

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
DIVISION OF PURCHASES AND SUPPLY  
P.O. Box 1199  
RICHMOND, VIRGINIA 23218-1199

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**INVITATION FOR BIDS - TERM CONTRACT**

**This Procurement has been Classified as a Small Business Set-Aside (See Page 12) .**

The purpose of this invitation is to solicit sealed bids whereby contract(s) may be established for furnishing the equipment, materials, supplies, and/or services described herein to authorized users, if and when ordered, during the contract period.

Sealed bids will be received in the division's office at 1111 East Broad Street, 6<sup>th</sup> Floor Reception Desk, Richmond, Virginia 23219 until the due date and hour shown below and then publicly opened. Failure to bid without explanation may remove your firm from vendor registration list for that particular commodity.

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Commodity:	<b>Washers and Dryers</b>	Date:	September 22, 2008
Contract ID#:	<b>04503-EMP (REBID)</b>		
Authorized Users:	State Agencies and Other Public Bodies	NIGP Commodity Code: 04503 UNSPSPC CODE:	
Contract Period:	October 31, 2008 through October 30, 2010	Bid Due:	October 14, 2008 <b>1:00 P.M.</b>
		Bid Opening:	October 15, 2008 <b>2:00 P.M..</b>
Purchase Officer:	Edwin Patterson	Phone:	(804) 786-3897

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**Important: See page IFB pages 8 and 9 (eVA Business to Government Web Site)**

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Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4300 and 2.2-4343 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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In compliance with this invitation for bid and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the bid price(s) indicated. I certify that I am authorized to sign this bid.

Company Name & Address	Date _____
_____	By _____
_____	Signature in ink
_____	Name _____
_____	(Please Print)
_____	Title _____
FIN or SS Number: _____	Telephone Number _____
Dun and Bradstreet No. (D-U-N-S®): _____	FAX # _____
Prompt Payment Discount _____% _____ days	E-mail _____

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BIDDERS ARE CAUTIONED THAT ANY RESULTING CONTRACT AWARDED WILL REQUIRE THAT THE CONTRACTOR RESPOND TO PURCHASES MADE WHENEVER AND WHEREVER PLACED BY THOSE AUTHORIZED USERS HAVING REQUIREMENTS FOR THESE GOODS/SERVICES. ALL ITEMS SHALL BE F.O.B. DELIVERED TO ANY SUCH POINT WITHIN THE COMMONWEALTH OF VIRGINIA.

## **GENERAL TERMS & CONDITIONS**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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, 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 (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in

connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **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 FOR IFBs AND RFPs:**
1. **(For Invitation For Bids):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
  2. **(For Request For Proposals):** 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 (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five 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 (*Code of Virginia, § 2.2-4363*).

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 subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the 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.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING,*

IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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 (BIDDERS/OFFERORS)**: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) 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 *Vendors Manual*. 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. **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.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/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 equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/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 competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/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.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance 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 requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

**(Note to Agency/Institution:** When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**Profession/Service**

**Limits**

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,800,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <u>Code of Virginia</u> .)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days.
- V. **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.

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

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

- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://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 e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

## SPECIAL TERMS AND CONDITIONS

1. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in ( ) purchase order(s) with the eVA transaction fee specified below assessed for each order.
  - a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

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

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

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

**\*When Used:** Include in all solicitations, contracts and contract renewals. If the quantity of orders that will be issued is known, insert the expected number of orders in the blank provided (e.g., one, twelve, monthly, etc.). If the exact quantity is unknown, change the first sentence to read, "It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order."

2. **Mandatory Acceptance of Small Purchase Charge Card:** Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional.** Information on the various levels for the GE MasterCard is indicated below.

### **Charge Card Levels:**

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

**Level 1** vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

**Level 2** vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept GE MasterCard.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

**Level 3** vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

3. **AWARD:** The Commonwealth will make the award on a line item basis to the lowest responsive and responsible Bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
6. **CANCELLATION OF CONTRACT:** The purchasing agency 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.

7. **PRICE ESCALATION/DEESCALATION:** Price adjustments may be permitted only for changes in the Contractor's cost of materials. The Producer's Price Index 1241-02,0211 and 0232, Table 6 will be used as a guide to determine increase or decrease. No price increases will be authorized for 365 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.

8. **MINIMUM ORDERS** will be for Washers or Dryers (F.O.B.) delivery to ordering agency within the Commonwealth of Virginia. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.
9. **DELIVERY:** The Commonwealth expects delivery within 15 calendar days after receipt of order (ARO). Bidder to indicate firm delivery time ARO: \_\_\_\_\_.
10. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
11. **WARRANTY:** All equipment shall be warranted against defective parts, excluding vandalism for a period of twelve (12) months from date of delivery and 90 day labor. All parts proving defective within the warranty period shall be replaced without charge by the Contractor. Transportation and labor for installation of defective parts for the first 90 days shall be the responsibility of the Contractor. Warranty repairs shall be made within 72 hours after notification. Repair parts shall be readily available for at least 10 years following the delivery date.
12. **PURCHASE VOLUME REPORT:** The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases made under this contract and the total number of each contract item ordered under this contract in accordance with the following schedule:
1. The first report shall include purchases made in the first twelve (12) months of the contract.

In addition, for contracts exceeding one year, the Contractor shall furnish reports at the end

of each consecutive twelve month period and 90 calendar days prior to the expiration date of the contract.

All reports shall be delivered to the Division of Purchases and Supply no later than 14 calendar days after the request has been made by the Division. Reports shall be sent to the attention of the appropriate contract officer. Failure to submit this information in the required time may result in disqualification from bidding on the next solicitation for this contract.

Bidders shall identify below the name of the individual responsible for the preparation of these reports:

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

13. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
14. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
15. **ADDITIONAL INFORMATION:** The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems desirable.
16. **DELAYS IN AWARD:** The Commonwealth intends to award a contract with an initial term of two (2) year(s). Delays in award, beyond the anticipated starting date, may result in a change in the contract period indicated in the solicitation. If this situation occurs, a contract shall be awarded for less than the initial term.
17. **PRODUCT INFORMATION:** The Bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.
18. THIS PROCUREMENT HAS BEEN CLASSIFIED AS A SMALL BUSINESS SET-ASIDE AND IS RESTRICTED TO CERTIFIED SMALL BUSINESS PARTICIPATION ONLY. YOU MUST BE A CERTIFIED SMALL BUSINESS WITH THE VIRGINIA DEPARTMENT OF MINORITY BUSINESS ENTERPRISES TO RESPOND TO THIS SOLICITATION. A COPY OF YOUR SMALL BUSINESS CERTIFICATION MUST ACCOMPANY YOUR BID. Responses to this solicitation are due no later than September 13, 2007 @ 1:00 p.m. Late bids will not be accepted.

## **WASHER AND DRYER SPECIFICATIONS**

### **I. CLOTHES WASHER SPECIFICATIONS:**

#### **A. Scope of Work for Clothes Washers and Dryers:**

These specifications cover the requirements for Clothes Washers and Dryers designed for institutional, commercial or residential use. The clothes washers and dryers covered by these specifications are classified as follows:

Commodity Code: 04592 (Class: 045-Appliances and Equipment; Item: 92-Washers and Dryers)

#### **B. Code Issues and Energy Star Rating Criteria:**

1. The clothes washers and dryers bid for this Contract **shall** meet Underwriters Laboratory® Standards and shall be UL or equivalently listed.

2. The clothes washers **shall** meet the following Energy Star Ratings:

a. Modified energy factor of greater than or equal to 1.72, (also shown as  $MEF \geq 1.72$ )  
The higher the value the more efficient the clothes washer.

$$\text{Energy Factor (EF)} = \frac{C}{M + E} \text{ in cubic feet per kWh per cycle (ft}^3\text{/kWh/cycle)}$$

where: C = the capacity of the clothes container

M = the machine electrical energy for the mechanical action of a cycle

E = the water heating energy required for a cycle

b. At the present time clothes dryers are not rated by Energy Star.

C. **Material Requirements**: The following specifications are intended to define the level of quality and performance of the requested equipment and not to be restrictive by manufacturer, brand, or method of accomplishing required functions, unless otherwise indicated. Bidders **shall** provide pertinent technical data documenting compliance/equivalence with dimensions, quality, features, functions, and performance. All figures are approximate unless stated otherwise. After bids are received and opened the Commonwealth reserves the right to obtain additional technical data, request clarification, and set time limits for response, when deemed necessary. Failure by the Bidder to provide the follow-up documentation **will** be cause to declare the bid non-responsive. The offered equipment **shall** provide or exceed the following or equivalent dimensions, quality, features, functions, and performance as determined by the ***Use of Brand Names Clause*** (see the **General Terms and Conditions**):

- Also, a discount from list for repair parts for new and existing machines should be added to the new Contract so that users have the choice of having their staff repair machines or order maintenance contracts, all with established prices.

**QUOTE SHEETS**

**ITEM # 140 - Institution Use, Front Load:**

**Unimac Model UC 18MN2 Clothes Washer-Extractor, or equal: Bid Spec.**

Manufacturer	Model Number	
1.	cylinder volume 2.5 to 3.1 cubic foot, with volume specified by the manufacturer,	_____
2.	self-contained unit for washing an 18 pound dry weight load, with load size specified by the manufacturer,	_____
3.	two speed with mechanical timer,	_____
4.	with pre-wash and wash cycles,	_____
5.	with three rinse extraction,	_____
6.	with four choice temperature select,	_____
7.	with stainless steel front panel,	_____
8.	with unit top fill liquid and powder chemical ready,	_____
9.	with minimum one HP extraction motor,	_____
10.	with minimum final extraction motor speed of 500 rpm,	_____
11.	electric, 220 VAC, 60 Hz, <b>three phase</b> ,	_____
12.	with a two inch trade size drain,	_____
13.	with two 3/4 inch trade size water connections,	_____
14.	approximate size: width: 26 inches height: 50 inches, with leveling feet depth: 30 inches	_____ _____ _____

**ITEM # 160 - Institution Use, Front Load:**

**Unimac Model UC 18MN2 Clothes Washer-Extractor, or equal: Bid Spec.**

Manufacturer	Model Number	
1.	cylinder volume 2.5 to 3.1 cubic foot, with volume specified by the manufacturer,	_____
2.	self-contained unit for washing an 18 pound dry weight load, with load size specified by the manufacturer,	_____
3.	two speed with mechanical timer,	_____
4.	with pre-wash and wash cycles,	_____
5.	with three rinse extraction,	_____
6.	with four choice temperature select,	_____
7.	with stainless steel front panel,	_____
8.	with unit top fill liquid and powder chemical ready,	_____
9.	with minimum one HP extraction motor,	_____
10.	with minimum final extraction motor speed of 500 rpm,	_____
11.	electric, 220 VAC, 60 Hz, <b>single phase</b> ,	_____
12.	with a two inch trade size drain,	_____
13.	with two 3/4 inch trade size water connections,	_____

14. approximate size: width: 26 inches \_\_\_\_\_  
 height: 50 inches, with leveling feet \_\_\_\_\_  
 depth: 30 inches \_\_\_\_\_

**ITEM # 200 - Institution Use, Front Load:**

**Unimac Model 25CG Natural Gas Heat Clothes Dryer, or equal: Bid Spec.**

Manufacturer	Model Number	
1.	for drying a minimum 25 pound dry weight load, with load size specified by the manufacturer,	_____
2.	with a cylinder volume of 7.0 to 8.2 cubic foot, with volume specified by the manufacturer,	_____
3.	with a minimum 60,000 BTU/Hr natural gas heat oven,	_____
4.	with temperature select:	_____
	a. low,	_____
	b. meduim,	_____
	c. high,	_____
5.	with dual timer control:	_____
	a. with 0 - 60 minutes of heat,	_____
	b. with 15 minutes of cool down,	_____
6.	with one-quarter HP motor,	_____
7.	electric, 120 VAC, 60 Hz, single phase,	_____
8.	approximate size: width: 28 inches _____ height: 64 inches, with leveling feet _____ depth: 39 inches _____	_____
9.	with white color,	_____

**ITEM # 220 - Institution Use, Front Load:**

**Unimac Model UC 35MN2 Clothes Washer-Extractor, or equal: Bid Spec.**

Manufacturer	Model Number	
1.	cylinder volume 5.1 to 6.0 cubic foot, with volume specified by the manufacturer,	_____
2.	self-contained unit for washing an 35 pound dry weight load, with load size specified by the manufacturer,	_____
3.	two speed with mechanical timer,	_____
4.	with pre-wash and wash cycles,	_____
5.	with three rinse extraction,	_____
6.	with four cycle temperature select,	_____
7.	with stainless steel front panel,	_____
8.	with unit top fill liquid and powder chemical ready,	_____
9.	with minimum 1.8 HP extraction motor,	_____
10.	with minimum final extraction motor speed of 470 rpm,	_____
11.	electric, 220 VAC, 60 Hz, three phase,	_____
12.	with a two inch trade size drain,	_____
13.	with two 3/4 inch trade size water connections,	_____

14. approximate size: width: 31 inches \_\_\_\_\_  
 height: 56 inches, with leveling feet \_\_\_\_\_  
 depth: 39 inches \_\_\_\_\_

**ITEM # 240 - Institution Use, Front Load:**

**Unimac Model 50CE Electric Heat Clothes Dryer, or equal:**

**Bid Spec.**

Manufacturer	Model Number	
1.	for drying a minimum 50 pound dry weight load, with load size specified by the manufacturer,	_____
2.	with a cylinder volume of 18.0 to 19.3 cubic foot, with volume specified by the manufacturer,	_____
3.	with 21 - 23 kW electric heat oven,	_____
4.	with temperature select:	_____
	a. low,	_____
	b. meduim,	_____
	c. high,	_____
5.	with dual timer control:	_____
	a. with 0 - 60 minutes of heat,	_____
	b. with 15 minutes of cool down,	_____
6.	with one-half HP motor,	_____
7.	electric, 220 VAC, 60 Hz, three phase,	_____
8.	approximate size: width: 35 inches _____ height: 72 inches, with leveling feet _____ depth: 51 inches _____	_____
9.	with white color,	_____

**ITEM # 260 - Institution Use, Front Load:**

**Unimac Model 50CG Natural Gas Heat Clothes Dryer, or equal:**

**Bid Spec.**

Manufacturer	Model Number	
1.	for drying a minimum 50 pound dry weight load, with load size specified by the manufacturer,	_____
2.	with a cylinder volume of 18.0 to 19.3 cubic foot, with volume specified by the manufacturer,	_____
3.	with a 120,000 - 160,000 BTU/Hr natural gas heat oven,	_____
4.	with temperature select:	_____
	a. low,	_____
	b. meduim,	_____
	c. high,	_____
5.	with dual timer control:	_____
	a. with 0 - 60 minutes of heat,	_____
	b. with 15 minutes of cool down,	_____
7.	electric, 120 VAC, 60 Hz, single phase,	_____
8.	approximate size: width: 35 inches _____ height: 72 inches, with leveling feet _____	_____

depth: 51 inches \_\_\_\_\_

9. with white color, \_\_\_\_\_

**ITEM # 280 - Institution Use, Front Load:**

**Wascomat Model W655 Clothes Washer-Extractor, or equal: Bid Spec.**

Manufacturer	Model Number	
1.	cylinder volume 7.9 to 9.0 cubic foot, with volume specified by the manufacturer,	_____
2.	self-contained unit for washing an 50 pound dry weight load, with load size specified by the manufacturer,	_____
3.	two speed with mechanical timer,	_____
4.	with pre-wash and wash cycles,	_____
5.	with three rinse extraction,	_____
6.	with four cycle temperature select,	_____
7.	with unit top fill liquid and powder chemical ready,	_____
8.	with minimum 2.7 HP extraction motor,	_____
9.	with minimum final extraction motor speed of 400-475 rpm,	_____
10.	electric, 220 VAC, 60 Hz, three phase,	_____
11.	with a three inch trade size drain,	_____
12.	with two 3/4 inch trade size water connections,	_____
13.	approximate size: width: 35 inches	_____
	height: 56 inches, with leveling feet	_____
	depth: 42 inches	_____

**ITEM # 300 - Institution Use, Front Load:**

**Wascomat Model TD75 Electric Heat Clothes Dryer, or equal: Bid Spec.**

Manufacturer	Model Number	
1.	for drying a minimum 75 pound dry weight load, with load size specified by the manufacturer, with volume specified by the manufacturer,	_____
3.	with 30 kW electric heat oven,	_____
4.	with temperature select:	_____
	a. low,	_____
	b. medium,	_____
	c. high,	_____
5.	with dual timer control:	_____
	a. with 0 - 60 minutes of heat,	_____
	b. with 15 minutes of cool down,	_____
6.	with three-quarter HP motor,	_____
7.	electric, 220 VAC, 60 Hz, three phase,	_____
8.	approximate size: width: 39 inches	_____
	height: 77 inches, with leveling feet	_____
	depth: 53 inches	_____
9.	with white color,	_____