NOTICE OF CONTRACT RENEWAL: E194 - 1171

CLOTHING UNIFORMS AND ACCESSORIES

SAF-GARD SAFETY SHOE COMPANY

Effective Date: 2/1/2013 Expiration Date: 1/31/2014

Minimum Order Amount: $25.00 Maximum Order Amount: $0.00

DESCRIPTION: **CLOTHING and ACCESSORIES (FOOTWEAR)**

CONTACT INFORMATION

Kirby Battle Phone: 804-786-5414

Email: Kirby.Battle@dgs.virginia.gov Fax: 804-786-0223

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**	**2/1/2013**	**1/31/2014**	**90**	
2	1	Years	2/1/2014	1/31/2015	90	
3	1	Years	2/1/2015	1/31/2016	90	

AUTHORIZED DEPARTMENTS

All Commonwealth of Virginia Agencies, Authority, Boards, Commissions, Institutions of Higher Education, other Public Bodies and other Entities authorized to use these contracts by Section 2.2-4304 of the Code of Virginia including but limited to Community Service Boards, non-profit medical and dental clinics, private health and educational instructions located in Virginia for serving the Virginia population, other public agencies or institutions or localities of the several states, of the United States or its territories, and the District of Columbia

VENDOR

Legal Name: SAF-GARD SAFETY SHOE CO.

Contact Name(s): KEN HERBAUGH

Contact Email: kherbaugh@safgard.com

VENDOR INFORMATION:

NAME	**Saf-Gard Safety Shoe Co.**
eVA ID NUMBER	**E45641**
SWAM CERTIFICATION NUMBER	**6723**
SWAM CERTIFICATION TYPE	**Small**
SWAM CERTIFICATION EXPIRATION DATE	**7-02-2014**
ADDRESS	**1422 Commerce Road** **Richmond, VA 23224**
POINT OF CONTACT	**Ken Herbaugh** kherbaugh@safgard.com
TELEPHONE NUMBER	**(412) 831-4831** **(412) 715-4490 (C)**
ORDERS AND GENERAL INFORMATION	**(412) 831-4831**
FAX NUMBER	**(412) 833-3525**

ORDERING:

MINIMUM ORDER AMOUNT	**$25.00**
DELIVERY TIME, STOCK ITEMS	**30 Days**
DELIVERY, OVERSIZED ITEMS	
ORDER TYPE:	**eVA, PHONE, FAX, INTERNET**
eVA PUNCH-OUT CATALOG PROVIDED	**No**

RETURNS

CONTACT COMPANY FOR RETURN AUTHORIZATION NUMBER

NAME	**Ken Herbaugh** kherbaugh@safgard.com

TELEPHONE NUMBER **(412) 831-4831**
(412) 715-4490 (C)

FAX NUMBER **(412) 833-3525**

(All returns due to contractor error will be returned at contractor's expense)

BILLING ISSUES

Direct inquiries concerning billing to: **Katrina Twitty** **336-299-1685**
336-294-9714, Fax
ktwitty@safgard.com

CHARGE CARD(S) ACCEPTED

VISA
MASTER CARD
AMERICAN EXPRESS

CATALOGS AND DISCOUNTS

MFG OR DISTRIBUTOR	CATALOG NAME	CATALOG #	CATALOG DATE	PRICE LIST DATE	DISCOUNT OFFERED
BATES	Saf-Gard	2013	2013	2013	31%
CHIPPEAW	Saf-Gard	2013	2013	2013	31%
CONVERSE	Saf-Gard	2013	2013	2013	31%
DR MARTENS	Saf-Gard	2013	2013	2013	31%
GEORGIA BOOT	Saf-Gard	2013	2013	2013	31%
NAUTILUS	Saf-Gard	2013	2013	2013	31%
ROCKY	Saf-Gard	2013	2013	2013	31%
WOLVERINE	Saf-Gard	2013	2013	2013	31%
HYTEST	Saf-Gard	2013	2013	2013	31%
HUSH PUPPIES	Saf-Gard	2013	2013	2013	31%
CATERPILLAR	Saf-Gard	2013	2013	2013	31%
FOOTHOLDS	Saf-Gard	2013	2013	2013	31%
HARLEY-DAVIDSON	Saf-Gard	2013	2013	2013	31%
SKECHERS	Saf-Gard	2013	2013	2013	31%
TIMBERLAND	Saf-Gard	2013	2013	2013	31%
SR MAX	Saf-Gard	2013	2013	2013	31%
SAF-GARD	Saf-Gard	2013	2013	2013	31%
THOROGOOD	Saf-Gard	2013	2013	2013	31%
CAROLINA	Saf-Gard	2013	2013	2013	31%
FLORSHEIM	Saf-Gard	2013	2013	2013	31%
ROYER	Saf-Gard	2013	2013	2013	31%
KODIAK	Saf-Gard	2013	2013	2013	31%
ROCKPORT	Saf-Gard	2013	2013	2013	31%
RUCKS	Saf-Gard	2013	2013	2013	31%
TERRA	Saf-Gard	2013	2013	2013	31%
LACROSSE	Saf-Gard	2013	2013	2013	31%
WORK ONE	Saf-Gard	2013	2013	2013	31%
GUARDSMAN	Saf-Gard	2013	2013	2013	31%
SAF-GARD CATALOG	Saf-Gard	2013	2013	2013	31%
BATES	Saf-Gard	2013	2013	2013	31%

NOTICE OF CONTRACT RENEWAL
CONTRACT NO. E194-1171
PRICING SCHEDULE

VENDOR NAME: **SAF-GARD SAFETY SHOE CO.**

Line Item Number	Description	UM	Pricing
FOOTWEAR			
220	BOOTS, MEN'S, 8", SAFETY TOE, SIDE ZIPPER BOOT, D-RING LACING WITH PARACHUTE LACES, REMOVABLE INSOLE, MOISTURE-WICK LINING, PADDED COLLAR AND TONGUE, MEETS ANSI Z41 PT99 M1/75 C/75 COMPLIANCE STANDARDS, BLACK LEATHER/CORDURA®. VIRBRAM® OUTSOLE, STEEL SHAN, BATES #BA2263	PR	$83.32
270	BOOTS, PRO SERIES, 6" WATERPROOF, FULL GRAIN LEATHER, LATEX-SEALED SEAMS, THINSULATE INSULATION, 24-7 COMFORT SUSPENSION™, PADDED COLLAR, SLIP AND OIL RESISTANT LUG SOLE, ELECTRICAL HAZARD PROTECTION, TAN, MED & WIDE, WOLVERINE #WW1123, 14, 15 SZ --14, 1	PR	$88.23
280	BOOTS, PRO SERIES, 8" WATERPROOF, THINSULATE INSULATION, PADDED COLLAR, SLIP AND OIL RESISTANT LUG SOLE, NEWBUCK OR LEATHER, TAN, ANTI-MICROBIAL CUSHIONED FOOT BED, 24-7 COMFORT SUSPENSION™, MED & WIDE, WOLVERINE #WW1124, SZ--7-12, 13 (SPECIFY SIZE)	PR	$88.23
290	BOOTS, WOLVERINE, 8" GORETEX WATERPROOF, BROWN, SPLIT SUEDE AND NYLON, RUBBER LUG OUTSOLE W/LADDER GRIP, THINSULATE INSULATION, REMOVABLE CUSHIONED INSOLE, MED & E WIDE, WOLVERINE #WW8463, SZ--7-12, 13 (SPECIFY SIZE)	PR	$122.54
300	BOOTS, WOLVERINE, 8" GORETEX WATERPROOF, BROWN, SPLIT SUEDE AND NYLON, RUBBER LUG OUTSOLE W/LADDER GRIP, THINSULATE INSULATION, REMOVABLE CUSHIONED INSOLE, MED & E WIDE, WOLVERINE #WW8463, SZ--14, 15 (SPECIFY SIZE)	PR	$122.54

TERMS AND CONDITIONS

Section GEN

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.

APP. LAWS AND COURTS

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 (1 of 2)

ANTI-DISCRIMINATION (part 1 of 2): 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). (continued on part 2)

ANTI-DISCRIMINATION (2 of 2)

ANTI-DISCRIMINATION (part 2 of 2): 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

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

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

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

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

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

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

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

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

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

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 CONTRACT (1 of 2)

CHANGES TO THE CONTRACT (part 1 of 2): 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 (continued on part 2)

CHANGES TO CONTRACT (2 of 2)

CHANGES TO THE CONTRACT (part 2 of 2): (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

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

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

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

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 (1 of 3)

INSURANCE (part 1 of 3): 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. (continued in part 2)

INSURANCE (2 of 3)

INSURANCE (part 2 of 3) 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.). (continued in part 3)

INSURANCE (3 of 3)

INSURANCE (part 3 of 3): 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

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

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

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.

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 (1 of 4)

PAYMENT (part 1 of 4): 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.(Continued on part 2)

PAYMENT (2 of 4)

PAYMENT (part 2 of 4): 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. (continued on part 3)

PAYMENT (3 of 4)

PAYMENT (part 3 of 4): 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.

PAYMENT (4 of 4)

PAYMENT (part 4 of 4): The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

eVA REGISTRATION (1 of 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 1 of 2): The eVA Internet electronic procurement solution, web site 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 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. (Continued on part 2)

eVA REGISTRATION (2 of 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 2 of 2): 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. The eVA transaction fee will be invoiced 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.

BID PRICE CURRENCY:

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

BUSINESS AUTHORIZATION

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:

A. <u>ADVERTISING</u>:

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Commonwealth of Virginia , Department of Aviation will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

B. <u>AUDIT</u>:

The contractor shall 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.

C. AUTHORIZED CONTRACT USERS:

All Commonwealth of Virginia Agencies, Authority, Boards, Commissions, Institutions of Higher Education, other Public Bodies and other Entities authorized to use these contracts by Section 2.2-4304 of the Code of Virginia including but limited to Community Service Boards, non-profit medical and dental clinics, private health and educational instructions located in Virginia for serving the Virginia population. In addition other public agencies or institutions or localities of the several states, of the United States or its territories, and the District of Columbia may be allowed to use this contract if agreeable to the contractor. After award, non-profit medical and dental clinics, private health and educational institutions, public agencies, bodies, and institutions of other states, territories and the District of Columbia wishing to use this contract must make a request to the Virginia Department of Purchases and Supplies to be added to the contract. The contract officer responsible for the contract will add this location by issuing a change order to the contract. Contractors may be required to sign these public agencies, bodies, institutions of other states, territories and the District of Columbia Terms and Conditions.

D. AWARD:

The Commonwealth will make the award(s) on a **LOT 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. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards.

Award(s) may also be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern.

E. BID ACCEPTANCE PERIOD:

Any bid or contract as a result of this solicitation shall be valid for 90 days. At the end of this time period 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 canceled.

F. BILLING:

Contractor shall bill only for items shipped to the respective ordering agency(s). Contractor shall not bill ordering agency(s) for items not shipped. This also applies to billing customer's small purchase charge card. Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number

G. 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.

H. CERTIFICATION LABELS:

Uniform - each garment will have sewn in, an individual label which states that the garment is guaranteed to meet the specifications outlined in the IFB. Unless a garment requires a sewn label, all labels in garments should be made of a durable fabric and printed with indelible ink. (**No paper labels**.)

I. CHARGE CARDS:

The Commonwealth and other users of this contract may make purchases using a major credit card. Currently the Commonwealth uses Bank of America -VISA. Please list the major credit cards that will be accepted by your company under any resulting contract. **AMEX, MASTERCARD, VISA, & DISCOVER**

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 **V**endors 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

J. **CLOTHING LABELS**:
All clothing items shall be labeled with manufacturer's name, size, fabric content and washing instructions according the Federal Fiber Identification Act. Sizes shall be according to Federal Commercial Standards.

K. **CUSTOMER SERVICE**:
The Contractor(s) shall provide each of the designated contract users a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative must be available during Contractor's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning:

- The status of orders (shipped or pending),
- Delivery information,
- Back-order information,
- State-wide contract pricing,
- Contracted product offerings/exclusions,
- Contract compliance requirements, and
- General product information.

Representatives should be available by phone, fax, or email (local or 800 # preferred).

Both Contract Users and the Contractor(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction

L. **DELIVERY:**
Delivery of all requested contract items shall be made within 30 calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. On the "Quote Sheets" indicate your delivery time ARO (After Receipt of Order) by each item quoted. This time may be a factor in making the award.

All shipments will be F.O.B. delivered to the specified location. Contractor(s) is responsible for filing and expediting all freight claims with the carrier. The Contractor will pay title and risk of loss or damage charges. Emergency/rush delivery requiring special shipping and handling will be at Contract Users' expense

(with prior approval only). Rush delivery that occurs as a result of the Contractor's error will be free of charge to the Contract User(s).

M. INVENTORY LEVEL/STOCK:

The Contractor shall maintain a level of sufficient inventory adequate to satisfactorily service each account. Fill rate performance details will be determined as part of Attachment D. In addition, the Contractor shall have an adequate supply and inventory for items that have a long lead-time.

N. INVOICING:

Contractor shall bill only for items shipped to the respective ordering agency(s). Contractor shall not bill ordering agency(s) for items not shipped. This also applies to billing customer's small purchase charge card. Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number

O. INVOICES:

All invoices submitted shall be itemized as following:

- Description of product and item number
- Quantity ordered
- Quantity shipped
- Unit cost of the item
- Total cost of the item
- Cost of additional services such as sewing on buttons, strips, patches and emblems (if applicable) i.e.
  - Buttons
  - ½" nylatwist braid trouser strip
  - Patch etc.
- Total Cost of the entire order

Any invoice not submitted as indicated may not be processed for payment.

P. NAME OF MANUFACTURER AND SHIPPING POINT:

Each bidder shall supply the name and address of the manufacturer of each item offered and the shipping point.

Q. LATE DELIVERIES AND NON-PERFORMANCE:

Late deliveries or non-performance resulting from any act, negligence or default on the part of ordering agencies, public enemy, war, embargo, fire, explosion, flood, or any other acts of God not caused by negligence or intentional act of the contractor (or his supplier's), by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond control or fault of the contractor (or his supplier's), a reasonable extension of time as the ordering agencies deems appropriate may be granted. Upon receipt of a written request and justification for any extension of delivery time or performance from the contractor, the ordering agency may extend the time for performance or delivery of goods or services herein specified, if negotiated between the ordering agency and the contractor.

R. MINIMUM ORDERS:

Minimum orders shall be $25.00 for FOB destination to ordering agency. For order less than minimum order, Contractor may be permitted to add a flat fee. Partial shipments of less than the minimum order value, which are made at the option of the contactors, shall be FOB destination with no additional fee added. If at the agency's

request, shipments are made below the minimum order value, the contractor may add the flat fee.

S. NEW PRODUCTS:

Unless otherwise expressly stated in this solicitation, all products furnished under the agreement shall be new, first quality, and unused.

T. NON-PERFORMANCE REMEDIES:

A contractor that fails to meet performance requirements may have non-performance remedies put into effect. Information related to performance compliance will be collected as part of Attachment D and other appropriate means. 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 at its web site.

In the event the supplier does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

U. ORDERING METHODS:

The Commonwealth requires contractor(s) to accept orders via the eVA ordering system for the Commonwealth of Virginia Agencies, authorities, boards, commissions and institution. Contractors must also have a local Virginia telephone number, or a toll free (800) number, or agree to accept collect calls. Each Contract User is responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax or computer on-line systems. Vendors using Electronic Funds Transfer (EFT) via eVA will generally get a lower transaction cost and save money compared to payment via the purchasing card.

V. OTHER REQUIREMENTS:

1. **Additional Services:** Contractor users may require Contractor to sew on emblems, badges, patches and insignia that will be provided by the agency, at the agencies' expense.
2. **Restriction:** Emblems, Badges, Patches, or Insignia that are unique to any State Agency, Division, Section, Office, Local Government, School District, Rescue Squad. Fire Department or Division including Volunteer Fire Department shall not be sold to the general public nor shall such Emblems, Badges, Patches and Insignia be sold to any government entity except for those for which the Emblems, Badges, Patches and Insignia are intended.
3. **Personalization:** Contract users may require Contractor to perform embroidery, monogramming, and screen printing on clothing at the end user's expense.

W. PRICE ESCALATION/DE-ESCALATION:

Price adjustments may be permitted for changes in the contractor's cost of materials or other items that affect price. The PPI will be used as a guide relating to determination of increases. 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 **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.

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.

X. PRIME CONTRACTOR RESPONSIBILITIES:

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

Y. PRODUCT AVAILABILITY:

Contractors must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by the designated Commonwealth of Virginia representative during the term of the agreement. Contractors must communicate manufacturer's discontinuation of any products to the contract officer in writing within five (5) business days. In such instances, Contractors shall work with the contract officer(s) to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. Contractors shall offer detailed quarterly reports if requested by the Commonwealth, displaying removed SKUs off of contract list and suggested replacements. Contractors will be prepared to offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement part number, description, list price, applicable discount, and final price

Z. 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/proposal to be considered nonresponsive.

AA. PRODUCT SUBSTITUTION:

Over the term of any contract, specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. However, substitutions shall not be made without the full knowledge, evaluation and agreement of the contract officer as evidenced by a written contract change notice from the Division of Purchases and Supply. Functionally equivalent product substitutions will be considered provided the contractor(s) certifies that the function, characteristics, performance and endurance qualities of the material offered is at least equal to that specified.

AB. 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 on a monthly basis**. The report shall include sales to Community Service Boards, non-profit medical and dental clinics, private health and educational instructions located in Virginia for serving the Virginia population, other public agencies or institutions or localities of the several states, of the United States or its territories, and the District of Columbia. **See Attachment for a sample of the required excel report format.**

AC. QUALITY ASSURANCE GUARANTEES:

The Contractor guarantees its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the contractor(s), manufacturer(s), or other sources. The Contractor(s) is to agree to repair and/or immediately replace without charge (including freight both ways) to Contract Users any product or part thereof which proves to be defective or fails within the warranty period as specified.

AD. 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.

AE. RENEWAL OF CONTRACT:

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

AF. RETURNS:

There will be no return fees for inaccuracies or other errors on the part of the contractor. Any materials delivered in poor condition, in excess or the amount authorized by the ordering customer or not ordered by the customer may, at the discretion of the ordering customer, be returned to the Contractor's warehouse at the Contractor's expense. Ordering customers should make these returns within 30 days of receipt of product. Credit for returned goods shall be made immediately once contractor received the returned goods.

In cases where the customer orders item(s) incorrectly or when the item(s) does not meet the need of the customer the contractor may charge a restocking fee not to exceed 10% of the value of the goods. To be acceptable for return the products must be in resale condition.

AG. **RUSH DELIVERIES**:
Any rush delivery that occurs as a result of Contractor's error (e.g., stock-outs, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.

AH. **SAMPLES:** Anyone not making an offer on the exact manufacturer and style number may be asked to submit samples of the garments. Samples must be submitted within thirty (30) days after the request. The sample garments must meet or exceed the minimum specifications before the offer is awarded. Therefore, samples submitted must be of the same material, quality, style, construction, workmanship and finish as those proposed to be furnished. Samples must be supplied without cost to the Commonwealth of Virginia, if bidder is successful and his proposal items are accepted, those samples will be retained for the terms of the contract to assure delivered goods are in compliance with the specifications.

The samples to be submitted would include one of each of the specified items in the Invitation for Bids. Each sample must carry a tag listing the name of the and the District of Columbia, item number and size, the item number listed in the IFB, and include specifications. It should be clearly understood that the bid samples will be used for two purposes including (1) determining the quality of workmanship and conformance to the specifications, and (2) to identify the lowest qualified bidder meeting specifications. Therefore, the Commonwealth of Virginia reserves the right to open seams, or linings, to gain access to inner construction and also reserves the right to reject any bidder whose samples do not meet specifications. Any determination by the Commonwealth of Virginia as to whether a sample meets or does not meet specifications shall be final.

Failure to provide samples to the Division of Purchases and Supply no later than thirty (30) days prior to the sample request will be sufficient cause for rejection of the. The samples from the low bidder must meet specifications. Failure to do so will result in disqualification and award will go to the next low bidder meeting the specifications.

The Commonwealth of Virginia shall be the sole judge as to whether or not items submitted meet specifications and whether or not items being offered are equal. Failure of the delivered uniforms to be of the same quality of the approved sample shall completely release the Commonwealth from any or all contractual obligations to the successful supplier, his agents or assignee.

Failure of the completed order to meet specifications or is proved not to be of equal quality as the sample shall release the agency from any and all obligations to the supplier, his agents, or his dealers, and shall enable the agency to place another order with whomever the buyer pleases, without obligation or restrictions to the manner of purchasing.

AI. **SHIPPING LABELS:**
A packing label must be on each box and include the following items, visible on the outside of the box:

- Contract User

- Address
- Department and floor
- Contact
- Telephone number

A packing slip must also be included with each shipment, which will include at least the following information in no particular order:

- Line item description
- Quantity ordered **(Case quantity must list number of each item contained within/per Case)**
- Quantity included in shipment
- Any back order items
- Unit Price
- Number of parcels
- Purchase Order
- Agency name and department
- F.O.B. (destination)
- All information contained on the packing label

* Bidders shall provide a sample packing list & shipping label with the bid

AJ. **SIZE CHARTS:**

Bidder **shall** submit with their offer a **SIZE CHART** indicating the sizes that are available. The appropriate size charts will be provided to the agencies upon request. A size chart is required!

AK. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

1. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from

subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

AL. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:**
The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

AM. **SPECIFICATIONS**:
The bidder shall submit completed detailed specifications, cut sheets, etc. to show compliance with the Terms and Condition contained with this IFB and specifications contained on the Quote Sheets.

AN. ~~**SURCHARGE ADJUSTMENT**~~:

*** The 2% Surcharge Adjustment (SCA) charge has been eliminated.**

~~The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The Contractor must remit the SCA within 30 days after the end of each quarterly reporting period as shown in ATTACHMENT D entitled "Clothing Reports Vendors." For the purposes of this Contract, Contractor will consider a sale to be completed when the Contractor receives payment form the Authorized User. The SCA equals two percent (2%) of the total monthly sales report cumulated on for quarterly basis. Contractor shall remit the SCA together with a copy of the Contractor's Monthly Detailed Usage Report as delineated in the Attachment E. The SCA reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The surcharge adjustment shall be paid on sales to Community Service Boards, non-profit medical and dental clinics, private health and educational instructions located in Virginia for serving the Virginia population, other public agencies or institutions or localities of the several states, of the United States or its territories, and the District of Columbia that are added to this contract. The SCA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.~~

~~**Checks are to be payable to: Treasurer of Virginia.**~~
~~**Checks are mailed to:**~~
~~**Department of General Services**~~
~~**P.O. Box 267**~~
~~**Richmond, VA 23218-0267**~~

AO. WARRANTY (COMMERCIAL):

The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit hose available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

AP. WEARING APPAREL SPECIFICATIONS:

All apparel shall be firsts, no seconds or irregulars. All apparel shall be packed with clean, pressed, shaped finish items free from any defects which may affect appearance or service ability. All apparel threads and other findings shall have color fastness equal to that of the fabric so that it can be handled without bleeding. All trim used shall have color fastness equal to remainder of garment or trim shall be easily removable. All cotton or part cotton fabrics shall be Sanforized material. All apparel shrinkage shall be a minimum of 1% not to exceed a maximum of 5%. All clothing apparel shall be machine washable and dryable many items (including but limited to underwear, bars, socks, boxer, sleep wear, etc.) must withstand repeated laundering in an institutional environment.

AQ. eVA Business Vendor Registration:

It is not a requirement to be eVA registered to submit a bid, however it is required to register before you may receive any award under this solicitation. It is recommended that your company get registered now so as not to delay any award that the Commonwealth chooses to make. Go to http://www.eva.state.va.us/ search under "SIGN-UP" or go to call eVA Customer Care @ 866-289-7367

AR. VDOT WORKER SAFETY VESTS

The VDOT worker Safety vests are being provided by the Virginia Industries for the Blind (a mandatory source).

The VDOT Safety vests are not a part of this contract. There are no plans to bid them at this time. The safety vests on this solicitation can be purchased by Public Bodies, Cities and Counties.

AS. ALL PRICES QUOTED SHALL BE FOB DESTINATION

SCOPE OF WORK: The contractor shall furnish and deliver each of the items so awarded in compliance with the required specifications FOB Destination freight included in unit price.

The only exception concerning freight charges is for Minimum Orders under the Special Terms and Conditions (Section R)

Minimum orders shall be $25.00 for FOB destination to ordering agency. For order less than minimum order, Contractor may be permitted to add a flat fee. Partial shipments of less than the minimum order value, which are made at the option of the contactors, shall be FOB destination with no additional fee added. If at the agency's request, shipments are made below the minimum order value, the contractor may add the flat fee.

AT. SUBSTITUTIONS

(USE OF BRAND NAMES: Unless otherwise provided in this solicitation, **the name of a certain brand, make or manufacturer does not restrict bidders 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 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 clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

AU. SWAM CERTIFICATION INFORMATION

Bidders can obtain SWAM certificate number and information by contacting the Department of Minority Business Enterprise (DMBE) http://www.dmbe.virginia.gov/

Virginia Department of Minority Business Enterprise
1111 East Main Street, Suite 300
Richmond, VA 23219

Phone: (804) 786-6585,
Toll-free: 1 (888) 792-6323

AV METHOD OF PAYMENT:
After delivery of materials and receipt of a proper invoice, addressed and billed in accordance with the purchase order, payment will be made in accordance with paragraph J Titled "Payment" of the General Terms and Conditions. In some cases payment may be made by via the credit card. Currently the Commonwealth uses a Master Card issued by Bank of America.

AW FINANCIAL WARRANTY: Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial

terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.