

**CONTRACT RENEWAL**

**E194-350-08**

(Master Agreement - E194 - 350 - 3)

Document Id: 350

Title: 154:6-001KLB

Print Date: 5/7/2008

Procurement Folder: 374

Procurement Type: IFB

**Effective Begin Date: 6/1/2008**

**Expiration Date: 5/31/2009**

Minimum Order Amount: \$0.00

Maximum Order Amount: \$0.00

Description: Printing, **VIRGINIA'S DRIVERS MANUALS -- ENGLISH & SPANISH VERSIONS**

**CONTACT INFORMATION**

Kirby Battle

Phone: 804-786-5414

Email: Kirby.Battle@dgs.virginia.gov

Fax: 804-786-0223

**RENEWAL PERIODS**

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)	Attachments(Name - Desc)
1	12	Months	6/1/2007	5/31/2008	90	
2	12	Months	6/1/2008	5/31/2009	90	
3	12	Months	6/1/2009	5/31/2010	90	
4	12	Months	6/1/2010	5/31/2011	90	

**AUTHORIZED DEPARTMENTS**

Line Number	Department	Spending Limit	No Limit	Active	Exclude this Dept.	Ordered Amount	Attachments(Name - Desc)
1	A154	\$0.00	Yes	Yes	No	\$0.00	

**VENDOR**

Legal Name: Trend Offset Printing

Contact Name: Jodi Morris

Location Legal Name: Jacksonville - Trend Offset Printing

Contact Email: jmorris@trendoffset.com

Contact Phone: 904-696-8675 x115

Vendor Type: Primary

MA Number: E194 - 350

**Lines**

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**Line: 1**

Line Type: Item

NIGP Code: 96661

Description: **56 PAGE, SELF-COVER, 2008-2009  
ENGLISH DRIVER'S MANUALS, PER  
SPECIFICATION**

**Quantity: 580**

**Unit Price: \$256.31000**

Estimated Delivery: Per Specification

**Unit: thousand**

Line Total:

Delivery Type: Per Specification

Free On Board Name: FOB Destination-Freight  
Prepaid

**Ship To**

Attention: Sharita Bryant

Shipping Location: DEPARTMENT OF MOTOR  
VEHICLES

Shipping Street Address 1: 2300 W BROAD ST

Shipping Address 2:

Shipping City: RICHMOND

Shipping State: VA

Shipping Zip: 23220

Shipping Country: US

Shipping Instructions: See specification for delivery  
schedule (s)

Free On Board Name: FOB Destination-Freight  
Prepaid

Shipping Method: Vendor

MSDS Included: No

Hazardous Materials:

Special Handling: DELIVERY SCHEDULE (S)  
CRITICAL - SEE ATTACHED SPECIFICATION

Packing Instructions: SEE SPECIFICATION

Additional Handling Info: DELIVERY SCHEDULE  
(S) CRITICAL - SEE SPECIFICATION

**Bill To**

Attention:

Billing Location: DMV-HQ-Accounts Payable

Billing Street Address 1: PO BOX 25700

Billing Street Address 2:

Billing City: RICHMOND

Billing State: VA

Billing Zip: 23260

Billing Country: US

Billing Instructions:

Part Number:

Product/Category:

Model:

Size:

Color:

Warranty Type:

Detailed Instructions: SEE SPECIFICATION

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**Line: 2**

Line Type: Item

NIGP Code: 96661

Description: **Additional 1,000's RAST**

Quantity:

**Unit: thousand**

**Unit Price: \$248.52000**  
Estimated Delivery: See Specification

Line Total:  
Delivery Type: Per Specification  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 3**

Line Type: Item  
NIGP Code: 96661

Description: **Additional 4 page signature**

Quantity:  
**Unit Price: \$21.80000**  
Estimated Delivery: Per Specification

**Unit: thousand**  
Line Total:  
Delivery Type: Per Specification  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 4**

Line Type: Item  
NIGP Code: 96661

Description: **Additional 4 page signature RAST**

Quantity:  
**Unit Price: \$20.71000**  
Estimated Delivery: Per Specification

Unit: thousand  
Line Total:  
Delivery Type: Per Specification  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 5**

Line Type: Item  
NIGP Code: 96661

Description: **Cost adjustment if NO copy change is required for the December /February deliveries. A decision will be available by October 31, 2008. Please indicate whether + or -.**

Quantity:  
**Unit Price: \$0.00000**  
Estimated Delivery: Per Specification

**Unit: lot**  
Line Total: \$0.00  
Delivery Type: Per Specification  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 6**

Line Type: Item  
NIGP Code: 96661

Description: **Reprint 10,000 copies per specification.**

Quantity:

**Unit: thousand**

**Unit Price: \$616.94000**  
Estimated Delivery: Per Specification

Line Total:  
Delivery Type: Per Specification  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 7**

Line Type: Item  
NIGP Code: 96661

Description: **Reprint 50,000 copies per specification.**

Quantity:  
**Unit Price: \$321.55000**  
Estimated Delivery: Per Specification

**Unit: thousand**  
Line Total:  
Delivery Type: Per Specifications  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 8**

Line Type: Item  
NIGP Code: 96661

Description: **Reprint 100,000 copies per specification.**

Quantity:  
**Unit Price: \$283.40000**  
Estimated Delivery: Per Specification

**Unit: thousand**  
Line Total:  
Delivery Type: Per Specifications  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 9**

Line Type: Item  
NIGP Code: 96661

Description: **56 PAGES, SELF-COVER, 2008-2009  
SPANISH DRIVER'S MANUALS PER  
SPECIFICATION**

**Quantity: 90**  
**Unit Price: \$273.15000**  
Estimated Delivery: Per Specification

**Unit: thousand**  
Line Total:  
Delivery Type: Per Specifications  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 10**

Line Type: Item  
NIGP Code: 96661

Description: **Additional 1,000's RAST**

Quantity:

**Unit: thousand**

**Unit Price: \$263.78000**  
Estimated Delivery: Per Specification

Line Total:  
Delivery Type: Per Specification  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 11**

Line Type: Item  
NIGP Code: 96661

Description: **Additional 4 page signature**

Quantity: 0  
**Unit Price: \$21.80000**  
Estimated Delivery: Per Specification

**Unit: thousand**  
Line Total:  
Delivery Type: Per Specification  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 12**

Line Type: Item  
NIGP Code: 96661

Description: **Additional 4 page signature RAST**

Quantity:  
**Unit Price: \$20.71000**  
Estimated Delivery: Per Specification

**Unit: thousand**  
Line Total:  
Delivery Type: Per Specification  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 13**

Line Type: Item  
NIGP Code: 96661

Description: **Cost adjustment if NO copy change is required for the December /February deliveries. A decision will be available by October 31, 2008. Please indicate whether + or -.**

Quantity:  
**Unit Price: \$0.00000**  
Estimated Delivery: Per Specification

**Unit: lot**  
Line Total: \$0.00  
Delivery Type: Per Specification  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 14**

Line Type: Item  
NIGP Code: 96661

Description: **Reprint of 10,000 copies, per specification.**

Quantity:  
**Unit Price: \$616.94000**  
Estimated Delivery: Per Specification

**Unit: thousand**  
Line Total:  
Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 15**

Line Type: Item  
NIGP Code: 96661

**Description: Reprint of 25,000 copies, per specification.**

Quantity:  
**Unit Price: \$430.55000**  
Estimated Delivery: Per Specification

**Unit: thousand**  
Line Total:  
Delivery Type: Per Specifications  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 16**

Line Type: Item  
NIGP Code: 96661

**Description: Reprint of 50,000 copies, per specification.**

Quantity:  
**Unit Price: \$321.55000**  
Estimated Delivery: Per Specification

**Unit: thousand**  
Line Total:  
Delivery Type: Per Specifications  
Free On Board Name: FOB Destination-Freight  
Prepaid

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**Line: 17**

Line Type: Item  
NIGP Code: 96661

**Description: Alterations, per HOUR, for ENGLISH and SPANISH publications.**

Quantity:  
**Unit Price: \$109.00000**  
Estimated Delivery: Per Specification

**Unit: hour**  
Line Total:  
Delivery Type: Per Specifications  
Free On Board Name: FOB Destination-Freight  
Prepaid

## SPECIFICATION

### DMV ENGLISH & SPANISH DRIVERS MANUAL

- Quantity: **580,000** copies, **English Version**. DMV will accept up to 10% Overruns
- Trim Size: Minimum acceptable trim size shall be 8-3/8" X 10-7/8". Maximum acceptable trim size shall be 8-1/2" X 11". Allow for full page bleeds on first and last pages.
- Pages: 56 pages, self-cover; quote for additional 4-page signatures
- Copy: Agency will furnish publication on CD along with a composite set of laser proofs indicating color breaks. Contractor shall image and impose for proper reproduction. Copy for the June and September deliveries will be the same; copy for the December and February deliveries will be the same. Assume that copy will change for the December/February deliveries and that revised copy will be available on October 31, 2008.

Layout has been designed in Pagemaker 7.0 (PC). All art on text pages has been placed in position in Pagemaker 7.0 (PC). The agency can also output the artwork as a PDF file for the contractor's use. Pages 1 (**Cover**) and pages **42 through 50** shall print four-color process. Balance of pages print black ink only. Contractor shall insure proper crossover alignment of all rules and consistent hold to margins on running foot folios.

Upon receipt of CD contractor shall evaluate all digital files and determine any errors that could result in bad negatives, a moiré pattern, a wrapping problem, improper pressrun, or bindery problems. Prior to film output, the DMV Communications Office will make corrections to the contractor's specifications to insure a smooth film output. If problems occur after this evaluation and correction stage, any new film or blueline required shall be the contractor's responsibility.

It is the responsibility of the bidder, upon notification of award to contact the agency to arrange pickup of material.

- Proofs: One folded, trimmed one-piece position proof of the entire book is required. This proof shall indicate trim line. Color breaks shall be clearly marked. An acceptable industry-standard, one-piece color proof is required of each four-color process color page. Proofs shall be delivered to the agency within seven calendar days of receipt of materials. Corrected proofs will be available for pickup within three calendar days of their receipt.

Additional proofs may be required if initial proofs are unsatisfactory.

A DMV representative may approve each signature on press.

**Colors of the highway signs must conform to the specifications outlined in the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*. Refer to <http://mutcd.fhwa.dot.gov/signs/> for further information.**

Stock: 50# Williamsburg Offset, or an approved equal. *If quoting other than Williamsburg Offset, bidder should, with returned bid, submit (1) four-color process printed samples on the paper quoted and (2) ten labeled 8-1/2" X 11" plain sheets of the stock quoted.*

**Only mill brand papers listed in the latest published edition of the *Competitive Grade Finder*, or as otherwise accepted by Grade Finders, Inc., for publication in subsequent editions will be considered. For products not listed in the current *Competitive Grade Finder*, a copy of Grade Finders' letter of acceptability must be included with your returned bid. Private brand papers will not be considered equal to mill brand papers.**

**Failure to submit information and samples as requested may be cause to consider bid as non-responsive.**

Ink: Four-color process shall print on first page and last 16 pages. Balance of pages shall print black ink only.

Binding: Saddle stitch on the long side.

Packaging: Pack 100 manuals per carton. Cartons shall be end labeled with form number and quantity per carton. Cartons shall be shrink wrapped on standard four-way pallets in such a way as to assure delivery in excellent condition. Palletize with four rows of 17 cartons, squared for double stacking, for a total of 68 cartons per pallet.

Delivery: FOB dockside delivery is required at the Department of Motor Vehicles, 2300 West Broad Street, Richmond, VA 23220. Delivery hours are 7:30am - 3:30pm, Monday – Friday, as follows: **\*DELIVERY DATE(S) THROUGHOUT THE TERM OF THE CONTRACT ARE EXTREMELY CRITICAL:** Ability to meet delivery schedule(s) shall be a factor in making the award.

**June 13, 2008 - 290,000 copies**  
**September 12, 2008 - 130,000 copies**  
**December 5, 2008 - 130,000 copies**  
**February 27, 2008 - 30,000 copies**

Contractor shall be responsible for storage at no additional cost to the Commonwealth.

Bill as shipped

NOTE: At the conclusion of the contract, the contractor shall furnish to the Department of

Motor Vehicles a final set of combined composite film used for the final printing, with all changes incorporated -- no double burns. Film shall be properly packaged and identified by signature. Contractor shall provide one set of imposition sheets also.

Sample: The style of this publication may be viewed at two web sites: The cover design may be viewed at: [www.dmvnow.com/webdoc/citizen/drivers/vadm/vadm.asp](http://www.dmvnow.com/webdoc/citizen/drivers/vadm/vadm.asp). The text may be viewed at: [www.dmvnow.com/webdoc/pdf/manual/manual.pdf](http://www.dmvnow.com/webdoc/pdf/manual/manual.pdf)

Reprints: The Department of Motor Vehicles may order exact reprints based upon the copy used for the December/February printing. Delivery shall be no later than 30 calendar days after receipt of order. See pricing schedule for reprint quantities. Reprints may be ordered as needed. Minimum quantity shall be 10,000 manuals.

Quantity: **90,000** copies, **Spanish Version**. DMV will accept up to 10% Overruns

Trim Size: Minimum acceptable trim size shall be 8-3/8" X 10-7/8". Maximum acceptable trim size shall be 8-1/2" X 11". Allow for full page bleeds on first and last pages.

Pages: 56 pages, self-cover.; quote for additional 4-page signatures

Copy: Agency will furnish publication on CD along with a composite set of laser proofs indicating color breaks. Contractor shall image and impose for proper reproduction. Assume that copy will change for the December delivery and that revised copy will be available on October 31, 2008.

Layout has been designed in Pagemaker 7.0 (PC). All art on text pages has been placed in position in Pagemaker 7.0 (PC). The agency can also output the artwork as a PDF file for the contractor's use. Page 1 (**Cover**) and pages **42 through 50** shall print four-color process. Balance of pages print black ink only. Contractor shall insure proper crossover alignment of all rules and consistent hold to margins on running foot folios.

Upon receipt of CD contractor shall evaluate all digital files and determine any errors that could result in bad negatives, a moiré pattern, a wrapping problem, improper pressrun, or bindery problems. Prior to film output, the DMV Communications Office will make corrections to the contractor's specifications to insure a smooth film output. If problems occur after this evaluation and correction stage, any new film or blueline required shall be the contractor's responsibility.

It is the responsibility of the bidder, upon notification of award to contact the agency to arrange pickup of material.

**Proofs:** One folded, trimmed one-piece position proof of the entire book is required. This proof shall indicate trim line. Color breaks shall be clearly marked. An acceptable industry-standard, one-piece color proof is required of each four-color process color page. Proofs shall be delivered to the agency within seven calendar days of receipt of materials. Corrected proofs will be available for pickup within three calendar days of their receipt.

Additional proofs may be required if initial proofs are unsatisfactory.

A DMV representative may approve each signature on press.

**Colors of the highway signs must conform to the specifications outlined in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). Refer to <http://mutcd.fhwa.dot.gov/signs/> for further information.**

**Stock:** 50# Williamsburg Offset, or an approved equal. *If quoting other than Williamsburg Offset, bidder should, with returned bid, submit (1) four-color process printed samples on the paper quoted and (2) ten labeled 8-1/2" X 11" plain sheets of the stock quoted.*

**Only mill brand papers listed in the latest published edition of the *Competitive Grade Finder*, or as otherwise accepted by Grade Finders, Inc., for publication in subsequent editions will be considered. For products not listed in the current *Competitive Grade Finder*, a copy of Grade Finders' letter of acceptability must be included with your returned bid. Private brand papers will not be considered equal to mill brand papers.**

**Failure to submit information and samples as requested may be cause to consider bid as non-responsive.**

**Ink:** Four-color process shall print on first page and last 16 pages. Balance of pages shall print black ink only.

**Binding:** Saddle stitch on the long side.

**Packaging:** Pack 100 manuals per carton. Cartons shall be end labeled with form number and quantity per carton. Cartons shall be shrink wrapped on standard four-way pallets in such a way as to assure delivery in excellent condition. Palletize with four rows of 17 cartons, squared for double stacking, for a total of 68 cartons per pallet.

**Delivery:** FOB dockside delivery is required at the Department of Motor Vehicles, 2300 West Broad Street, Richmond, VA 23220. Delivery hours are 7:30am - 3:30pm, Monday – Friday, as follows:  
**\*DELIVERY DATE (S), THROUGHOUT THE TERM OF THE CONTRACT, ARE EXTREMELY CRITICAL:** Ability to meet delivery schedule(s) shall be a factor in making the award.

**July 11, 2008 - 55,000 copies**  
**December 5, 2008 - 35,000 copies**

Contractor shall be responsible for storage at no additional cost to the commonwealth.

Bill as shipped

**IMPORTANT:** On your response enter "1" in the "**Delivery Date**" field. **In the "Evaluation Criteria" section address the delivery date.** Your response regarding delivery will be a factor in the award.

NOTE: At the conclusion of the contract, the contractor shall furnish to the Department of Motor Vehicles a final set of combined composite film used for the final printing, with all changes incorporated -- no double burns. Film shall be properly packaged and identified by signature. Contractor shall provide one set of imposition sheets also.

If direct-to-plate technology is used, contractor shall provide a complete, final electronic file in Pagemaker 7.0.

Sample: The style of this publication may be viewed at two web sites: The cover design may be viewed at: [www.dmvnow.com/webdoc/citizen/drivers/vadm/vadm.asp](http://www.dmvnow.com/webdoc/citizen/drivers/vadm/vadm.asp). The text may be viewed at: [www.dmvnow.com/webdoc/pdf/manual/manual.pdf](http://www.dmvnow.com/webdoc/pdf/manual/manual.pdf)

Reprints: The Department of Motor Vehicles may order exact reprints based upon the copy used for the **July/December** printing. Delivery shall be no later than 30 calendar days after receipt of order. See pricing schedule for reprint quantities. Reprints may be ordered as needed. Minimum quantity shall be 10,000 manuals.

## TERMS AND CONDITIONS

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### Section 01

#### SCOPE

This is a one year term contract for printing the Virginia English and Spanish Driver's Manuals for the Department of Motor Vehicles in Richmond, VA according to terms, conditions and specifications provided. \*DELIVERY DATE(S) THROUGHOUT THE TERM OF THE CONTRACT ARE EXTREMELY CRITICAL! The award is made on a "Grand Total" basis. The initial term of the contract will be slightly less than 12 months (1 year). The contract will be effective June 28, 2006 through May 31, 2007.

### Section 02

#### PRINT QUALITY

CLASS 2 - EXCELLENT QUALITY PRINTING: This class shall be used when good clean, crisp reproduction is required. One color or multiple color jobs may be classified as "Class 2." Four-color process subjects shall have pleasing color matches with good skin tones; some color correction may be necessary. PMS color matches may be required. Very fine lines and drawings may be required. Normally half-tones or screen tints will require 133, 150, or 200 line screens. There is to be large reverse areas, and/or large solid areas where good even ink coverage is necessary. Because of the overall design, very accurate registration is required. Camera-ready copy is generally furnished. Metallic inks may be used. Finishing and bindery operations shall be of the same excellent quality.

### Section 03

#### OWNERSHIP OF PRINTING MATERIAL

All artwork, camera-ready copy, negatives, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.

### Section 04

#### BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for 30 days. At the end of the 30 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

### Section 05

#### AWARD

An award will be made to the lowest responsive and responsible bidder. 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 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. 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 award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable. \*DELIVERY DATE(S) THROUGHOUT THE TERM OF THE CONTRACT ARE EXTREMELY CRITICAL: Ability to meet delivery schedule(s)

shall be a factor in making the award.

## **Section 06**

### **PRINTING PICK UPS/DELIVERIES:**

Contractor shall be responsible for all pick ups and deliveries of all materials.

## **Section 07**

### **QUANTITIES**

Quantities set forth in the solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, and as needed (should additional deliveries be required), regardless of whether such total quantities are more or less than those shown.

## **Section 08**

### **OVERRUNS & UNDERRUNS**

Overruns and Underruns. The state is not required to accept overruns provided "no overruns" is specified in the solicitation. However, an agency may for a valid and justified basis accept up to a 10% overrun. Prices for overruns must not exceed the quoted base price per unit or the quoted price for additional copies run at the same time (R.A.S.T.). Whichever price is less will prevail. An agency may accept an underrun. Prices for underruns will be calculated at the quoted base price per unit. If an agency will not accept underruns or overruns, it must be stated in the specifications. Include the Printing Special Term and Condition in Appendix B, Section II, Clause 45 in all printing solicitations.

## **Section 09**

### **DOCKSIDE DELIVERY REQUIRED**

FOB dockside delivery is required at the Department of Motor Vehicles, 2300 West Broad Street, Richmond, VA 23220. Delivery hours are 7:30am - 3:30pm, Monday

## **Section 10**

### **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.

## **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**

### **CHANGES TO THE 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 13**

#### **RENEWAL OF CONTRACT**

**At the sole discretion of the Commonwealth of Virginia Department of Purchases and Supplies, and within a reasonable time (approximately 90 days) prior to the expiration date, this contract may be renewed for two (2) additional successive OPTIONAL one year periods upon the agreement of both parties.**

### **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 15A**

#### **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 following index/indices: CPI and PPI. 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 180 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 15B**

#### **PRICE ESCALATION/DE-ESCALATION**

(continued) Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

### **Section GEN**

#### **GENERAL TERMS AND CONDITIONS**

**VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy

of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."

## **APP. LAWS AND COURTS**

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

## **ANTI-DISCRIMINATION (1 of 2)**

**ANTI-DISCRIMINATION (part 1 of 2):** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). (continued on part 2)

## **ANTI-DISCRIMINATION (2 of 2)**

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

## **ETHICS IN PUBLIC CONTRACTING**

**ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of

money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

### **IMMIGRATION REFORM**

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

### **DEBARMENT STATUS**

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

### **ANTITRUST**

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

### **MANDATORY USE OF STATE FORM**

**MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

### **CLARIFICATION OF TERMS**

**CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

### **PAYMENT (1 of 3)**

**PAYMENT (part 1 of 3):** To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase

order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.(Continued on part 2)

### **PAYMENT (2 of 3)**

PAYMENT (part 2 of 3): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

### **PAYMENT (3 of 3)**

PAYMENT (part 3 of 3): 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.

### **PRECEDENCE OF TERMS**

PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

### **QUALIFICATIONS**

**QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

### **TESTING AND INSPECTION**

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

### **ASSIGNMENT OF CONTRACT**

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

### **CHANGES TO CONTRACT (1 of 2)**

**CHANGES TO THE CONTRACT (part 1 of 2):** Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or (continued on part 2)

### **CHANGES TO CONTRACT (2 of 2)**

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

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

## **DEFAULT**

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

## **TAXES**

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

## **USE OF BRAND NAMES**

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal 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 equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

## **TRANSPORTATION AND PACKAGING**

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

## **INSURANCE (1 of 3)**

**INSURANCE (part 1 of 3):** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation

Commission. (continued in part 2)

### **INSURANCE (2 of 3)**

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

### **INSURANCE (3 of 3)**

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

### **ANNOUNCEMENT OF AWARD**

**ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days.

### **DRUG-FREE WORKPLACE**

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

dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### **NONDISCRIMINATION**

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

### **eVA REGISTRATION (1 of 2)**

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

### **eVA REGISTRATION (2 of 2)**

a.) eVA Basic Vendor Registration Service: \$25 Annual 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 Fee plus the appropriate 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.