NOTICE OF CONTRACT RENEWAL

VIRGINIA STATE POLICE

BATTLE DRESS UNIFORMS

Contract Number …… **E194-32606**

Description: …….……..…. Virginia State Police BDU's

Effective Begin Date: …… March 1, 2013

Expiration Date: …….. February 28/2014

Minimum Order Amount: ……... $0.00

Maximum Order Amount: …….. $0.00

Contact Information …….. Kirby Battle

Phone: …… 804-786-5414

Fax: …… 804-786-0223

Email: …….…….. kirby.battle@dgs.virginia.gov

Authorized Departments …….…….……... A156 – Virginia State Police

Contractor ……...……..……The Strong Group,Inc.
222 Atlantic Ave.
Oceanside, NY 11572

Contact Name: …….……...Walter Bistrong
Ann Fabrizio Siegel

Contact Email: …….…… **strong1000@aol.com**

Contact Phone: ……...…… (516) 766-6300

Contact Fax: …….……..…… (516) 766-6307

DMB Certified (S) ……..… # 651774, Expiration 05-23-2015

Contractor eVA ID Number …… E34539

Ship To (TYPICAL FOR ALL LINES)	**Bill To (TYPICAL FOR ALL LINES)**
Attention:	Attention:
Shipping Location: VA State Police Administrative Bldg	Billing Location: DEPARTMENT OF STATE POLICE Billing
Shipping Street Address 1: 7700 Midlothian Turnpike	Billing Street Address 1: PO BOX 27472
Shipping Method: Vendor	Product/Category:
Special Handling: INCLUDED	Color:
Packing Instructions: Per specification	Warranty Type:
Additional Handling Info:	Detailed Instructions:

Free On Board Name: FOB Destination-Freight Prepaid

LINES

Line: 1
Line Type: Item
NIGP Code: 20085

Description: SHORT SLEEVE SHIRT: Battle Dress uniform (BDU), two pocket, 65/35 poly/cotton, Navy Blue, Ripstop, per attached specification. Sizes: XS-XL Regular [**CCS-9**]

Size: **XS - XL REGULAR**

Unit: each
Unit Price: $22.00
Estimated Delivery Days: 30
Delivery Type: Per Specifications

Line: 2
Line Type: Item
NIGP Code: 20085

Description: SHORT SLEEVE SHIRT: Battle Dress uniform (BDU), two pocket, 65/35 poly/cotton, Navy Blue, Ripstop, per attached specification. Size: 2XL Regular [**CCS-9**]

Size: **2XL REGULAR**

Unit: each
Unit Price: $24.00
Estimated Delivery Days: 30
Delivery Type: Per Specifications

Line: 3
Line Type: Item
NIGP Code: 20085

Description: SHORT SLEEVE SHIRT: Battle Dress uniform (BDU), two pocket, 65/35 poly/cotton, Navy Blue, Ripstop, per attached specification. Size: 3XL Regular [**CCS-9**]

Size: **3XL - REGULAR**

Unit: each
Unit Price: $26.00
Estimated Delivery Days: 30
Delivery Type: Per Specifications

Line: 4
Line Type: Item
NIGP Code: 20085

Description: LONG SLEEVE SHIRT: Battle Dress uniform (BDU), two pocket, 65/35 poly/cotton, Navy Blue, Ripstop, per attached specification. Sizes: XS -XL Regular [**CCS-25**]

Size: **XS - XL REGULAR**

Unit: each
Unit Price: $25.25
Estimated Delivery Days: 30
Delivery Type: Per Specifications

Line: 5
Line Type: Item
NIGP Code: 20085

Description: LONG SLEEVE SHIRT: Battle Dress uniform (BDU), two pocket, 65/35 poly/cotton, Navy Blue, Ripstop, per attached specification. Size: 2XL Regular [**CCS-25**]

Size: **2XL REGULAR**

Unit: each
Unit Price: $27.25
Estimated Delivery Days: 30
Delivery Type: Per Specifications

Line: 6
Line Type: Item
NIGP Code: 20085

Description: LONG SLEEVE SHIRT: Battle Dress uniform (BDU), two pocket, 65/35 poly/cotton, Navy Blue, Ripstop, per attached specification. Size: 3XL Regular [**CCS-25**]

Size: **3XL REGULAR**

Unit: each
Unit Price: $29.25
Estimated Delivery Days: 30
Delivery Type: Per Specifications

Line: 7
Line Type: Item
NIGP Code: 20085

Description: PANTS: Battle Dress uniform (BDU), six pocket, 65/35 poly/cotton, Navy Blue, Button Fly, Ripstop, per attached specification. Sizes: S-XL Regular [**BRT**]

Size: **S - XL REGULAR**

Unit: each
Unit Price: $26.00
Estimated Delivery Days: 30
Delivery Type: Per Specifications

Line: 8
Line Type: Item
NIGP Code: 20085

Description: PANTS: Battle Dress uniform (BDU), six pocket, 65/35 poly/cotton, Navy Blue, Button Fly, Ripstop, per attached specification. Size: 2XL Regular [**BRT**]

Size: **2XL REGULAR**

Unit: each
Unit Price: $28.00
Estimated Delivery Days:
Delivery Type: Per Specifications

Line: 9
Line Type: Item
NIGP Code: 20085

Description: PANTS: Battle Dress uniform (BDU), six pocket, 65/35 poly/cotton, Navy Blue, Button Fly, Ripstop, per attached specification. Size: 3XL Regular [**BRT**]

Size: **3XL REGULAR**

Unit: each | Unit Price: $30.00
Estimated Delivery Days: | Delivery Type: Per Specifications

Line: 10
Line Type: Item
NIGP Code: 20085
Description: Additional charge for other/irregular sizes:

NOT APPLICABLE!

SPECIFICATION FOR VIRGINIA STATE POLICE BATTLE DRESS UNIFORMS

A. **Battle Dress Uniform** (BDU) material shall be 65/35 polyester/cotton, color navy blue, with ripstop weaves. Ripstop fabrics are woven fabrics using a special reinforcing technique that makes them very resistant against tearing and ripping. During weaving reinforcement threads are interwoven at regular intervals in a crosshatch pattern in the fabric. Shrinkage after three home laundering shall not exceed three percent.

B. BDU **Pants** shall have double fabric reinforced seat and knees, large thigh cargo pockets with gussets, deep back pockets, concealed double-button snag-proof flaps on thigh and hip pockets, front slash pockets, waist take-up tabs with metal adjustment buckles for comfort fitting, wide belt loops to fit 1-3/4 inch belt, concealed button fly and drawstring cuffs.

C. BDU **Pant Waist Sizes** shall be available with the adjustable take-up buttons as follows:

1. XS: 23-27 inch
2. S: 27-31 inch
3. M: 31-35 inch
4. L: 35-39 inch
5. XL: 39-43 inch
6. XXL: 43-47 inch

7. XXXL: 47-51 inch

D. Lot 1 BDU **Shirts** shall have button-through epaulets, button-flapped gusset cargo pockets with pen slots in both pockets and collar stays. Long sleeve shirts shall also have elongated elbow/forearm reinforcement patches for extra protection and extended wear life, dress style button cuff with mid-point button, and seven button double placket front, full cut.

E. BDU **Short Sleeve Shirts** shall be available in the following sizes:

1. S-Regular
2. M-Regular
3. L-Long
4. XL-Regular
5. XXL-Regular
6. XXXL-Regular

F. BDU **Long Sleeve Shirts** shall be available in the following sizes:

1. S-Regular
2. M-Regular
3. M-Long
4. L-Regular
5. L-Long
6. XL-Regular
7. XL-Long
8. XXL-Regular
9. XXXL-Regular

G. Lot 2 and 3, BDU **Shirt** shall be single-breasted, long sleeve style with square cut tails for wear inside or outside of pants. Shirt shall have front button closure, wing collar, banded three button adjustable cuff, elbow reinforcement patches, bellows-type cargo pockets with two-button flap on left/right breast and a straight cut bottom. Buttom front and pocket flaps shall be the uncovered button style. Left breast pocket shall have pen/pencil slot with internal pouch to secure the pen/pencil. Pelon type (shirt stiffener) inner lining shall be used in the collars and pocket flaps for reinforcement and better appearance. All stress parts, including pocket gussets and flaps shall be bar-tacked. Placket type botton front shall have bar-tacked reinforements.

H. PACKAGING: Shirts shall be packaged individually in poly bags with two (2) shirts per box and with the shirt size and quantity marked on the outside of each box. **Pants shall be packaged individually in poly bags with two (2) pair per box and the pant size and quantity marked on the outside end of each box**. Box ends shall also indicate whether the box contains pants, long or short sleeve shirts. Box size for shirts shall be approximately 9” wide x 4” high x 14” long. Box size for pants shall be approximately 16” wide X 4“high and 21” long.

SPECIAL TERMS AND CONDITIONS

Section 01

SCOPE: The purpose of this Invitation To Bid (IFB) is to solicit SEALED bids, from qualified responsible and responsive bidders, that will result in an award for a one (1) year term contract with four one (1) year renewal options to supply the equipment, materials, supplies and /or services described herein to the Virginia State Police, located throughout the Commonwealth of VA according to terms, conditions and specifications provided in this Invitation For Bid (IFB). The award will be made on a “Lot” basis. SEE SECTION BELOW FOR ALL BIDS SUBMITTED IN THE FORM OF A PAPER SUBMISSION.

Section 05

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.

Section 07

DELIVERY

Except when otherwise specified herein, all items shall be F.O.B delivered any point within the Commonwealth of Virginia as directed by the ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in section 11-37 of Virginia Public Procurement Act.

Section 08

RENEWAL

THIS IS THE FINAL RENEWAL OPTION FOR THIS CONTRACT.

Section 09A

PRICE ESCALATION/DE_ESCALATION

Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the PPI index. Price adjustments may also be allowed if the Commonwealth institutes an eVA transaction fee to be paid by Vendors effective July 1, 2003. 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 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.

Section 09B

PRICE ESCALATION/DE_ESCALATION

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.

Section 09C

PRICE ESCALATION/DE_ESCALATION

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.

Section 10

CHANGES TO CONTRACT

Any change (s) to the specifications, whether they are the suggestion of the agency or the contractor must be approved by the Agency and the Division of Purchases and Supply prior to execution of the change (s).

Section 11

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.

Section 12

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.

Section 13

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.

Section 14

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.

Section 15
WARRANTY
The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit hose available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

Section 16
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.

Section GEN
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. 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: By submitting their bids, bidders 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: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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 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: By submitting their bidsbidders 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: 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 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: If any prospective bidderhas questions about the specifications or other solicitation documents, the prospective biddershould 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. 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.

K. QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidderto perform the services/furnish the goods and the biddershall 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

fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

L. 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.

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

N. 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

(2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or

any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

O. 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.

P. 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.

Q. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidderis 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 bidderclearly 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.

R. TRANSPORTATION AND PACKAGING: By submitting their bids all bidders 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.

S. 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

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

Z. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected. (Continued on part 2)

   a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order. d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order. The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstick 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.