COMMONWEALTH OF VIRGINIA

Contract E194-1005

FABRIC, VINYL, POLYESTER LAMINATED TICKING

CONTRACT RENEWAL

Date: 10/16/2012

Procurement Folder: 60472

Effective Date: 11/01/2012

Expiration Date: 10/31/2013

Contractor

Herculite Products dba Aberdeen Road Co.

105 E. Sinking Springs Lane

Emigsville, PA 17318

eVA Vendor Number: C5553

Terms: ½% 10 days, Net 30

Contact: Contact Name: Leslie Haddad

Contact e-mail : lhaddad@herculite.com

Contact Telephone: (717) 764-1192 ext 2303

FOB: Destination

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

Authorized Department

Virginia Industries for the Blind

Agency: A702

Contract Officer

Cynthia W. Wilson, MBA, CPPO, CPPB, VCO

Phone: (804) 786-3858

Email: Cindy.Wilson@dgs.virginia.gov

Contract Number: E194-1005

Title: FABRIC, VINYL, POLYESTER LAMINATED TICKING

Procurement Folder: 60472

Effective Begin Date: 11/1/2011

Expiration Date: 10/31/2012

On Behalf Of Name: Wayne Wymer

Phone: 434-295-5168

Email: wayne.wymer@dbvi.virginia.gov

Preparer Name: Cindy Wilson

Phone: 804-786-3853

Email: cindy.wilson@dgs.virginia.gov

Description: Fabric, Vinyl, Laminated Poly Ticking for Mattresses

Contact Information

Cindy Wilson

Phone: 804-786-3853

Email: cindy.wilson@dgs.virginia.gov

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)	Attachments(Name - Desc)
1	1	Years	11/1/2013	10/31/2014	90	
2	1	Years	11/1/2014	10/31/2015	90	

***DELIVERY: 14 DAYS ARO**
***MINIMUM ORDER: 30 LINEAR YARDS**

Line: 1

Description: Fabric, 3-Ply Vinyl-Polyester Laminate Mattress Ticking, Polyester Scrim, Waterproof, Compatible with High Resilient Foam, Antimicrobial and Antifungal (Antimicrobial System Must Have EPA Registration Number). Weight Per Square Yard: 9-1/2 to 10-1/2 OZ. Color: Green, widths 31 1/2 (+/- 1/2). Put up 100 yards/bolt. Each bold one continuous piece of Material. Defects in Roll Not

Accepted.

Unit Price: $1.44000

Unit: linear yard

Mfr Part Number: 100568
Product/Category: SURE-CHEK 20

Color: GREEN

Ship To
Attention:
Shipping Location: Virginia Industries for the Blind - Charlottesville
Shipping Street Address 1: 1102 Monticello Road
Shipping Address 2:
Shipping City: Charlottesville
Shipping State: VA
Shipping Zip: 22902
Shipping Country: US

Bill To
Attention:
Billing Location: Virginia Industries for the Blind - Charlottesville
Billing Street Address 1: 1102 Monticello Road
Billing Street Address 2:
Billing City: Charlottesville
Billing State: VA
Billing Zip: 22902
Billing Country: US

Packing Instructions: BROWN KRAFT PAPER

Line: 2

Description: Fabric, 3-Ply Vinyl-Polyester Laminate Mattress Ticking, Polyester Scrim, Waterproof, Compatible with High Resilient Foam, Antimicrobial and Antifungal (Antimicrobial System Must Have EPA Registration Number). Weight Per Square Yard: 9-1/2 to 10-1/2 OZ. Color: Green, Widths 36 1/2 (+- 1/2). Put up 100 Yards/bolt. Each bolt to be One Continuous piece of Material. Defects in Roll Not Accepted.

Unit Price: $1.69

Unit: linear yard

Packing Instructions: BROWN KRAFT PAPER

Mfr Part Number: 100576
Product/Category: SURE-CHEK 20

Color: GREEN

Line: 3

Description: Fabric, 3-Ply Vinyl-Polyester Laminate Mattress Ticking, Polyester Scrim, Waterproof, Compatible with High Resilient Foam, Antimicrobial and Antifungal (Antimicrobial System Must Have EPA Registration Number). Weight Per Square Yard: 9-1/2 to 10-1/2 OZ. Color: Green, Widths 39 1/2 (+/- 1/2). Put up 100 Yards/Bolt. Each bolt One Continuous piece of Material. Defects in Roll Not Accepted.

Unit Price: $1.81000

Unit: linear yard

Packing Instructions: BROWN KRAFT PAPER

Mfr Part Number: 100586

Product/Category: SURE-CHEK 20

Color: GREEN

Line: 4

Description: Fabric, 3-Ply Vinyl-Polyester Laminate Mattress Ticking, Polyester Scrim, Waterproof, Compatible with High Resilient Foam, Antimicrobial and Antifungal (Antimicrobial System Must Have EPA Registration Number). Weight Per Square Yard: 9-1/2 to 10-1/2 OZ. Color: Green, Widths 54 1/2 (+- 1/2). Put up 100 yards/bolt. Each bolt One Continuous piece of Material. Defects in Roll Not Accepted.

Unit Price: $2.41

Unit: linear yard

Packing Instructions: BROWN KRAFT PAPER

Mfr Part Number: 100603

Product/Category: SURE-CHEK 20

Color: GREEN

Line: 5

Description: Fabric, 3-Ply Vinyl-Polyester Laminate "Microvented" Pillow Ticking. Non-Woven backing, waterproof, compatible with High Resilient Foam and neoprene foam, micro air vent, antimicrobial and antifungal

(Antimicrobial System Must Have EPA Registration Number). Minimum Weight Per Square Yard: 5.5 oz., maximum 7 oz Color: Green width 54" (+- 1/2) Put up 100 yards/bolt. Each bolt one continuous piece of material. Defects in Roll Not Accepted.

Unit Price: $1.49

Unit: linear yard

Packing Instructions: BROWN KRAFT PAPER

Mfr Part Number: 103422
Product/Category: SURE-CHEK

Color: GREEN

General Terms and Conditions

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.eva.virginia.gov under “Vendors Manual” on the “Vendor” tab.

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.

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.

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.

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.

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.

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.

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's: 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.

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.

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.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/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 (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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.

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

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: (2a.) By mutual agreement between the parties in writing; or (2b.) 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 (2c.) 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.

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.

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.

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 equivalent 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 equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

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.

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

NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: 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.) $1,750,000 per occurrence, $3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - $1,800,000, July 1, 2006 - $1,850,000, July 1, 2007 - $1,925,000, July 1, 2008 - $2,000,000. This complies with §8.01-581.15 of the Code of Virginia. 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

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 website (www.eva.virginia.gov) for a minimum of 10 days.

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.

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.

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.

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. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

~~**eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** 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 either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows: a. eVA Basic Vendor Registration Service: 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: 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. Vendor transaction fees are determined by the date the original purchase order is issued and are as follows: 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 thru June 30, 2011, 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. c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 0.75%, capped at $500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at $1,500 per order. d. For orders~~

~~issued July 1, 2012 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 specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.~~

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: 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 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. Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows: a. eVA Basic Vendor Registration Service: 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: 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.

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.

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. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

PAYMENT: 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.

The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

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

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 pursuant to the Virginia Public Procurement Act 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.

SPECIAL TERMS AND CONDITIONS

1. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for 30 days.

   At the end of the 30 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.

2. **AWARD**: The Commonwealth will make the award(s) on an extended grand total 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.

3. **ADDITIONAL INFORMATION**: The Commonwealth reserves the right to ask any bidder/offeror to submit information missing from its bid/offer, to clarify its bid/offer, and to submit additional information which the Commonwealth deems desirable.

4. **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.

5. **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.

6. **BID SAMPLES**: Bidders shall submit one sample of each item. These samples should be submitted prior to or at the same time as the seal Bid. Fabric bid samples shall be at least 1200 square inches and approximately 36" X 36" with one selvedge edge and be an exact and true representative of the actual fabric offered. Each bid sample shall be properly tagged or labeled with the name of the bidder and manufacturer, the bid opening date, number and the specific item number. Samples shall be provided at no additional cost to the Commonwealth. Fabric bid samples will be handled and disposed of in accordance with Paragraph 5.6 of the Vendors Manual. Furthermore, the Commonwealth reserves the right to secure additional 1200 square inch check samples form the actual material supplied. In the event the check samples fail to conform with the contract requirements, the Contractor shall immediately replace that portion of the delivered commodity with acceptable material conforming to the contract requirement at no additional cost to the Commonwealth.

Submit bid samples to:

Division of Purchases and Supply

Attention: CINDY WILSON

1111 East Broad Street, 6TH Floor

Richmond, Virginia 23219

Sealed bids should be returned in a separate envelope not affixed or placed in the sample package or container. Failure to comply with these instructions may be cause for rejection of your bid.

7. **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.

8. **CERTIFIED TEST REPORTS ON REQUEST**: When requested, each Bidder shall provide a copy of a certified test report from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specifications indicated herein. However, the Commonwealth reserves the right to perform any tests or inspections when and as deemed necessary to verify the certified test report.

9. **COMPLETE INFORMATION**: All bidders shall state manufacturer and order number of products offered and enclose complete and detailed specification with bid for all product offered. Failure to do so may cause to be considered nonresponsive.

10. **DELIVERY POINT**: Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 2.2-4301 of the Virginia Public Procurement Act.

11. **DELIVERY:** All sizes shall be delivered to the requesting agency within **14 calendar days** after receipt of the purchase order. The Contractor shall maintain an inventory of all stock items.

12. **FLAME RETARDANT**: All products offered must meet the Flame Retardant specifications of: NFPA 701, Class A Barrier, 16 CFR Part 1632 (FF4-72).

13. **E.P.A. REGISTRATION**: List below Registration numbers for all products listed on quote sheets.

_____

_____

_____

14. **MINIMUM ORDERS**: Minimum orders will be 300 linear yards of a single item. For orders less than the minimum order, the Contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment or the agency may purchase such items off contract from other sources. Partial shipments of less that minimum order value which are made at the option of the contractor shall be FOB Destination with no transportation charges added. If at the agency's request shipments are made below the minimum order value, the contractor may add actual transportation cost to invoice for payment.

15. **NAME OF MANUFACTURER AND SHIPPING POINT**: Each Bidder/Offeror shall supply in the space below the name and address of the manufacturer of each item offered and the shipping point.

ITEM NUMBER (S):_____

MANUFACTURER: _____

ADDRESS: _____

_____

_____

SHIPPING POINT: _____

16. **PRICE ESCALATION/DEESCALATION**: Price adjustments may be permitted only for changes in the Contractor's cost of materials. The Producer's Price Index will be used as a guide to determine increase or decrease. No price increases will be authorized for 180 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.

17. **PURCHASE VOLUME REPORT-SINGLE AGENCY CONTRACTS**: 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 six months of the contract.

2. For contracts of one year, the Contractor shall furnish a second report listing the purchases made in the first nine 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: _____

The Contractor shall furnish all reports in the following format:

EXAMPLE

ZONE #: 101

ITEM #: 001 ITEM DESCRIPTION

AGENCY NAME	P.O.#	LINE ITEM QUANTITY	UNIT PRICE	TOTAL
DEPT. OF HEALTH	A00459 600	3.00		$1,800.00
MCV	A10934 2,000	3.00		$6,000.00
TOTALS:	ORDERS = 2 ITEMS = 2,600		DOLLARS =	$7,800.00

ZONE #: 102

ITEM #: 002 ITEM DESCRIPTION

AGENCY NAME	P.O.#	LINE ITEM QUANTITY	UNIT PRICE	TOTAL
DEPT. OF	A95623	100	.50	$ 50.00
MCV	A45239	300	.50	$ 150.00
TOTALS:	ORDERS = 2 ITEMS = 400		GRAND TOTAL DOLLARS	$8,000.00

18. **PRODUCT INFORMATION**: The Bidder/Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

19. **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.

20. **REFERENCES**: Bidders shall provide a list of a least three references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION ADDRESS CONTACT PERSON TELEPHONE EMAIL_____

1. _____

2. _____

3. _____

21. **RENEWAL OF CONTRACT**: This contract may be renewed by the Commonwealth upon written agreement of both parties for two successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

22. **TELEPHONE NUMBERS**: Please list the telephone number, facsimile telephone number, and the name of responsible persons of your company who may be contacted regarding this contract. List sales and service offices, addresses and phone numbers:

NAME OF CONTACT PERSON: _____

E-MAIL ADDRESS OF CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

23. **WARRANTY:** : The Contractor shall warrant all items furnished under this contract to be free from defects in materials and workmanship, and satisfactory performance under normal use and care, for at least one year from date of delivery and acceptance, excluding vandalism, negligence, accident or misuse. In the event of failure due to defective materials, workmanship or unsatisfactory performance, the Contractor shall immediately replace the product or give the user agency a prorated refund based upon 12-month period. If the manufacturer provides a warranty period in excess of one year, the Contractor shall automatically extend such manufacturer's warranty to the user agency.

24. **IMPORTANT**: If you are NOT submitting your response electronically, see next Special Term and Conditions to follow, regarding submission of sealed bid.

25. **BID SUBMISSION FOR SEALED IFB**: The preferred method for submission of sealed bids is electronic submission through eVA. However, paper submissions are also accepted.

26. **ELECTRONIC SUBMISSION**: Electronic sealed bids must be submitted through the eVA Internet electronic procurement solution at www.eva.virginia.gov . To submit an electronic sealed bid the vendor must be registered in eVA and must use their eVA log-in ID and password. Step by step instructions for vendor registration, how to print posted solicitations and attachments, and submission of electronic bids can be found at the following link: (www.eva.virginia.gov)

IN ADDITION, BIDDER ASSISTANCE WITH BIDDER SUBMISSION OF AN ELECTRONIC SEALED BID RESPONSE MAY BE OBTAINED BY CONTACTING:

"EVA CUSTOMER CARE: PHONE #: 1 (866) 289-7367"

27. **SEALED BIDS SUBMITTED *VIA E-MAIL* RATHER THAN VIA eVA** AS DESCRIBED IN THE PRECEDING CLAUSE ***WILL NOT BE ACCEPTED***.

28. **Bidders submitting electronic sealed bids are strongly encouraged to register in eVA early** and to submit electronic sealed bids NO LATER THAN 48 HOURS PRIOR TO THE SOLICITATION DUE DATE AND TIME. The Commonwealth will not be responsible for sealed bids not received by the due date and time, regardless of the cause.

29. **SEALED PAPER SUBMISSION**: If completing a paper submission of the solicitation response the Bidder shall return the signed response in a sealed envelope - identified and addressed as specified in **Special Term and Condition #30 "IDENTIFICATION OF BID ENVELOPE"** below. If a solicitation response is not contained in an envelope as specified in Special Term and Condition #29 and #30, the Bidder takes the risk that the envelope may be inadvertently opened and the information

compromised which may cause the bid to be disqualified. No other unrequested correspondence or other bids should be placed in the envelope.

Bids may be hand delivered to the designated location below, however, please note, all bidders entering the building must submit to a security check. Time should be allowed for this check.

NOTE: **Paper bids shall be delivered** to the Division of Purchases and Supply, Receptionist, 6th Floor, 1111 East Broad Street, Richmond, VA 23219. (The building is currently referred-to as the 'Patrick Henry Building', formerly the 'Old State Library')

30. **IDENTIFICATION OF BID ENVELOPE**: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From:_____ _____

Name of Bidder Due Date Time

_____ _____

Street or Box Number IFB No.

_____

City, State, Zip Code IFB Title

Name of Contract Officer _____

31. **QUESTIONS**: No questions will be answered by phone. Questions regarding the solicitation should be submitted via e-mail to Cindy.Wilson@dgs.virginia.gov

32. **eVA Business-To-Government Contracts and Orders**: The solicitation/Contract will result in one purchase order per award, 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.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