

COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES AND SUPPLY  
1111 E. BROAD STREET  
P. O. BOX 1199  
RICHMOND, VIRGINIA 23218-1199  
**NOTICE OF CONTRACT AWARD**

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Statewide Term Contract

April 1, 2012

Contract Number: **E194-1384**

Contract Title: **POLICE SUPPLIES**

NIGP Codes: 68000, 68060, 68008

Effective Begin Date: **4/1/2012**

Expiration Date: **3/31/2014**

Supersedes Contract E194-434

Contract Officer: Matthew Manion

Phone: 804-786-2397

Email: Matt.Manion@dgs.virginia.gov

**Authorized Users:** State Agencies and other public bodies

eVA Procurement Folder: 72654

Minimum Order Amount: \$50.00

Terms: Net 30

Delivery: 30 days After Receipt of Order

F.O.B.: Destination

Contractor: **SOUTHERN POLICE EQUIPMENT CO., INC.**

Vendor Contact Name: **John Crosby**

(a DMBE-certified Small and Women-owned company)

804-323-1855

7609 Midlothian Turnpike

john@southernpoliceequipment.com

Richmond, VA 23235

Fax: 804-323-5067

DUNS# 058916180

eVA Vendor #C9785

THIS CONTRACT AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: [www.eva.virginia.gov](http://www.eva.virginia.gov)

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.

**NOTICE TO ALL STATE AGENCIES:** This contract is the result of a competitive bid program and its use is mandatory for all State Agencies in the purchase of any commodity listed herein. If the commodities available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.

## INSTRUCTIONS

This contract incorporates the terms and conditions of Invitation for Bids (IFB) 1521 SET-ASIDE FOR SMALL BUSINESSES-Police Supplies, issue date 3/6/2012. eVA procurement folder 6578.

1. ORDERS:

- A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia must 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, contractor name, and item number (for itemized contracts) must be shown on each purchase order.
- 3. Inspection on delivery and approval of contractor'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.

- 5. RENEWAL OF CONTRACT/PRICE ADJUSTMENTS: The initial term of the contract will be two (2) years. This contract may be renewed by the Commonwealth for up to three (3) successive one-year periods under the terms and conditions of the original contract. Price adjustments may be permitted for changes in the contractor's cost of providing goods and services under this contract. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted 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. The "All Items" and other relevant categories of the CPI-U, U.S. City Average section of the Consumer Price Index (CPI) of the U.S. Bureau of Labor Statistics will be used as guides to evaluate requested price changes, as will other relevant indices, including the Producer Price Index (PPI). Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. Contractor should give not less than 30 days advance notice of any price increase to the purchasing office. The contractor shall document the amount and proposed effective date of any general change in the price. Documentation should be supplied with the contractor's request for increase. 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.

6. DELIVERY/PRICING/MINIMUM ORDERS: All items shall be F.O.B. Destination to any point within the Commonwealth of Virginia as directed by ordering agency or other public body. Provide pricing and delivery days in the appropriate spaces for each line item in Lot 1: Police Supplies, Miscellaneous, and Lot 2: Police Restraints. Delivery days shall be expressed as calendar days after receipt of order. Delivery of all contract items shall be made within 30 calendar days after receipt of purchase order. In the case of errors in the extension of prices, the unit price shall govern. Minimum orders shall be \$50.00 for F.O.B. Destination to ordering agency or other public body within the Commonwealth of Virginia. For orders of less than \$50.00, 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.
7. CONTRACTOR'S ANNUAL REPORT OF SALES: Contractors shall provide electronic reports in Microsoft Excel format annually showing invoiced sales data. Reports shall be sent to the contract officer and contain detailed contract usage information, including item description, make, model number, ordering unit, contract price, and quantity by ordering state agency or other public body.

## Commodity Information:

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Line: 1

GLOVES, LEATHER, COWHIDE,  
KEVLAR KNIT LINING, ELASTIC WRIST,  
BLACK, RESISTER.  
SIZE: SMALL MEDIUM LARGE X-LARGE  
XX-LARGE BRAND: DAMASCUS  
DFK-300

Unit: pair

Unit Price: \$18.76

*See Line 15 for an additional glove*

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Line: 2

PAD, KNEE, BLACK, RUBBER, ANTISLIP  
CUP, CORDURA NYLON, 1/2" FOAM,  
BUCKLE AND STUD CLOSURE, ONE  
SIZE FITS ALL. BRAND: DAMASCUS  
DKP-1

Unit: each  
Unit Price: \$12.35

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Line: 3

SLEEVES, PROTECTIVE, 100%  
KEVLAR 2 PLY, FLAME RESISTANT,  
ONE SIZE FITS ALL. BRAND:  
DAMASCUS K25

Unit: each  
Unit Price: \$16.85

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Line: 4

PAD, ELBOW, BLACK, CORDURA,  
NYLON, RUBBER CAP, ADJUSTABLE,  
FOAM. BRAND: DAMASCUS  
DEP-1

Unit: each  
Unit Price: \$7.85

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Line: 5

FLASHLIGHTS, 2-D CELL, 9,000  
CANDLE POWER, STANDARD, BLACK,  
ADJUSTABLE BEAM,  
WATER RESISTANT, ALUMINUM  
CONSTRUCTION, KURLED HAND  
GRIP, SPARE CRYPTON BULB. BRAND:  
MAG INSTRUMENTS,  
MODEL: S2D016

Unit: each  
Unit Price: \$14.99

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Line: 6

BINOCULARS, 10 X 50 AMBER  
COATED OPTICS, BLACK, WATER  
RESISTANT, RUBBER ARMOR  
COATING, WIDE ANGLE VIEWING,  
FOCUS FREE INSTAVISION,  
SPORTSVIEW, HAND STRAP, BELT  
PACK CASE. BRAND:  
BUSHNELL, MODEL: 17-5010.

Unit: each  
Unit Price: \$46.80

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Line: 7

SPOT LIGHT, HAND HELD, 2 MILLION  
CANDLE POWER, CORDLESS, BLACK,  
WITH CHARGER. BRAND:  
Rothco MODEL: 249

Unit: each  
Unit Price: \$23.80

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Line: 8

FLASHLIGHTS, 5-D CELL, 17,000  
CANDLE POWER, STANDARD, BLACK,  
ADJUSTABLE BEAM,  
WATER RESISTANT, ALUMINUM  
CONSTRUCTION, KURLED HAND  
GRIP, SPARE CRYPTON BULB. BRAND:  
MAG INSTRUMENTS,  
MODEL: S5D016

Unit: each  
Unit Price: \$18.35

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Line: 9

FLASHLIGHT, RECHARGEABLE  
SYSTEM, ALUMINUM CASING, BLACK,  
ANODIZED CORROSION  
RESISTANT, INSIDE AND OUT, 6-VOLT  
NI-CAD RECHARGEABLE  
BATTERY, 1.5 HOUR USE, KNURLED  
HANDLE, SOFT TOUCH  
SWITCH, WITH TWO CHARGERS  
(AC/DC), LENAN LENS, 6 VOLT  
RECHARGEABLE BATTERY STICK.  
BRAND: STREAMLIGHT,  
MODEL: 26010.

Unit: each

Unit Price: \$89.90

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Line: 10

BATTERY STICK (PACK),  
RECHARGEABLE TO FIT STREAMLIGHT  
MODEL SL-20X-26010  
RECHARGEABLE FLASHLIGHT NI-CAD.  
BRAND: INTERSTATE  
BATTERY, MODEL: S-522

Unit: each

Unit Price: \$13.20

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Line: 11

LAMP, REPLACEMENT, HALOGEN,  
TO FIT STREAMLIGHT MODEL 26010  
RECHARGEABLE FLASHLIGHT. BRAND:  
STREAMLIGHT, MODEL 20110

Unit: each

Unit Price: \$13.20

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Line: 12

**DISTURBANCE CONTROL KIT:  
DAMASCUS #K1, WITH ONE #DCP-2000  
IMPERIAL UPPER BODY  
PROTECTOR, ONE REFLECTIVE NAME  
PLATE, ONE PAIR OF  
#FP10 IMPERIAL FOREARM  
PROTECTOR, ONE PAIR OF #DRES25  
REACTOR FULL FINGER TACTIVAL  
GLOVES, ONE PAIR OF #DSG-  
100 IMPERIAL HARD SHELL  
KNEE/SHIN/FOOT GUARDS, ONE  
#NH50L NOMEX LIGHTWEIGHT HOOD  
(BLACK), AND ONE #DB-1  
GEAR BAG**

Unit: each  
Unit Price: \$178.00

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Line: 13

**BODY SHIELDS-RECTANGULAR: A  
LEXAN "BODY" SHIELD MEASURING 24"  
X 48" X .150" WITH  
ERGONOMIC HANDLE, QUICK RELEASE  
STRAP AND  
POLYCARBONATE MATERIAL.  
PAULSON BS-3**

Unit: each  
Unit Price: \$118.00

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Line: 14

**CAPTURE SHIELDS - HEAD TO KNEE  
COVERAGE, 24" X 48" X .150".  
DESIGNED FOR CELL EXTRACTION  
OR CAPTURE. DOUBLE HANDLES ON  
THE EXTERIOR OF THE  
SHIELD. PAULSON BS-4**

Unit: each  
Unit Price: \$115.00

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Line: 15

HATCH SGK100 STREET GUARD GLOVE. PROTECTION FROM CUTS AND SHARP OBJECTS OVER THE ENTIRE HAND AND FEATURES A 9 OZ. KEVLAR INTERLOCK LINER IN THE INSIDE OF THE HANDS AND FINGERS. DIGITIZED SYNTHETIC LEATHER PALMS WITH NON-SLIP CRADLES. NEOPRENE AND NYLON SPANDEX LAMINATED FABRIC BACK ALLOWS AIR CIRCULATION FOR MAXIMUM COMFORT AND A PROPER, SNUG FIT HOOK AND LOOP CLOSURE KEEPS GLOVES FIRMLY IN PLACE.

Unit: Pair

Unit Price: \$21.00

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Line: 16

LEG IRONS, STAINLESS, NICKEL FINISHED STEEL, INNER PERIMETER 8" TO 10 3/4", HEAT TREATED 14", CHAIN 22 LOCKING POSITIONS, DOUBLE LOCK ENGAGING PIN, TO INCLUDE 2 KEYS, LIFE WARRANTY. BRAND: SMITH & WESSON, MODEL: 1900 SKU#350121

Unit: Pair

Unit Price: \$32.99

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Line: 17

HANDCUFFS, STANDARD HANDCUFFS, SATIN NICKEL FINISHED STEEL, INNER PERIMETER RANGE 5 3/4" TO 8". HEAT TREATED CHAIN, 20 LOCKING POSITION, SELF-LOCKING SINGLE LOCK, DOUBLE LOCK ENGAGING PIN, TO INCLUDE 2 KEYS, 10 OZ., LIFETIME WARRANTY. BRAND:

SMITH & WESSON, MODEL 100, PART  
#350103

Unit: Each  
Unit Price: \$20.50

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Line: 18

LEG IRONS, 15 INCH CHAIN,  
APPROXIMATELY 19 LOCKING  
POSITIONS, APPROXIMATELY 10  
INCH CIRCUMFERENCE, STEEL  
CONSTRUCTION, TWO KEYS.  
BRAND: PEERLESS, MODEL: 703  
SKU#4740

Unit: each  
Unit Price: \$32.25

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Line: 19

COVER, HANDCUFF, PROTECTS  
THE KEY HOLE AND PREVENTS PICKING OR TAMPERING  
WITH ANY PART OF THE LOCK, HIGH STRENGTH, HIGH  
IMPACT ABS PLASTIC COVER, METAL CLIP THAT THE  
SECURITY LINK PASSES THROUGH TO ALLOW TO USE  
THE SECURITY CHAIN, PADLOCK  
THROUGH THE TWO CHAINS AT THE SNAP, SECURITY CLIP ON  
THE HANDCUFF COVER IS TO BE ALUMINUM 6061, SAME  
STRENGTH AS STEEL. BRAND: C & S, MODEL: #5

Unit: each  
Unit Price: \$18.50

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Line: 20

RESTRAINT, BED, LEATHER AND  
WOVEN WEBBING, WRIST, BUCKLES,  
LOCK. BRAND: HUMANE  
RESTRAINT, MODEL: #CBLWL-203

Unit: each

Unit Price: \$182.00

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Line: 21

RESTRAINT, BED, LEATHER AND  
WOVEN WEBBING, TORSO, LOCK TO  
THE BED. BRAND: HUMANE  
RESTRAINT, MODEL: #CBL-101

Unit: each  
Unit Price: \$94.00

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Line: 22

RESTRAINTS, PLASTIC, HEAVY  
DUTY, LIGHTWEIGHT, DISPOSABLE,  
ADJUSTABLE,  
APPROXIMATELY 22 INCHES LONG, 10  
PER PACKAGE, APPROX.  
370 LBS. TENSILE STRENGTH. BRAND:  
Safariland, MODEL: 8210-1

Unit: Pack  
Unit Price: \$7.80

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Line: 23

RESTRAINTS, PLASTIC, HEAVY  
DUTY, LIGHTWEIGHT, DISPOSABLE,  
ADJUSTABLE,  
APPROXIMATELY 22 INCHES LONG,  
WHITE, 100 PER PACK,  
APPROX. 370 LBS. TENSILE STRENGTH:  
BRAND: Safariland,  
MODEL: 8210-1-Pack

Unit: Pack  
Unit Price: \$69.00

Line: 24

RESTRAINTS, PLASTIC, HEAVY  
DUTY, TWO LOOP, DISPOSABLE,  
ADJUSTABLE, PRACTICABLE  
COMFORMITY TO FEDERAL  
COMMERCIAL DESCRIPTION A-A-  
55267 DATED FEBRUARY 28, 1995.  
CASE PACK: 100, BRAND:  
Safariland, MODEL: 8220-Bulk

Unit: Case  
Unit Price: \$127.00

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Line: 25

HANDCUFFS, CARBON STEEL,  
CHAIN LINK, WITH PROFILED EDGES,  
DOUBLE LOCKING, WITH  
TWO (2) KEYS. MIN. INSIDE  
PERIMETER: 5.9 INCHES. MAX. INSIDE  
PERIMETER: 8.3 INCHES. MAX.  
OVERALL LENGTH: 9.3 INCHES.  
FINISH: NICKEL OR BLACK OXIDE. 10  
oz. LIFETIME WARRANTY.  
BRAND: PEERLESS MODEL: 700

Unit: Each  
Unit Price: \$19.90

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Line: 26

HANDCUFFS, CARBON STEEL, WITH  
10% LARGER INSIDE PERIMETER THAN  
THE PEERLESS MODEL  
700. WITH PROFILED EDGES, DOUBLE  
LOCKING, AND TWO (2)  
KEYS. MIN. INSIDE PERIMETER: 6.4  
INCHES. MAX. INSIDE  
PERIMETER: 9.1 INCHES. MAX.  
OVERALL LENGTH: 8.5 INCHES.  
FINISH: NICKEL OR BLACK OXIDE. 12  
oz. LIFETIME WARRANTY.

BRAND: PEERLESS MODEL: 801

Unit: Each  
Unit Price: \$27.20

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Line: 27

Handcuffs, Black Steel 1 Pawl Chain,  
(Yellow Tactical), Single Stainless Steel  
Chain, Stainless Steel Frame, Two-Sided  
Double Lock, ASP Product Code 56101

Unit: Pair  
Unit Price: \$28.99

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### **SPECIAL TERMS AND CONDITIONS**

1. **ADVERTISING** 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 will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Commonwealth has purchased or uses any of its products or services, and the contractor shall not include Commonwealth in any client list in advertising and promotional materials..
2. **AUDIT**: 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.
3. **ADDITIONAL USERS**: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
4. **AWARD**: There are two (2) lots of police supply items included in this solicitation: *Lot 1: Police Supplies, Miscellaneous*, and *Lot 2: Police Restraints*. It is the desire and intent of the Commonwealth to award all items within a lot. The Commonwealth will make the award to the lowest responsive and responsible DMBE-certified small business bidder for each of the lots. Therefore, there may be more than one contractor on the resulting contract. 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.

5. **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 canceled.
6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
7. **BID SUBMISSION FOR SEALED IFB:** The preferred method for submission of sealed bids is electronic submission through eVA. However, paper submissions are also accepted:

**ELECTRONIC SUBMISSION:** Electronic sealed bids/proposals must be submitted through the eVA Internet electronic procurement solution at [www.eva.virginia.gov](http://www.eva.virginia.gov). To submit an electronic sealed bid/proposal the vendor must be registered in eVA and must use their eVA log-in ID and password. **SEALED BIDS SUBMITTED VIA EMAIL RATHER THAN VIA eVA AS DESCRIBED IN THE PRECEEDING SENTENCE WILL NOT BE ACCEPTED.** Instructions for vendor registration can be found at [www.eva.virginia.gov](http://www.eva.virginia.gov). Bidders 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 at the proper location by the due date and time regardless of the cause.

**PAPER SUBMISSION:** Offeror must print, sign and include the "Solicitation Paper Response" document for this Invitation for Bids (IFB) with their hardcopy sealed bid. The "Solicitation Paper Response" document can be printed at the Division of Purchasing and Supply eVA web site at [www.eva.virginia.gov](http://www.eva.virginia.gov). To print the document, go to the eVA website and click on "Solicitations & Awards (VBO)". After the page loads, in the Keyword Search field, type in the word "police" (no quotes). Click the "Go" button, then double-click on IFB number 1521. To view the "Solicitation Paper Response" document, click the "Respond By Mail" box. To print the "Solicitation Paper Response" document, click the "Send to Printer" box. Please Note: Bidders sign the signature page of the "Solicitation Paper Response" document at the end of the document.

Return to the eVA website to confirm if any IFB amendments have been issued. If amendments to the IFB have been issued, bidders may acknowledge the amendments by responding with a "Yes" on the appropriate line under the "Reminders" section of the "Solicitation Paper Response" document, or, if responding electronically, when entering your electronic bid response. If amendments to the IFB have been made, an acknowledgment of the amendments must be received at the location indicated on the IFB either prior to the proposal due date and hour or attached to your proposal. If submitting a paper response to a solicitation, the bidder shall return the signed response in a sealed envelope. The envelope should be addressed and delivered to the Commonwealth of Virginia, Department of General Services, Division of Purchases and

Supply, 6th Floor Receptionist/Bid Tab, 1111 East Broad Street, Richmond, VA 23219. Make sure the Invitation for Bids (IFB) name, number and due date and time are clearly visible on the outside of the envelope. Bids/proposals may also be hand delivered to this location. The envelope should also provide the following information: Name of Bidder, Street or Box Number, City, State, Zip Code; and Solicitation Close Date and Time, Solicitation No., Solicitation Description, and the name of the Contract/Purchase Officer. If a solicitation response is not contained in an envelope as described above 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 un-requested correspondence or other bids/proposals should be placed in the envelope. The Commonwealth is not responsible if the solicitation response does not reach the specific destination by the appointed time. If mailed, the bidder should allow sufficient time for a bid to make its way through the Commonwealth's Mail Security Processing System prior to delivery to the Bid Tab Room.

8. **PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.
9. **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. The quantities shown are based on past usage and represent anticipated usage during a two (2) year period. The initial term of the contract will be two (2) years.
10. **REFERENCES:** Bidders should provide a list of at least 3 references where similar goods and/or services have been provided. Each reference should include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>
<u>TELEPHONE</u>		

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

11. **RENEWAL OF CONTRACT/PRICE ADJUSTMENTS:** The initial term of the contract will be two (2) years. This contract may be renewed by the Commonwealth for up to three (3) successive one-year periods under the terms and conditions of the original contract. Price adjustments may be permitted for changes in the contractor's cost of providing goods and services under this contract. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted 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. The "All Items" and other relevant categories of the CPI-U, U.S. City Average section of the Consumer Price Index (CPI) of the U.S. Bureau of Labor Statistics will be used as guides to evaluate requested price changes, as will other relevant indices, including the Producer Price Index (PPI). Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. Contractor should give not less than 30 days advance notice of any price increase to the purchasing office. The contractor shall document the amount and proposed effective date of any

general change in the price. Documentation should be supplied with the contractor's request for increase. 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.

12. **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 those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
13. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.
  - 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 July 1, 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.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

14. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a

substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

15. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
16. **ADDITIONAL INFORMATION:** The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems desirable.
17. **DELIVERY/PRICING/MINIMUM ORDERS:** All items shall be F.O.B. Destination to any point within the Commonwealth of Virginia as directed by ordering agency or other public body. Provide pricing and delivery days in the appropriate spaces for each line item in *Lot 1: Police Supplies, Miscellaneous*, and *Lot 2: Police Restraints*. Delivery days shall be expressed as calendar days after receipt of order. Delivery of all contract items shall be made within 30 calendar days after receipt of purchase order. In the case of errors in the extension of prices, the unit price shall govern. Minimum orders shall be \$50.00 for F.O.B. Destination to ordering agency or other public body within the Commonwealth of Virginia. For orders of less than \$50.00, 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.
18. **CONTRACTOR'S ANNUAL REPORT OF SALES:** Contractors shall provide electronic reports in Microsoft Excel format annually showing invoiced sales data. Reports shall be sent to the contract officer and contain detailed contract usage information, including item description, make, model number, ordering unit, contract price, and quantity by ordering state agency or other public body.
19. **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.

**20. 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 Bank of America (BOA) Visa Purchasing Card is indicated below.

**Charge Card Levels:**

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

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

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

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

- 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
- 

## GENERAL TERMS AND CONDITIONS

**A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any

changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the "Vendor" tab.

### **B. 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.

### **C. ANTI-DISCRIMINATION:**

**ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act

and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on

the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to

account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply: 1. During the performance of

this contract, the contractor agrees as follows: a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to

the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal

opportunity employer. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall

be deemed sufficient for the purpose of meeting these requirements. 2. The contractor will include the provisions of 1. above in

every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **D. ETHICS IN PUBLIC CONTRACTING**

**ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**E. IMMIGRATION REFORM**

**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.

**F. 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.

**G. 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.

**H. 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.

**I. 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.

**K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. CHANGES TO THE CONTRACT**

Changes can be made to the contract in any of the following ways: 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: a. By mutual agreement between the parties in writing; or b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

**P. DEFAULT**

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**Q. TAXES**

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**R. USE OF BRAND NAMES**

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.

**S. 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.

**T. 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)

**T. 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)

**T. 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

**U. 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](http://www.eva.virginia.gov)) for a minimum of 10 days.

**V. 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.

#### **W. 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.

#### **X. eVA REGISTRATION**

**eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet 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.

#### **Y. AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds

available or which may hereafter become available for the purpose of this agreement.

#### **Z. SET ASIDES**

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. 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.

**J. 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)

**J. 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)

**J. 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.

**J. PAYMENT (4 of 4)**

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

**AA. BID PRICE CURRENCY:**

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

**BB. 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