



### **Terms And Conditions**

**eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site 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. 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 Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding. b.) eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. 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, and ability to research historical procurement data, as they become available.

**PURCHASE VOLUME AND DOLLAR REPORT:** The contractor shall furnish the Division of Purchases and Supply a statement covering the total dollar volume of purchases made under this contract and a report of the total number of each contract item delivered under this contract at approximately 90 days prior to the contract expiration.

**CONTAINERS:** Refillable cylinders shall remain the property of the contractor. The user Agency will notify the Contractor when containers are empty and ready for pick-up. Empty containers shall be picked up by the Contractor or returned freight collect via common carrier when specified by the Contractor. In the event the user Agency retains the refillable cylinder for more than 180 calendar days, the Contractor may charge the user Agency a demurrage fee for each calendar day beyond the initial 180 day period. Demurrage fee shall be the same as a lower than the one which the contractor charges his best customers and shall apply during the life of the contract. By signing this bid, the bidder hereby certifies compliance with this requirement.

**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 11-37 of the Virginia Public Procurement Act.

**EXCISE TAX** on zone-depleting refrigerant (CFCs') gases shall be included in the respective bid prices. Future increases in the Federal Excise Tax will be applied as an Automatic Price Adjustment when they become effective.

**RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

PRICE ESCALATION/DEESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of materials. The Producer's Price Index, Table 6, Commodity Code 0679-03 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.

CERTIFIED USERS: Federal law requires that all users of refrigerant gases be certified; therefore, the contractor shall take appropriate action to Ascertain that the ordering Agency/Public Bodies has a certified technician on staff.

ADDITIONAL REFRIGERANT GASES: The Commonwealth reserves the right to add additional refrigerant gases to the contract at the contractor's most favorable commercial rate, or the Commonwealth may establish a separate contract for such refrigerant gases, when deemed to be in the best interest of the Commonwealth.

LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by *fu*3.1-250 of the Code of Virginia (1950), as amended, or 1261 of Title 15 of the United States Code, then the bidder, by submitting his/her bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder does not violate any of the prohibitions of *fu*3.1-252 of the Code of Virginia or Title U.S.C.  $\pm$ 1263.

MINIMUM ORDERS will be \$200.00 for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$200.00, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. 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.

Upon written notification that cylinders are ready for pickup, such demurrage fees shall no longer apply thereafter. Deposits will not be allowed. In the event containers are lost or damaged beyond use, the user Agency will be responsible for replacing the container(s) or compensating the Contractor for the actual value of such container(s) as listed on the quotation sheet. The listed value shall be the actual cost of the cylinder.

**DELIVERY SERVICE:** Delivery of all requested contract items shall be made within 3 calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

**INSTRUCTIONS:**

1. **ORDERS:**
  - A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA.
  - B. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible.
2. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, County, Town or Political Subdivision.
4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (786-8873).

**Commodity Information**

**Line: 1**

Line Type: Item

Commodity: 74055

Description: Refrigerant Gases (Except Ammonia)

Extended Description: CFC 11 – 200 Lb. Cylinder, Disposable, Type No: R11-200

Unit: pound

Unit Price: \$7.11000

Free On Board Name: FOB Destination-Freight Prepaid

**Line: 2**

Line Type: Item

Commodity: 74055

Description: Refrigerant Gases (Except Ammonia)

Extended Description: CFC 12 – 25/30 Lb. Cylinder, Disposable, Type No: R12-30

Unit: pound  
Unit Price: \$12.51000  
Free On Board Name: FOB Destination-Freight Prepaid

Line: 3

Line Type: Item  
Commodity: 74055  
Description: Refrigerant Gases (Except Ammonia)  
Extended Description: CFC 12 – 50 Lb. Cylinder, Disposable, Type No: R12-50  
Unit: pound  
Unit Price: \$12.51000  
Free On Board Name: FOB Destination-Freight Prepaid

Line: 4

Line Type: Item  
Commodity: 74055  
Description: Refrigerant Gases (Except Ammonia)  
Extended Description: CFC 12-145LB. Cylinder, Returnable, Cost for Lost/Damaged  
Cylinder, Demurrage Rate after 180 Days  
Unit: pound  
Unit Price: \$12.51000  
Free On Board Name: FOB Destination-Freight Prepaid

Line: 5

Line Type: Item  
Commodity: 74055  
Description: Refrigerant Gases (Except Ammonia)  
Extended Description: HCFC 22 – 25-30 Lb. Cylinder, Disposable, Type no: R22-30  
Unit: pound  
Unit Price: \$5.165  
Free On Board Name: FOB Destination-Freight Prepaid

Line: 6

Line Type: Item  
Commodity: 74055  
Description: Refrigerant Gases (Except Ammonia)  
Extended Description: HCFC 22 – (HCFC) – 125 Lb. Cylinder, R22-125  
Returnable. Cost for Lost/Damaged Cylinder, Demurrage Rate after 180 Calendar  
Days: Cost per day.  
Unit: pound  
Unit Price: \$5.249  
Free On Board Name: FOB Destination-Freight Prepaid

Line: 7

Line Type: Item  
Commodity: 74055  
Description: Refrigerant Gases (Except Ammonia)  
Extended Description: CFCR502 - 30 Lb. Cylinder, Disposable, Type No: R502-30

Unit: pound  
Unit Price: \$13.41000  
Free On Board Name: FOB Destination-Freight Prepaid

Line: 8

Line Type: Item  
Commodity: 74055  
Description: Refrigerant Gases (Except Ammonia)  
Extended Description: CFC 502 – 125 Lbs. Cylinder, Type No: R502-125, Returnable,  
Cost per Lost/Damaged Cylinder, Demurrage Rate after 180 Calendar Days, Cost per  
day.  
Unit: pound  
Unit Price: \$13.41000  
Free On Board Name: FOB Destination-Freight Prepaid

Line: 9

Line Type: Item  
Commodity: 74055  
Description: Refrigerant Gases (Except Ammonia)  
Extended Description: R-134A-30 LB, Cylinder, Disposable. Cost for Lost/Damaged  
Cylinder. Demurrage Rate after 180 Days: Cost per day.  
Unit: pound  
Unit Price: \$8.79000  
Free On Board Name: FOB Destination-Freight Prepaid

Line: 10

Line Type: Item  
Commodity: 74055  
Description: R-404A, 24LB Cylinder, Disposable, Free Delivery  
Extended Description:  
Unit: pound  
Unit Price: \$8.95000

Line: 11

Line Type: Item  
Commodity: 74055  
Description: R-410A, 25LB Cylinder, Disposable, Free Delivery  
Extended Description:  
Unit: pound  
Unit Price: \$7.89000