

ATTACHMENT B**Special Terms and Conditions**
Blockhouse Replacement Furniture**SCOPE - MASTER AGREEMENT (Term Contract)**

These Special Conditions apply to Master Agreement E194-977 for ModuForm Replacement components and replacement furniture.

This Master Agreement is to be used only for ModuForm replacement components and complete ModuForm replacement furniture pieces only.

The contract period is five years from October 1, 2010 to September 30, 2015.

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.

Minimum Orders

Minimum orders will be \$500.00 for F.O.B. Delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$500.00 the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment. 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 partial shipments are below the minimum order value, the contractor may add actual transportation cost to the invoice for payment.

PRODUCT ASSEMBLY

When inside delivery and installation are required, all items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

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

PRICE ESCALATION/DE-ESCALATION

Price adjustments may be permitted for changes in the contractor's cost of materials. The following index: Producer Price Index-Industry Data for Institutional Furniture Mfg- Series PCU337127337127, industry journals, cost information (such as invoices from suppliers) from the Contractor, and other information available in the public domain may be used by the Contract Officer to evaluate price adjustment requests. No price increases will be authorized after the effective date of the contract for 12 months. Price escalation may be permitted only at the end of this period and each 365 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.

"Across the board" price decreases by the Contractor 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 (see above) 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 being requested.

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.

WARRANTY:

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.

PURCHASE VOLUME REPORT

If requested by the Division of Purchases and Supply, the Contractor shall furnish a semi-annual report of the total dollar volume of purchases made under this contract and the total number of each contract item order under this contract.

MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

eVA BUS.-TO-GOVERN. CONTRACTS

The solicitation/contract will result in one (or multiple) 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, web site portal www.eVA.virginia.gov, 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. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

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

END OF SPECIAL TERMS