	\$	\$	\$	\$	\$	\$
48-71	\$	\$	\$	\$	\$	\$	\$
72-143	\$	\$	\$	\$	\$	\$	\$
144-287	\$	\$	\$	\$	\$	\$	\$

288-499	\$	\$	\$	\$	\$	\$	\$
500-999	\$	\$	\$	\$	\$	\$	\$
1,000-1,999	\$	\$	\$	\$	\$	\$	\$
2,000-4,999	\$	\$	\$	\$	\$	\$	\$
5,000-up	\$	\$	\$	\$	\$	\$	\$

4. The offeror shall provide associated costs per hour for designing and creating artwork. *(Reference Statement of Needs, Section B. 7)*
5. The offeror shall provide associated costs per hour for designing print screen and embroidery artwork. *(Reference Statement of Needs, Section B. 8)*
6. The offeror shall provide associated costs for sample items, material, or color swatches. *(Reference Statement of Needs, Section B. 11)*
7. The offeror shall provide associated costs for standard and rush orders. *(Reference Statement of Needs, Section B. 14)*
8. The offeror shall provide associated costs for returns for embroidery and screen printing items. *(Reference Statement of Needs, Section B. 15)*
9. The offeror shall provide associated costs for set-up fees.
10. The offeror shall specify associated charge card processing fees. *(Reference Section X. Pricing Schedule, B. 20)*
11. The offeror shall provide associated costs for any other goods or services being offered including set-up fees, etc. *(Reference Statement of Needs, Section B. 27)*

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: PAC Agreement

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	---------------------------

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent 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 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)

ATTACHMENT E

AGREEMENT PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the [DAY^{st/nd}] day of [MONTH, YEAR], is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the “University”), and [VENDOR NAME], (“Vendor”).

TERM

The term of this Agreement is until [Date]. This end date coincides with the Primary Agreement’s end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMUXXXX, dated MONTH XX, 20XX (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor’s logo on the Consortium website
- III. Payment:
 - A. Payment of PAC Annual Fee will arrive at the University no later than _____ of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.
 - B.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- C. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

[Vendor Contact]
[Vendor]
[Address]
Email: [\[Vendor Email\]](#)
Fax: [Fax]

ACCEPTANCE

For James Madison University

For [Vendor]

[Lead Proc]
[Lead Job Title]

[Vendor Contact]
[Vendor Contact Title]

Date

Date

Agreement #: [JMU Contract-Number]-PAC



March 13, 2024

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# SLD-1200**
Dated: **February 21, 2024**
Commodity: Promotional Items and Imprinting Services
RFP Closing On: **March 27, 2024 at 2:00 p.m.**

Please note the clarifications and/or changes made on this proposal program:

1. Question: CLC noted that some orders may incur an additional 7.5% royalty fee. Clarify the percentage of orders that will incur this fee.

Answer: For James Madison University, the 7.5% royalty fee is charged to vendors for orders not paid with state funds (e.g., purchases made by student organizations). There is no anticipated percentage of orders that may incur this fee.

2. Question: Reference Attachment E, Publicly Accessible Contract (PAC), what schools will the 1% fee apply to?

Answer: The 1% fee is applied to orders placed by agencies and localities outside of the VHEPC Membership. The VHEPC Membership includes VASCUPP schools and VCCS.

3. Question: Reference Section V, Proposal Preparation and Submission, pg. 6, #1. a. Are vendors required to provide duplicated sample products with the eight (8) copies?

Answer: No, duplicate samples are not required.

4. Typo on *Issue Date* on the second page of Request for Proposal. Issue Date should state "February 21, 2024".

Signify receipt of this addendum by initialing "*Addendum #1* _____" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Shanna Devers".

Shanna Devers
Procurement Buyer Senior
Phone: (540-568-3131)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax



March 21, 2024

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# SLD-1200**
Dated: **February 21, 2024**
Commodity: Promotional Items and Imprinting Services
RFP Closing On: ~~March 27, 2024 at 2:00 p.m.~~
April 4, 2024 at 2:00 p.m.

Please note the clarifications and/or changes made on this proposal program:

James Madison University has chosen to extend this solicitation closing date. The Request for Proposal will now close on Thursday, April 4, 2024 at 2:00 PM.

Signify receipt of this addendum by initialing "*Addendum #2* _____" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Shanna Devers". The signature is fluid and cursive.

Shanna Devers
Procurement Buyer Senior
Phone: (540-568-3131)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax



March 26, 2024

ADDENDUM NO.: Three

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# SLD-1200**
Dated: **February 21, 2024**
Commodity: Promotional Items and Imprinting Services
RFP Closing On: ~~March 27, 2024 at 2:00 p.m.~~
April 4, 2024 at 2:00 p.m.

Please note the clarifications and/or changes made on this proposal program:

1. Question: Reference Section IV, Subsection B, pg. 4 #12. What is your intention for asking for the process of digitizing artwork and are you interested in a sample digitized file? Additionally, how is this different from #7 and #8 on pg. 4?

Answer: The intent is to ensure that the selected offeror can effectively translate artwork into digital formats suitable for various promotional items. JMU is not requesting a sample digitized file. This question focuses on the technical conversion of existing visuals into digital formats, whereas questions 7-8 refer to the broader creative process.

2. Question: Reference Section IV, Subsection B, pg. 4 #13. What is your intention for asking for the “process for vector artwork that will be screen printed” and are you interested in the technical process for creating screens? Additionally, how is this different from #7 and #8 on pg. 4?

Answer: The intent is to assess the offeror’s expertise and proficiency in generating print-ready vector graphics optimized for the screen-printing process, not to assess the technical process for creating screens. Questions 7-8 refer to the broader creative process.

3. Question: What is the ideal number of awardees?

Answer: The ideal number of awardees is unknown at this time.

Signify receipt of this addendum by initialing “*Addendum #3*_____” on the signature page of your proposal.

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

Sincerely,

A handwritten signature in black ink, appearing to read "Shanna Devers". The signature is fluid and cursive, with the first name "Shanna" and last name "Devers" clearly distinguishable.

Shanna Devers

Procurement Buyer Senior

Phone: (540-568-3131)