**COMMONWEALTH OF VIRGINIA**
**DEPARTMENT OF GENERAL SERVICES**
**DIVISION OF PURCHASES AND SUPPLY**
**P.O. BOX 1199**
**RICHMOND, VIRGINIA 23209**

# NOTICE OF CONTRACT RENEWAL

1. DATE ..... October 19, 2009
2. COMMODITY NAME ..... IMMUNOREACTIVE, TEST KIT, TRYPSIN
3. CONTRACT NUMBER ..... Master Agreement - E194 - 252 - 10
4. CONTRACT PERIOD ..... November 1, 2009 through October 31, 2010
5. AUTHORIZED USERS ..... Department of General Services, Division of Consolidated Lab
6. CONTRACTOR'S DUNS NUMBER ..... 132010856
7. CONTRACTOR ..... PerkinElmer LAS, Inc.
8. CONTRACTOR'S PHONE NUMBER ..... 800-762-4000
9. CONTRACTOR'S FAX NUMBER ..... 203-944-4901
10. TERMS ..... Net 30 Days
11. DELIVERY ..... 14 to 21 Days after Order
12. F.O.B. ..... Destination
13. MINIMUM ORDER ..... $100.00
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Betsy Bratton, CPPB, VCO
    Phone: (804) 786-3854
    Fax: (804) 786-5413
15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.dgs.state.va.us/dps.
16. NOTICE TO: This use of this contract is limited to the Department of General Services, Division of Consolidated Laboratories.

**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.

Betsy Bratton

By: _____
Statewide Contract Officer

## Vendor

Legal Name: PerkinElmer LAS, Inc.
eVA Vendor ID Number: E5348
Vendor Address: 710 Bridgeport Ave,
Shelton, CT 06484

Vendor Phone: 800-762-4000
Vendor Fax : 203-944-4901

Vendor Contact Name: Paul Vetter or Marc Maugoue

Contact Phone: Paul 301-706-2723
Marc 203-402-7154
Vendor Contact Email: Paul.Vetter@perkinelmer.com
Credit Cards: Visa, MasterCard, American Express
Quote Ref # PV 9-27-2005-01

## ORDERING INSTRUCTIONS

**IMPORTANT!** **The applicable contract number and part number must be shown on each purchase order** and copy, each facsimile transmission or given verbally when telephonic orders are placed.

1. Purchase orders: Unless otherwise instructed by the Division of Purchases and Supply, all orders for the items/services will be placed through eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.

2. Complaints: 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.

3. Transportation and Packaging: 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.

4. Inspection and Invoices: Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency.

5. Renewal. No renewals remain.

6. Price Increases: IMPORTANT! All price increases must be approved in advance by the DPS contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.

## Commodity Information

| Item # | Part # | Description | Unit Price |
|---|---|---|---|
| | | **REAGENTS** | |
| 01 | B00-50112 | AutoDELFIA Neo IRT | $1780.00 |
| 02 | 1235-402 | AutoDELFIA Pipette Tips, 960/pk | $0.00 |
| 03 | 1235-411 | AutoDELFIA Dilution Vessels, 100pk | $0.00 |
| 04 | B117-100 | AutoDELFIA Wash Concentration, 8x250 ml | $0.00 |
| 05 | B118-100 | AutoDELFIA Enhancement Solution, 8x250 ml | $0.00 |
| | | **INSTRUMENTATION** | |
| 06 | 1221-500 | Remote Support Software | No Charge |

| Item # | Part # | Description | Unit Price |
|---|---|---|---|
| 07 | 1235-416 | Waste Pump Option | No Charge |
| 08 | 1235-501 | AutoDELFIA Plate Processor System includes: 1235-001 AutoDELFIA Plate Processor and 1235-8060 Dell Optiplex Computer with 15" flat panel display, PCI Arcnet Card, Windows XP and AutoDELFIA Workstation and MultiCalc Software | No Charge |
| 09 | 2011-0040 | Lexmark E232 Laser Printer | No Charge |
| 10 | UPSAP200 | Uninterrupted Power Supply | No Charge |

**SPECIFICATION/STANDARDS:**

Standards and Controls: All HHS and FDA Regulations on immunoassay kits in effect on the date of the Invitation to Bids shall apply. When changes are made to the HHS and FDA regulation contractor shall update the product/s to remain in compliance with these regulations. Contractor shall keep all Human blood used in the preparations of standards and controls must be negative for the antibody to HTLV-III (HIV) and non-reactive for Hepatitis B-surface antigen (HbsAg) when tested with FDA licensed reagents.

IRT kits must contain all necessary reagents and materials needed to measure the concentration of immunoreactive trypsin in neonatal dried blood specimens. The components in these kits must include the following:

1. Standards and Controls. These two components must conform to standards set by the National Committee for Clinical Laboratory Standards (NCCLS Vol. 5, No. 14, 1985), as well as guidelines within CLIA '88.

a) All IRT concentrations will be expressed as ng/mL in blood and are equivalent to a single 1/8" disk punched from S & S #903 filter paper. b) All standards and controls must be human dried whole blood spots on S & S #903 filter paper. The same lot of the S & S #903 must be used during the contract year. c) Dried blood spot standards must be provided with each IRT kit. The IRT concentration of these standards must range from 0 to 500 ng/mL of blood. d) A minimum of three blood spot controls must be provided in the IRT kit at normal (30-50 ng/mL), borderline (60-80 ng/mL) and high (110-130 ng/mL) IRT concentrations.

2. Sufficient quantity of each reagent must be supplied to allow for priming pipetters, testing of washers and parallel testing of kits for compliance (Approximately 5-10%).

3. Test kits must be compatible with the following existing equipment used for sample preparation (The use of microtiter plates is required). a) Wallac Multipuncher, b) Delfia microplate benchtop puncher

Instrumentation/Computerization: a) Testing instrumentation must include all computer equipment, printers and software necessary to analyze samples, capture workload data and maintain quality control information. b) Instrumentation must provide a walk-away solution with the capability to handle volumes up to 12 microtiter plates in a run, with completion times under 18 hours. c) The vendor's software should be compatible with common windows-based tools and must have software in place to immediately interface with the NBS StarLIMS software application at the time of bid submission.

Delivery: Shipments shall be delivered on a monthly basis in sufficient quantity (approximately 10,000/month) to allow the lab to store all of the kit components in available refrigeration units within the Newborn Screening (NBS) Lab area. Reagents must demonstrate adequate stability when in use.

Shipment: Each shipment must be accompanied by written documentation showing that all quality control parameters have been met. Results and expected ranges of quality control blood spots must be provided.

Procedures: Procedure for performing the IRT test must be included in the kit as a package insert. The protocol for IRT must allow for the completion of 1000 samples within an 8-hour workday.

Failure Replacements: All lots of reagents will be assayed in the laboratory to verify compliance to the accompanying parameters. Lots which fail to comply must be replaced with an acceptable lot within 24 hours of notification.

Technical Assistance: Technical assistance must be available in the field and by telephone between the hours of 8:00 a.m. and 5:00 p.m. – Eastern Time, Monday through Saturday. When phone assistance is insufficient, the vendor must be capable of providing on-site response by the next workday.

Repair Parts/Loaner: The vendor must be capable of providing replacement parts and/or loaner equipment, with next day delivery, to minimize laboratory downtime

MSDS Information: Each vendor is required to provide MSDS documentation for all reagents used in the IRT test kit. Kits containing carcinogenic or otherwise environmentally hazardous reagents may be removed from consideration

Complete Bid: Each vendor must quote a price per patient results per year including test kits, consumables, equipment, software and maintenance as a “reagent rental” package. Attach to the bid a breakdown of the quote including the package price of the test kit, number of kits per box or carton, cost of the consumables by box or carton with the number of test that can be preformed, equipment, software, and maintenance

FDA Approval: The bidder must be able to verify FDA approval for the test kit upon bid submission

Evaluation: Evaluation of all test kits shall be performed by DCLS personnel within their normal work environment. Testing that requires prolonged incubations or any other parameter that does not conform to the NBS Lab’s workflow may not be considered. The bidder is responsible to provide sufficient descriptive literature, testing procedures and detailed specifications to enable DCLS to determine if the products offered meet the requirements of the bid and the work schedule of the NBS Lab.

Training: The contractor shall provide at no charge, on-site training for laboratory staff. This training must allow for individual and small group training for a staff of 15.

## SPECIAL TERMS AND CONDITIONS:

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**PRICE ESCALATION/DE-ESCALATION**: Price adjustments may be permitted only for changes in the Contractor's cost of materials. Producers Price Indices Table 5, (325413-1111, 325413-1221) or other appropriate indices will be used as a guide to determine price increases or decreases. 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.

**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.

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.

**MINIMUM ORDERS:** MINIMUM ORDERS will be $100.00 for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than $100.00, 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.

**CONTRACT CANCELLATION:** 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.

**DELIVERY:** Delivery of all requested contract items shall be made within 14 to 21 calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

**PAYMENT TERMS/OPTIONS:** Procurement Cards: Contractor should be able to accept the Commonwealth's card for invoices under $5,000 per transaction. The Commonwealth does not mandate the use of the charge card for invoices under $5,000. Using ETF via eVA will generally get you a lower transaction cost and save you money compared to payment via the purchasing card. Standard payment terms are net 30 days from products delivery or properly executed invoice receipt, whichever is later.

**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. The first report shall include purchases made in the first six months of the contract. For contracts of one year, the Contractor shall furnish a second report listing the purchases made in the first nine months of the contract. In addition, for contracts exceeding one year, the Contractor shall furnish reports at the end of each consecutive twelve month period and 90 calendar days prior to the expiration date of the contract.

All reports shall be delivered to the Division of Purchases and Supply no later than 14 calendar days after the request has been made by the Division. Reports shall be sent to the attention of the appropriate contract officer. Failure to submit this information in the required time may result in disqualification from bidding on the next solicitation for this contract. Each report shall be in two segments: (1) One to report the total dollar volume of purchases and the total number of each item ordered by State agencies, institutions and departments; (2) One to

report the total dollar volume of purchases and number of each item ordered by all other Commonwealth public bodies (e.g. cities, towns, counties, schools and authorities, etc.), if authorized users of this contract.

**QUANTITIES:** Quantities set forth 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.

**EQUIPMENT:** Bidders shall submit prices based on a Loaner option for equipment in which the Contractor shall supply equipment at no charge to the Commonwealth. Equipment may be added to or removed from this contract at anytime, so long as performance, reliability and service are not reduced. Contractor may add or remove equipment by submitting, with its serial number and stating what action is being taken and when. Title shall at all times remain with the Contractor. Maintenance is the responsibility of the title holder. The user will be responsible for all supplies and consumables. Attach a list to this solicitation equipment to be supplied for this contract.

**GENERAL TERMS AND CONDITIONS:**

**VENDORS MANUAL**: This contract 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.dgs.state.va.us/dps under "Manuals."

**APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**ANTI-DISCRIMINATION**: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1. and 2. below apply: 1.) During the performance of this contract, the contractor agrees as follows: (a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2.) The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

**IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**DEBARMENT STATUS**: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**PAYMENT** To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.

In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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.

**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.

**TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

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

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

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

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

**TRANSPORTATION AND PACKAGING**: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**INSURANCE**: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS: 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - $100,000. 3) Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4).Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.).

NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /$1,000,000 per occurrence, $3,000,000 aggregate Architecture/$2,000,000 per occurrence, $6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ $1,000,000 per occurrence, $3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical ,Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) $1,750,000 per occurrence, $3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - $1,800,000, July 1, 2006 - $1,850,000, July 1, 2007 - $1,925,000, July 1, 2008 - $2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /$1,000,000 per occurrence, $3,000,000 aggregate, Landscape/Architecture/$1,000,000 per occurrence, $1,000,000 aggregate, Legal/$1,000,000 per occurrence, $5,000,000 aggregate. Professional Engineer/$2,000,000 per occurrence, $6,000,000 aggregate, Surveying/$1,000,000 per occurrence, $1,000,000 aggregate

**DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during

the performance of the contract.

**NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.