



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

**Notice of Contract (Renewal)**

**CONTRACT # E194-43951**  
**Contract Title: Test Kits, Drug Abuse**

1	DATE:	August 22, 2013
2	CONTRACT PERIOD:	October 1, 2013 through September 30, 2014
3	SUPERCEDES:	E194-678 (prior – 19348-01-08)
4	AUTHORIZED USERS:	All Commonwealth of Virginia State Agencies, Commissions, Authorities, Boards, Public Bodies and other Entities Authorized by the <i>Code of Virginia</i> .
5	CONTRACTOR'S eVA VENDOR ID#:	<b>E1002</b>
6	CONTRACTOR / VENDOR	<b>Redwood Toxicology Laboratory, Inc.</b>
7	CONTRACTOR CONTACT	<p><b>Contact: Mark Longoria</b> Strategic Account Manager 3650 Westwind Blvd. Santa Rosa, CA 95403 Office Phone: 281-744-3207 Cell Phone: 281-213-9192 Email: <a href="mailto:mlongoria@redwoodtoxicology.com">mlongoria@redwoodtoxicology.com</a></p> <p><b>eVA Orders/Sales: Staci Hart</b> Office Phone: 800-255-2159 Fax: 707-577-8102 Email: <a href="mailto:shart@redwoodtoxicology.com">shart@redwoodtoxicology.com</a></p>
8	TERMS	Net 30
9	DELIVERY	FOB Destination
10	F.O.B.	Destination
11	CONTRACT PRICES	See Section 5
12	DPS CONTRACT OFFICER	Name: Tina M. Rodriguez, CPPB, VCO Phone: 804-786-1603 Email: <a href="mailto:tina.rodriguez@dgs.virginia.gov">tina.rodriguez@dgs.virginia.gov</a>

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

**AUTHORIZED USERS:** This contract is the result of a competitive bid program and its use is (Mandatory) for number 4. above.

*NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343, or against a bidder or offeror because of race, religion, color, sex national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.*

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## 1. CONTRACTOR / VENDOR INFORMATION

<b>Contractor Name</b>	<b>eVA Vendor ID#</b>	<b>Location Address(es)</b>	<b>Contact Information</b> (Name, Phone, Fax and Email)
<b>Redwood Toxicology Laboratory, Inc.</b>	<b>E1002</b>	3650 Westwind Blvd. Santa Rosa, CA 95403	Mark Longoria Strategic Account Manager Office Phone: 281-744-3207 Cell Phone: 281-213-9192 Email: <a href="mailto:mlongoria@redwoodtoxicology.com">mlongoria@redwoodtoxicology.com</a> SCC Number: F1015371  Kristin Champion Contract Specialist Phone: 707-570-4317 Email: <a href="mailto:kchampion@redwoodtoxicology.com">kchampion@redwoodtoxicology.com</a>  <b><u>eVA Orders:</u></b> ATTN: Staci Hart Email: <a href="mailto:shart@redwoodtoxicology.com">shart@redwoodtoxicology.com</a> Phone: 800-255-2159 Fax: 707-577-8102

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## 2. GENERAL INSTRUCTIONS

1. Ordering Method: Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this contract must order items by issuing purchase orders through eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. For local governments and public bodies, the Contract Number must appear on your purchase order.
  2. Purchase Order Information: When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number, as shown on page 1, **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.
  3. Ordering Entity Acceptance: Inspection and acceptance upon delivery and approval of vendor's invoice is the responsibility of the receiving entity.
  4. Complaints: Any complaint that is due to a violation or breach of the Contract provisions shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the contract vendor, with a copy sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning entities. This form may be downloaded from the internet at the following link <http://eva.virginia.gov/learn-about-eva/files/VendorComplaintForm.doc>
  5. Changes: Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
  6. See [Additional Information](#) section below.
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### 3. ADDITIONAL INFORMATION

#### Renewal Periods

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Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	10/1/2011	9/30/2012	90
2	1	Years	10/1/2012	9/30/2013	90
3	1	Years	10/1/2013	9/30/2014	90

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#### Authorized Departments

All Commonwealth of Virginia state agencies, commissions, authorities, boards, public bodies, localities, and other entities authorized by the *Code of Virginia*.

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#### Minimum Orders

Minimum orders are set at \$100.00. Orders will be F.O.B. Destination.

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#### **4. SCOPE OF WORK / GENERAL & TECHNICAL SPECIFICATIONS**

Redwood Toxicology Laboratory, Inc. will supply all commodities listed on the Pricing Schedule (Section 5.) within 10 calendar days after receipt of purchase order.

## 5. COMMODITY INFORMATION & PRICING

### PRICING SCHEDULE

Commodity Lines to include cups, cassettes, and dips (Commodity Code 19348)

Line Item Number	Item Number	Description	Unit of Measure	Unit Price Individual (each)	Box Price
<b>Group 1</b>					
<b><u>Cup Devices</u></b>					
Line 1	1	<u>Hand-Held Cup Device, 5-test device <b>without</b> built in adulterant THC50/COC300/OPI300/MET500/AMP1000</u>	Box / 25 Each	\$ 3.50	\$ 87.50
Line 2	2	<u>Hand-Held Cup Device, 5-test device <b>with</b> built in adulterant for Cr, Ni, pH, Ox</u>			
	PT 15A	THC50/COC300/OPI300MET500/AMP1000 + OX/PH/CR/NI	Box / 25 Each	\$ 4.00	\$ 100.00
	PT23A	THC50/COC300/OPI300MET500/BZO300 + OX/PH/CR/NI	Box / 25 Each	\$ 4.00	\$ 100.00
Line 3	3	<u>Hand-Held Cup Device, 6-test device <b>without</b> built in adulterant THC50/COC300/OPI300/MET500/MTD300/OXY100</u>	Box / 25 Each	\$ 5.00	\$ 125.00
Line 4	4	<u>Hand-Held Cup Device, 7-test device <b>without</b> built in adulterant THC50/COC300/OPI300/MET500/BZO300/BAR300/OXY100</u>	Box / 25 Each	\$ 6.00	\$ 150.00
<b>Group 2</b>					
<b><u>Single-Test Cassette Devices</u></b>					
Line 1	1	<u>Hand-Held One-Step Single Cassette Device <b>without</b> built in adulterant</u>			
	MC10	THC50	Box / 25 Each	\$ 0.55	\$ 13.75
	MC11	COC300	Box / 25 Each	\$ 0.55	\$ 13.75
	MC13	OPI300	Box / 25 Each	\$ 0.55	\$ 13.75
	MC14	AMP1000	Box / 25 Each	\$ 0.55	\$ 13.75
	MC16	MET 500	Box / 25 Each	\$ 0.55	\$ 13.75
	MC17	PCP25	Box / 25 Each	\$ 0.55	\$ 13.75
	MC18	BZO300	Box / 25 Each	\$ 0.55	\$ 13.75
	MC19	BAR 300	Box / 25 Each	\$ 0.55	\$ 13.75

Line Item Number	Item Number	Description	Unit of Measure	Unit Price Individual (each)	Box Price
	MC20	MTD300	Box / 25 Each	\$ 0.55	\$ 13.75
	MC21**	TCA1000	Box / 25 Each	\$ 0.55	\$ 13.75
	MC22	MDMA500	Box / 25 Each	\$ 0.55	\$ 13.75
	MC23	OXY100	Box / 25 Each	\$ 0.55	\$ 13.75
<b>Group 3</b>					
<b>Multi-Test Cassette Devices</b>					
Line 1	1	BC10A**	<u>Hand-Held Multi-Test Device Cassette 2 Panel <b>with</b> built in adulterant for Cr, Ni, pH, Ox</u> THC50/COC300 + OX/PH/CR/NI		Box / 25 Each \$ 1.36 \$ 34.00
Line 2	2	BC10	<u>Hand-Held Multi-Test Device Cassette 2 Panel <b>without</b> built in adulterant</u> THC50/COC300		Box / 25 Each \$ 1.06 \$ 26.50
		BC17	BAR300/BZO300		Box / 25 Each \$ 1.06 \$ 26.50
Line 3	3	TC11A**	<u>Hand-Held Multi-Test Device Cassette 3 Panel <b>with</b> built in adulterant for Cr, Ni, pH, Ox</u> THC50/COC300/MET500 + OX/PH/CR/NI		Box / 25 Each \$ 1.89 \$ 47.25
Line 4	4	TC11	<u>Hand-Held Multi-Test Device Cassette 3 Panel <b>without</b> built in adulterant</u> THC50/COC300/MET500		Box / 25 Each \$ 1.59 \$ 39.75
		TC13	THC50/COC300/OPI300		Box / 25 Each \$ 1.59 \$ 39.75
		TC19	THC50/COC300/AMP1000		Box / 25 Each \$ 1.59 \$ 39.75
Line 5	5	QC12A	<u>Hand-Held Multi-Test Device Cassette 4 Panel <b>with</b> built in adulterant for Cr, Ni, pH, Ox</u> THC50/COC300/OPI2000/MET1000 + OX/PH/CR/NI		Box / 25 Each \$ 2.30 \$ 57.50
Line 6	6	QC12	<u>Hand-Held Multi-Test Device Cassette 4 Panel <b>without</b> built in adulterant</u> THC50/COC300/OPI2000/MET1000		Box / 25 Each \$ 2.00 \$ 50.00
Line 7	7	PC11A	<u>Hand-Held Multi-Test Device Cassette 5 Panel <b>with</b> built in adulterant for Cr, Ni, pH, Ox</u> THC50/COC300/PCP25/OPI2000/AMP1000 + OX/PH/CR		Box / 25 Each \$ 2.80 \$ 70.00
		PC12A	THC50/COC300/PCP25/OPI2000/MET1000 + OX/PH/CR/NI		Box / 25 Each \$ 2.80 \$ 70.00

\*\* Requires 6 weeks lead time.

Line Item Number	Item Number	Description	Unit of Measure	Unit Price Individual (each)	Box Price
Line 8	8	<u>Hand-Held Multi-Test Device Cassette 5 Panel without built in adulterant</u>			
	PC11	THC50/COC300/PCP25/OPI2000/AMP1000	Box / 25 Each	\$ 2.50	\$ 62.50
	PC12**	THC50/COC300/PCP25/OPI2000/MET1000	Box / 25 Each	\$ 2.50	\$ 62.50

**Group 4**

**Single Test Dip Device**

Line 1	1	<u>Hand-Held Single Dip Testing Device</u>			
	MF10	THC50	Box / 50 Each	\$ 0.55	\$ 27.50
	MF11	COC300	Box / 50 Each	\$ 0.55	\$ 27.50
	MF13	OPI300	Box / 50 Each	\$ 0.55	\$ 27.50
	MF14	AMP1000	Box / 50 Each	\$ 0.55	\$ 27.50
	MF16	MET500	Box / 50 Each	\$ 0.55	\$ 27.50
	MF17	PCP25	Box / 50 Each	\$ 0.55	\$ 27.50
	MF18	BZO300	Box / 50 Each	\$ 0.55	\$ 27.50
	MF19	BAR300	Box / 50 Each	\$ 0.55	\$ 27.50
	MF20	MTD300	Box / 50 Each	\$ 0.55	\$ 27.50
	MF21	TCA1000	Box / 50 Each	\$ 0.55	\$ 27.50
	MF22	MDMA500	Box / 50 Each	\$ 0.55	\$ 27.50
	MF23	OXY100	Box / 50 Each	\$ 0.55	\$ 27.50
	MF25	BUP10	Box / 50 Each	\$ 0.55	\$ 27.50

**Group 5**

**Multi-Test Dip Device**

Line 1	1	<u>Hand-Held Multi-Test Dip Device 2 Panel</u>			
	BF10	THC50/COC300	Box / 50 Each	\$ 1.06	\$ 53.00
	BF13	THC50/MET500	Box / 50 Each	\$ 1.06	\$ 53.00
	BF16	THC50/OPI300	Box / 50 Each	\$ 1.06	\$ 53.00

\*\* Requires 6 weeks lead time.

Line Item Number	Item Number	Description	Unit of Measure	Unit Price Individual (each)	Box Price
Line 2	2	<u>Hand-Held Multi-Test Dip Device 3 Panel</u>			
	TF12	THC50/MET500/OPI300	Box / 50 Each	\$ 1.59	\$ 79.50
	TF13	THC50/COC300/OPI300	Box / 50 Each	\$ 1.59	\$ 79.50
	TF15	COC300/OPI300/MET500	Box / 50 Each	\$ 1.59	\$ 79.50
	TF16	THC50/COC300/MET500	Box / 50 Each	\$ 1.59	\$ 79.50
	TF23	THC50/COC300/OXY100	Box / 50 Each	\$ 1.59	\$ 79.50
Line 3	3	<u>Hand-Held Multi-Test Dip Device 4 Panel</u>			
	QF08	BAR300/BZO300/MTD300/OXY100	Box / 50 Each	\$ 2.00	\$ 100.00
	QF09	THC50/COC300/OPI300/BZO300	Box / 50 Each	\$ 2.00	\$ 100.00
	QF12	THC50/COC300/OPI300/MET500	Box / 50 Each	\$ 2.00	\$ 100.00
	QF13	BZO300/COC300/OPI300/MTD300	Box / 50 Each	\$ 2.00	\$ 100.00
Line 4	4	<u>Hand-Held Multi-Test Dip Device 5 Panel</u>			
	QT13	THC50/COC300/OPI300/MET500/BZO300	Box / 25 Each	\$ 2.50	\$ 62.50
	QT19	THC50/COC300/OPI300/MET500/AMP1000	Box / 25 Each	\$ 2.50	\$ 62.50
Line 5	5	<u>Hand-Held Multi-Test Dip Device 8 Panel</u>			
	QT44	THC50/COC300/OPI300/MET500/AMP1000/BZO300/BAR300/OXY100	Box / 25 Each	\$ 4.00	\$100.00
Line 6	6	<u>Hand-Held Multi-Test Dip Device 9 Panel</u>			
	QT52	THC50/COC300/OPI300/MET500/AMP1000/BZO300/BAR300/MTD300/OXY100	Box / 25 Each	\$ 4.50	\$112.50
Line 7	7	<u>Hand-Held Multi-Test Dip Device 11 Panel</u>			
	QT70	THC50/COC300/OPI300/MET500/AMP1000/PCP25/BZO300/BAR300/MTD300/OXY100/MDMA500	Box / 25 Each	\$ 5.50	\$137.50
<b>Group 6</b>					
<b><u>Adulteration Test Strips</u></b>					
Line 1	1	AD007	Intect® 7 Urine Adulteration Test Strips	25 strips/Vial	\$ 0.70 \$ 17.50

Line Item Number	Item Number	Description	Unit of Measure	Unit Price Individual (each)	Box Price
<b>Group 7</b>					
<b>Consumable/Miscellaneous Products</b>					
Line 1	1	BCO75 Sterile Urine Collection Cups, 90 ml with Temperature Strip	Box / 50 cups	\$ 0.30	\$ 15.00
Line 2	2	VTCD Drugs of Abuse / Adulteration Training Video-CD	Each		N/C
Line 3	3	VTVHS Drugs of Abuse / Adulteration Training Video-VHS	Each		N/C
<b>Group 8</b>					
<b>Oral Fluid Screening Devices</b>					
Line 1	1	<u>OratectXP 4 Panel Oral Fluid Screening Device</u> THC/COC/OPI/MET	Box / 25 Each	\$ 4.50	\$ 112.50
Line 2	2	<u>Oratect III 6 Panel Oral Fluid Screening Device</u> THC/COC/OPI/MET/AMP/PCP	Box / 25 Each	<del>\$ 6.00</del>	<del>\$ 150.00</del>
<b>** HM11 has been discontinued and replaced with HM15</b>					
		HM12 THC/COC/OPI/MET/AMP/BZO	Box / 25 Each	\$ 6.00	\$ 150.00
	2	<u>Oratect 6 Panel Oral Fluid Screening Device</u> THC/COC/OPI/MET/AMP/PCP	Box / 25 Each	\$ 6.00	\$ 150.00
Line 3	3	<u>OratectPlus 7 Panel Oral Fluid Screeing Device Plus Alcohol</u> THC/COC/OPI/MET/AMP/PCP Plus Alcohol	Box / 25 Each	\$ 7.00	\$ 175.00
		HMA12 THC/COC/OPI/MET/AMP/BZO Plus Alcohol	Box / 25 Each	\$ 7.00	\$ 175.00
Line 4	4	<u>ALCO SCREEN 02 – Saliva Alcohol Test</u>	Box / 24 Each	\$ 1.604	\$ 38.50

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## **6. GENERAL TERMS AND CONDITIONS**

- A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the "vendors" 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 bids, bidders 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 IFBs AND RFPs:** 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 bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:**
1. 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.
  - 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.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

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

**L. QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder 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 physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid 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.

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

- N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES:** 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 bidder 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 clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

**S. 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.

**T. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder 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 further certifies that the contractor and any subcontractors will maintain this 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.)

**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.)

\$1,925,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the *Code of Virginia*.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate

Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

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

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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## 7. SPECIAL TERMS AND CONDITIONS

- A. **AWARD:** The Commonwealth will make award(s) to the **lowest responsive and responsible bidder on a Grand Total basis.** The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. 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 Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- B. **DELIVERY SERVICE:** Delivery of all requested contract items shall be made within 10 calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.
- C. **MINIMUM ORDERS:** Minimum orders will be \$100.00 for F.O.B. destination, meaning actual freight costs are included in the price offered. For orders of less than \$100.00, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.
- D. **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.
- E. **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.
- F. **CONTRACT TERM:** The initial term of this contract will be for two (2) years beginning approximately on or before September 14, 2009, through September 30, 2011.
- G. **EXTRA CHARGES NOT ALLOWED:** The bid price shall include all applicable freight, delivery, eVA fees; extra charges will not be allowed.
- H. **PURCHASE VOLUME REPORT:** The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases by ordering Agency and the total number of each contract item ordered under this contract with dollar amounts on a quarterly basis, i.e., 1st quarter = July, August & September - submit report by October 30th; 2nd quarter = October, November & December - submit report by January 30<sup>th</sup>, etc.
- I. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted only for changes in the Contractor's cost of materials. Consumers Price Indices, Producers Price Indices or other appropriate indices as approved by the Division of Purchases and Supply, will be used as a guide to determine price increases or decreases. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- J. PRODUCT SUBSTITUTION:** The vendor is not authorized to substitute any item for that product identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
- K. RETURNED GOODS POLICY:** Returned Goods Policy – [Redwood Toxicology Laboratory, Inc. guarantees 12 months from date of shipping.](#)
- L. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) additional successive one-year periods under the terms and conditions of the current contract, and at a reasonable time (approximately 90 day) prior to expiration.
- M. TRAINING:** For the commodities purchased as a result of this solicitation, the contractor agrees to provide on-site training at the purchase facility, if requested, at no charge to the facility. Visual instructional devices (DVD's /video tapes in English and Spanish) must be provided to each purchasing agency at no charge. On-site training must be led by a qualified sales representative. [Redwood Toxicology Laboratory, Inc. will provide on-site training and certification programs, via on-site, instructional videos, training CD-ROM and interactive web based training.](#)
- N. WARRANTY:** All products shall be fully guaranteed against defects in material and workmanship. Should any defect be noted by the owner, the purchasing office or his designee will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the cost occasioned thereby or obtains an equitable adjustment in the contract price. [Redwood Toxicology Laboratory warrants that products shall be free from defects in material and workmanship for a period of 90 days from date of sale.](#)
- O. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. (Complete **Attachment B – STATE CORPORATION COMMISSION FORM.**) [Redwood Toxicology Laboratory, Inc. SCC Form is on file at the Department of General Services, Division of Purchases and Supply.](#)