COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES & SUPPLY
POST OFFICE BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT CHANGE

DATE:	**MAY 31, 2013**
CONTRACT NO.:	**E194 - 27781**
COMMODITY:	**STOCK COMPUTER FORMS**
AUTHORIZED USERS:	**ALL**
CHANGE NUMBER:	**01**
EFFECTIVE DATE:	**IMMEDIATELY**
CONTRACTOR:	**FORMS WORLD, INC.**

THE FOLLOWING PRICES, TERMS, AND/OR CONDITIONS ARE HEREBY CHANGED AS OF THE ABOVE-STATED EFFECTIVE DATE:

Price Correction Re:
Forms World, Inc. - Inside Delivery page 5 of 25 (Additional Information).

The $300.00 per CWT price for Inside Delivery is incorrect and has been changed.

The correct price for Inside Delivery is **$30.00 per CWT** (Not to exceed $300.00).

The Notice of Contract Award document has been updated with this correction.

BY: Kirby L. Battle Jr.

Kirby L. Battle, Jr., CPPB, VCO
Contract Officer
Phone: (804) 786-5414

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
PO Box 1199
RICHMOND, VA 23218-1199

Notice of Contract Award

CONTRACT # E194-27781
Contract Title: STOCK COMPUTER FORMS

1.	DATE:	April 18, 2013
2.	CONTRACT PERIOD:	May 1, 2013 – April 30, 2014
3.	SUPERCEDES:	E194-557
4.	AUTHORIZED USERS:	All State Agencies
5.	CONTRACTOR'S eVA Vendor ID#:	See Page 2
6.	CONTRACTOR:	See Page 2
7.	CONTRACTOR CONTACT Name:	See Page 2
8.	PAYMENT TERMS:	Net 30
9.	DELIVERY DATE – ARO:	See Page 5
10.	DELIVERY TERMS – F.O.B.:	F. O. B. Destination – Freight Included
11.	MINIMUM ORDER:	See Page 5
12.	DPS CONTRACT OFFICER NAME: Phone: Email:	Kirby L. Battle, Jr. (804) 786-5414 kirby.battle@dgs.virginia.gov

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: www.eva.virginia.gov under the State Contracts webpage

AUTHORIZED USERS: This contract is the result of a competitive bid program and its use is **Mandatory for all STATE AGENCIES** (unless otherwise indicated in item 4 above) and **Optional** for public bodies and entities authorized to use the contract by the *Code of Virginia* § 2.2-1120.D, to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c**)(3)** of the Internal Revenue Code, in the purchase of any commodity listed herein.

***NOTE**: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343, 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.*

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1. CONTRACTORS / VENDORS INFORMATION

Contractor Name	eVA Vendor ID#	Location Address(es)	Contact Information (Name, Phone, Fax and Email)
B W WILSON PAPER COMPANY	C11409	2501 BRITTONS HILL ROAD RICHMOND, VA 23234	RICK BRENNAN (804) 358-6715 (804) 358-4742, fax rbrennan@bwwilson.com
FORMS WORLD, INC.	E498	P.O. BOX 6930 ST. LOUIS, MO 63123	PATRICIA TASCH (800) 325-9942 or (314) 821-1266 (314) 821-8199, FAX PAT@FORMSWORLD.COM

2. GENERAL INSTRUCTIONS

1. Ordering Method: Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this contract must order items by issuing purchase orders 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. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions, they should place all purchase orders through eVA or eVA Lite.

2. Purchase Order Information: When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number, as shown on page 1, **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.

3. Ordering Entity Acceptance: Inspection and acceptance upon delivery and approval of vendor's invoice is the responsibility of the receiving entity.

4. Complaints: Any complaint that is due to a violation or breach of the Contract provisions, shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the contract vendor, with a copy sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning entities. This form may be downloaded from the internet at the following link http://eva.virginia.gov/learn-about-eva/files/VendorComplaintForm.doc

5. Changes: Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.

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3. ADDITIONAL INFORMATION

DELIVERY:

B. W. WILSON PAPER COMPANY

Delivery (Number of Days): **14**

Inside Delivery Charge, per CTN (The maximum inside delivery charge shall not exceed $300.00): **$ 2.25 per CTN**

Minimum Order (Freight included): **$ 300.00**

FORMS WORLD, INC.

Delivery (Number of Days):

Minimum Inside delivery charge (The maximum inside delivery charge shall not exceed $300.00): **$ .90 per lb., up to 45 lbs.**

Inside Delivery Charge, per CWT (The maximum inside delivery charge shall not exceed $300.00) : **$ 30.00 per CWT**

Minimum Order (Freight included): **10 Cartons**

** Change 01: Inside Delivery Charge correction. The correct per CWT charge is $30.00/CWT (not $300.00/CWT)*

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4. SCOPE OF WORK /SPECIFICATIONS

SCOPE: The purpose of this Invitation For Bid (IFB) is to solicit SEALED BIDS from qualified "Responsive" and "Responsible" vendors that will result in a one (1) year term contract (with FOUR optional one-year renewal periods) to supply CONTINUOUS STOCK COMPUTER FORMS to the various agencies, localities and other public entities of the Commonwealth of Virginia as described per specification, Terms and Conditions of this solicitation,. The award will be made on a " PER LINE ITEM" basis. See instructions below (PAPER SUBMISSION) for submitting "Paper Response".

Specification:

Style:	Continuous, marginally punched, stock forms.
General Construction:	Continuous folded, 1 to 6 parts marginally punched, both sides, for high speed printer feed. Perforated between sets, carbon interleaved, crimp fastened or equal (no staples) extended to ½" of left edge for separation. Forms shall operate with a minimum of operator attendance.
Paper:	Bond, recycled bond (30% post consumer content), and carbonless papers (blue or black at contractor's discretion) are available on this contract. *With the exception of economy papers, all paper stocks used in fulfillment of this contract are alkaline.*
Ink:	Black or blank or color bar (color is shown on the pricing schedule) as indicated in the stock form description.
Marginal Punching and Perforating:	Punches left and right 5/32" holes ½" CC, ¼" from center of hole to edge of sheet. Top or first hole centered ¼" from cross perforation. Holes shall be clean cut. Forms shall be free of waste or chad even if fastened by incomplete punching. 9-1/2" X 11" and 9-1/2" X 5-1/2" forms shall have ½" left and right perforations.
Perforation Between Sets:	Through all parts and carbons; shall be at right angle to marginal aligning holes and fall halfway between marginal aligning holes. Perforations shall not intersect cuts between vertical perforations.
Micro Perforations:	When micro perforating is designed for the line item, forms shall be micro perforated on left and right edges, as well as between sets.
Fastening:	Temporary; crimping, or incomplete holes. Carbons shall be mechanically removable without removing aligning strips. No wire stitching or stapling.
Packing:	Forms shall be packed with no more than one break in any carton. For multiple part forms, breaks shall not be spliced. All breaks shall be marked on the

outside of the carton. For single-part forms, breaks may be spliced. Forms shall be packed in close-fitting cartons with a corrugated or fiberboard pad, top and bottom.

Labeling: End label each carton as to form number, size, number of parts, break, etc., and contractor's name.

Counts and Weights: The carton count will be used to establish ordering quantities.

Substance Weight: The substance weight of paper is based on the weight of 500 sheets measuring 17" X 22".

Vendor Name: **B. W. Wilson Paper Company**
Address: **2501 Brittons Hill Road**
Contact: **Rick Brennan**
Phone: **(804) 358-6715**
eMail: rbrennan@bwwilson.com

DMBE Certification #**: 6308**

Delivery (Number of Days): **3 to 14**

Minimum Inside delivery charge (The maximum inside delivery charge shall not exceed $300.00): **$__ per carton. (**NA**)**

Inside Delivery Charge, per CTN (The maximum inside delivery charge shall not exceed $300.00) : **$ 2.25 per CTN**

Minimum Order (Freight included): **$ 300.00**

Product Number	Size	No. Plys	Weight	Stock	Format	Perforation	No. Forms / Crtn	Shipping Weight / lbs.	Unit Price / Carton:
95102EB	9-1/2" X 11"	1	18#	Economy	Blank	Standard	2700	31	**$ 18.41**
951522	9-1/2" X 11"	2	15#	Carbonless	Blank	Standard	1700	31	**$ 34.65**
951523	9-1/2" X 11"	3	12# / 15#	Carbonless	Blank	Standard	1200	31	**$ 36.00**
951524	9-1/2" X 11"	4	12# / 15#	Premium	Blank	Standard	900	31	**$ 38.40**
148502	14-7/8" X 8-1/2"	2	12# / 15#	Carbonless	Greenbar	Standard	1700	38	**$ 37.06**
148503	14-7/8" X 8-1/2"	3	12# / 15#	Carbonless	Greenbar	Standard	1200	38	**$ 44.69**
148504	14-7/8" X 8-1/2"	4	12# / 15#	Carbonless	Greenbar	Standard	900	38	**$ 44.06**
141109	14-7/8" X 11"	1	15#	Economy	Greenbar	Standard	3500	50	**$ 34.44**

Product Number	Size	No. Plys	Weight	Stock	Format	Perforation	No. Forms / Crtn	Shipping Weight / lbs.	Unit Price / Carton:
141109	14-7/8" X 11"	1	15#	Premium	Greenbar	Standard	3500	50	**$ 34.44**
141009	14-7/8" X 11"	1	15#	Premium	Blank	Standard	3500	50	**$ 34.44**
141052	14-7/8" X 11"	2	18#	Carbonless	Blank	Standard	1700	50	**$ 50.92**
141503	14-7/8" X 11"	3	12# / 15#	Carbonless	Greenbar	Standard	1200	50	**$ 55.19**
141504	14-7/8" X 11"	4	12# / 15#	Carbonless	Greenbar	Standard	900	50	**$ 56.59**

Vendor Name: **Forms World Inc.**
Address: **P.O. Box 6930 - St. Louis MO 63123**
Contact: **Patricia Tasch**
Phone: **(314) 821-1266 or (800) 325-9942**
eMail: pat@formsworld.com

DMBE Certification #**: 659184**

Delivery (Number of Days): **14**

Minimum Inside delivery charge (The maximum inside delivery charge shall not exceed $300.00): **$ .90 per lb., up to 45 lbs.**

Inside Delivery Charge, per CWT (The maximum inside delivery charge shall not exceed $300.00) : **$ 300.00 per CWT**

Minimum Order (Freight included): **10 Cartons**

Product Number	Size	No. Plys	Weight	Stock	Format	Perforation	No. Forms / Crtn	Shipping Weight / lbs.	Unit Price / M:
191E	9-1/2" X 11"	1	15#	Economy	Greenbar	Standard	2400	29	$ 5.96
181E	9-1/2" X 11"	1	15#	Economy	Blank	Standard	3300	28	$ 6.22
198E	9-1/2" X 11"	1	18#	Economy	Greenbar	Standard	2800	29	$ 7.04
190E	9-1/2" X 11"	1	20#	Economy	Greenbar	Standard	2400	28	$ 6.57
180E	9-1/2" X 11"	1	20#	Economy	Blank	Standard	2400	28	$ 6.42
181	9-1/2" X 11"	1	15#	Premium	Blank	Standard	3300	28	$ 6.13
188	9-1/2" X 11"	1	18#	Premium	Blank	Standard	2800	29	$ 6.77
68	9-1/2" X 11"	1	18#	Premium	Blank	Micro	2800	29	$ 7.27
180	9-1/2" X 11"	1	20#	Premium	Blank	Standard	2400	28	$ 6.68
60	9-1/2" X 11"	1	20#	Premium	Blank	Micro	2500	29	$ 6.84

Product Number	Size	No. Plys	Weight	Stock	Format	Perforation	No. Forms / Crtn	Shipping Weight / lbs.	Unit Price / M:
188R	9-1/2" X 11"	1	18#	Recycled	Blank	Standard	2800	29	$ 7.48
180R	9-1/2" X 11"	1	20#	Recycled	Blank	Standard	2400	28	$ 7.05
220NP	12" X 8-1/2"	1	20#	Premium	Blank, no marginal perforations	Standard	2800	27	$ 6.70
271E	14-7/8" X 8-1/2"	1	15#	Economy	Blank	Standard	3500	34	$ 6.95
248E	14-7/8" X 8-1/2"	1	18#	Economy	1/2" Greenbar	Standard	2800	34	$ 8.42
240	14-7/8" X 8-1/2"	1	20#	Premium	Greenbar	Standard	2600	34	$ 7.99
151E	14-7/8" X 11"	1	15#	Economy	3LPI	Standard	3500	47	$ 9.90
171E	14-7/8" X 11"	1	15#	Economy	Blank	Standard	3500	47	$ 9.63
148E	14-7/8" X 11"	1	18#	Economy	Greenbar	Standard	2800	47	$ 9.95
140E	14-7/8" X 11"	1	20#	Economy	Greenbar	Standard	2600	47	$ 10.93
150E	14-7/8" X 11"	1	20#	Economy	3LPI	Standard	2600	47	$ 10.93
170E	14-7/8" X 11"	1	20#	Economy	Blank	Standard	2600	47	$ 10.93
148	14-7/8" X 11"	1	18#	Premium	Greenbar	Standard	2800	47	$ 10.26
148	14-7/8" X 11"	1	18#	Premium	Greenbar	Standard	2800	47	$ 10.26
158	14-7/8" X 11"	1	18#	Premium	3PLI	Standard	2800	45	$ 10.50
178	14-7/8" X 11"	1	18#	Premium	Blank	Standard	2800	45	$ 10.75

Product Number	Size	No. Plys	Weight	Stock	Format	Perforation	No. Forms / Crtn	Shipping Weight / lbs.	Unit Price / M:
140	14-7/8" X 11"	1	20#	Premium	Greenbar	Standard	2600	47	$ 10.01
150	14-7/8" X 11"	1	20#	Premium	3LPI	Standard	2600	47	$ 10.36
170	14-7/8" X 11"	1	20#	Premium	Blank	Standard	2600	47	$ 10.36
140R	14-7/8" X 11"	1	20#	Recycled	Greenbar	Standard	2500	46	$ 10.93
842P	14-7/8" X 11"	2	15#	Carbonless	3LPI	Standard	1800	46	$ 30.56
803P	14-7/8" X 11"	3	18#	Carbonless	Blank	Standard	1200	46	$ 53.20
804P	14-7/8" X 11"	4	12# / 15#	Carbonless	Blank	Standard	900	46	$ 73.67

6. SPECIAL TERMS AND CONDITIONS

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.

AWARD:

An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

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.

ORDERS

Applicable departments, institutions and agencies of the Commonwealth may order by one of the following methods. ♦ Issuing Agency Purchase Order, Form DGS-41-011. ♦ Verbal order (for orders valued under $5,000): Local control number must be provided by the authorized ordering official which must also appear on invoice. ♦ Small Purchase Charge Card Mandatory

Acceptance of Small Purchase Charge Card: Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is mandatory (unless waived by DPS) within 90 days of contract award. For current contracts where acceptance of the purchasing card is not in effect, Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal. Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at Level 2, which is mandatory or Level 3 which is optional. Information on the various levels for the GE MasterCard is indicated below. Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2. Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost. • Supplier Name • Merchant Category Code • Date • Total Purchase Amount Level 2 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 GE MasterCard. • Customer Code (PCO Number from eVA) • Vendor Tax ID Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (which is optional) data which is considered Superior data, the vendor will receive the lowest interchange costs. • Item Description • Item Quantity • Item Unit of Measure • Product Code • Freight Amount • Extended line Item Amount ♦ Orders may be placed through eVA, the commonwealth's internet electronic procurement solution.

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.

MINIMUM ORDERS

Orders will be for FOB delivery to ordering agencies within the Commonwealth of Virginia. For orders of less than the agreed upon MINIMUM ORDER (to be determined prior to the award), 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 FOB 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.

DELIVERY POINT

Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the

Commonwealth or Public bodies of the Commonwealth as defined in Section 11-37 of the Virginia Public Procurement Act.

DELIVERY SERVICE

Delivery of any form may be required within 72 hours after receipt of order; however, all orders shall be delivered within 14 calendar days after receipt of order. In case of default of the contractor or failure to deliver the supplies or services ordered by the time specified, the Division of Purchases and Supply, after due notice in writing, may procure them from other sources and hold the contractor responsible for any excess costs occasioned thereby. Dockside delivery is required to one location per purchase order. Should the ordering agency require inside delivery, charges shall be prepaid by the contractor and added to the invoice. A receipt from the trucking company detailing the actual total weight and charges shall accompany the invoice. All shipments of 30 cartons or more shall be palletized. No charge will be allowed for pallets.

RENEWAL

At the sole discretion of the Division of Purchases and Supply, and at a reasonable time (approximately 90 days) prior to its expiration date, this contract may be renewed up to FOUR additional one-year periods, upon agreement of both parties.

PRICE ESCALATION

Price adjustments may be permitted only for changes in the contractor's cost of paper. Price adjustments may also be allowed if the Commonwealth institutes an eVA transaction fee to be paid by vendors, effective August 6, 2006. No price increases will be authorized for 365 calendar days after the effective date of the contract, except for the eVA transaction fee. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only when verified to the satisfaction of the purchasing office using the Producer’s Price Index **WPU09450104**, Pulp & Paper Weekly, copies of invoices submitted by the contractor’s suppliers, and/or present market conditions as guides. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. 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 of 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 the 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.

PURCHASE DOLLAR REPORT

PURCHASE DOLLAR REPORT The contractor shall furnish the Division of Purchases and Supply a statement covering the total dollar volume of purchases made under this contract at approximately 90 days prior to the contract expiration.

PURCHASE VOLUME REPORT

PURCHASE VOLUME REPORT The contractor shall furnish the Division of Purchases and Supply a report of the total number of each contract item delivered under this contract at approximately 90 days prior to the contract expiration

SAMPLES

SAMPLES Requested samples shall be representative of the quality of product that will be provided by offeror if awarded the contract. Samples shall be sent under separate cover if offeror is responding to the solicitation electronically; and shall be received by the Department of Purchases and Supplies prior to the solicitation closing date and time. The samples shall be addressed and labeled the same as PAPER SUBMISSIONS (section 02).

AUDITS

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.

7. 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 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.

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.

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) 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 (1 of 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: (part 1 of 2) The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows: a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse. b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

X. eVA REGISTRATION (2 of 2)

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: (part 2 of 2) 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, 2013, 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, 2013 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.

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 business entity if the business entity fails to remain in compliance with the provisions of this section.