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## Master Agreement - E194 - 507 - 08

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Document Id: **507** Title: **Chemicals, Mosquito Control**  
Print Date: **10/12/2007**  
Procurement Folder: **21398** Procurement Type: **Complex IFB**  
Effective Begin Date: **10/12/2007** Expiration Date: **9/30/2008**  
Minimum Order Amount: **\$0.00** Maximum Order Amount: **\$0.00**  
Preparer Name: **Tina Mizelle** Phone: **(804) 786-1603**  
Email: **tina.mizelle@dgs.virginia.gov**

Description: **Chemicals, Mosquito Control**

### Contact Information

**Tina Mizelle** Phone: **(804) 786-1603**  
Email: **tina.mizelle@dgs.virginia.gov**

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### Vendor

Legal Name: **ADAPCO, INC.** Contact Name: **Kathy Russell**  
Location Legal Name: **Sanford - ADAPCO, INC.** Contact Email: **krussell@myadapco.com**  
Contact Phone: **800-367-0659 or 407-330-4800** Vendor Type: **Primary**  
Address: **550 Aero Lane, Sanford, FL 32886**  
MA Number: **E194 - 507 -08**

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### Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	10/1/2008	9/30/2009	90
2	1	Years	10/1/2009	9/30/2010	90
3	1	Years	10/1/2010	9/30/2011	90
4	1	Years	10/1/2011	9/30/2012	90

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### Authorized Departments

All Commonwealth of Virginia State Agencies, Commissions, Authorities, Boards, Public Bodies and Other Entities Authorized by the *Code of Virginia*.

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## Terms And Conditions

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### 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.

#### **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.

#### **SET ASIDES**

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification.

#### **Section 03 AWARD**

The Commonwealth will make the award on an ITEM BASIS to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. 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. In the case of a tie bid, preference shall be given to goods produced in Virginia, goods or services or construction provided by Virginia persons, firms or corporations. Award(s) are to be made in favor of the Virginia bidder for tie line items and multiple purchase orders or contracts placed as required.

#### **Section 04 CONTRACT TERM**

THE INITIAL TERM OF THIS CONTRACT WILL BE FOR ONE YEAR BEGINNING APPROXIMATELY October 1, 2007 through September 30, 2008.

#### **Section 05 RENEWAL OF CONTRACT**

This contract may be renewed by the Commonwealth upon written agreement of both parties for FOUR(4) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

#### **Section 06 CONTRACT CANCELLATION**

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

#### **Section 07 BID SAMPLES**

Upon request from DGS/DPS, the bidder shall submit bid samples for each product offered within 10 calendar days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. Bid samples shall be an exact and true representative sample of the actual material offered. Each bid sample shall be properly tagged or labeled with the name of the bidder and manufacturer, the bid opening date, the requisition or inquiry number and the specific commodity or item number. Bid samples shall be provided at no additional costs to the Commonwealth. Bid samples will be handled and disposed of in accordance with paragraph 5.8 of the Vendor's Manual. Furthermore, DPS reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to confirm with the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the Commonwealth.

#### **Section 08 PRODUCT INFORMATION**

PRODUCT INFORMATION: The bidder/offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

#### **Section 09 PURCHASE 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 30th.

#### **Section 10 PRICE ESCALATION**

Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: Producer's price index will be used as a guide in determining adjustments. No price increases will be authorized for 180 calendar days after the effective date of the contract. 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 11 PRICE ESCALATION**

Part 2 - 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 12 DELIVERY**

Delivery of all requested contract items shall be made within 7 calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

## **Section 13 DELIVERY POINT**

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

## **Section 14 CERTIFIED TEST REPORTS**

When requested, each bidder shall provide a copy of a certified test report from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specifications indicated herein. However, the Commonwealth reserves the right to perform any tests or inspections when and as deemed necessary to verify the certified test report. Please provide copies of the product registrations at the time of bid submittal. Also, a copy of the Certificate of Analysis must be provided at the time of bid submittal. A copy of this certificate should be provided periodically upon the request of the using agencies.

## **Section 15 QUANTITIES**

Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

## **Section 16**

### **CONTACT INFORMATION**

The bidders shall provide a list of the telephone numbers, facsimile number, e-mail address, name of responsible persons of your company who may be contacted regarding this contract and required reports. List sales and service offices, addresses and phone numbers.

## **Section 17 AUTHORIZED DEALER**

By signing this bid, the bidder certifies that it is a factory authorized dealer service representative for all equipment it proposed to furnish under any resulting contract. Bidders must provide proof of distributorship from the Manufacturer at the time of bid submittal.

## **Section 18 HAZARDOUS SUBSTANCES**

If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 3.1-250 of the Code of Virginia (1950), as amended, or § 1261 of Title 15 of the United States Code, then the Bidder/Offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by

delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of § 3.1-252 of the Code of Virginia or Title 15 U.S.C. § 1263.

#### **Section 19 SMALL PURCHASE CHARGE CARD**

SPCC Part 1 - Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should not that acceptance of payment by purchase card is mandatory (unless waived by DPS) within 90 days of contract award. For current contracts where acceptance of the purchasing card is not in effect, Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal. Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at Level 2, which is mandatory or Level 3 which is optional. Information on the various levels for the GE MasterCard is indicated below.

#### **Section 20 SMALL PURCHASE CHARGE CARD**

SPCC Part 2 - Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is Level 2. Level 1 - vendors provide basic credit card purchase information, including but not limited to the following data: Supplier Name; Merchant Category Code; Date; and Total Purchase Amount. By passing Basic Date, the vendor has a standard interchange cost. Level 2 - vendors provide additional information to the Level 1 elements, including, but not limited to the following data: Customer Code (PCO Number from eVA); and Vendor Tax ID. By passing Level 2 detail, the vendor will receive lower interchange costs. Level 2 is Mandatory for any vendors who do business with the Commonwealth of Virginia and accept GE MasterCard.

#### **Section 21 SMALL PURCHASE CHARGE CARD**

SPCC Part 3 - Level 3 - vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the following data: Item Description; Item Quantity; Item Unit of Measure; Product Code; Freight Amount; and Extended Line Item Amount. By passing Level 3 (which is optional) data which is considered Superior data, the vendor will receive the lowest interchange costs.

#### **Section 22 AUDIT**

AUDIT: The Contractor hereby agrees to 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 23 MATERIAL SAFETY DATA SHEETS**

Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or compound offered. Failure on the part of the bidder to submit such data sheets may be cause for declaring the bid as nonresponsive. The successful bidder, upon award of a contract, shall be responsible for distributing any applicable OSHA Material Safety Data Sheets to each location to which a delivery is made during the term of the contract.

#### **Section 24 PRODUCT AVAILABILITY**

Substitution of a product, brand or manufacturer after award of contract is expressly prohibited unless approved in writing by the Division of Purchases and Supply. The Commonwealth may, at its discretion, require the contractor to provide a substitute item of equal quality, subject to the approval by the Commonwealth, for the same price, if the product for which the contract was awarded becomes

unavailable to the contractor.

## **Section 25 SWAMB SUBCONTRACTING**

**SWAMB SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Each prime contractor who wins an award as the result of this solicitation shall have a plan that includes subcontracting with small, women or minority-owned (SWAM) businesses. This procurement plan is a condition of the award. Reference attachment titled Small Business Subcontracting Plan. In addition when such business has been subcontracted to these firms and upon completion of each year of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. 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 remedies may be assessed in lieu of withholding such payment.

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### **Commodity Lots and Lines**

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#### **Lot 1 ADULTICIDES: Line: 13**

NIGP Code: 19036 Description: Scourge (TM) 18 + 54 liquid - Can  
Quantity: 1 Unit: Can  
Unit Price: \$1,874.25 Manufacturer: Bayer  
Part Number: SCO 1854-5 Delivery Type: Per Terms and Conditions  
Free On Board Name: FOB Destination-Freight Prepaid

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#### **Lot 1 ADULTICIDES: Line: 14**

NIGP Code: 19036 Description: Scourge (TM) 18 + 54 liquid - 30 gallon drum  
Quantity: 1 Unit: Drum  
Unit Price: \$11,134.50000 Manufacturer: Bayer  
Part Number: SCO 1845-30 Delivery Type: Per Terms and Conditions  
Free On Board Name: FOB Destination-Freight Prepaid

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#### **Lot 1 ADULTICIDES: Line: 15**

NIGP Code: 19036 Description: Scourge (TM) 18 + 54 liquid - 55 gallon drum  
Quantity: 1 Unit: Drum  
Unit Price: \$20,297.75 Manufacturer: Bayer  
Part Number: SCO 1854-55 Delivery Type: Per Terms and Conditions  
Free On Board Name: FOB Destination-Freight Prepaid

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#### **Lot 1 ADULTICIDES: Line: 16**

NIGP Code: 19036 Description: Scourge (TM) 4 + 12 liquid - Can  
Quantity: 1 Unit: Can

Unit Price: \$479.40  
Part Number: SCO 412-5  
Free On Board Name: FOB Destination-Freight Prepaid

Manufacturer: Bayer  
Delivery Type: Per Terms and Conditions

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**Lot 1 ADULTICIDES: Line: 18**

NIGP Code: 19036  
Description: Scourge (TM) 4 + 12 liquid - 55 gallon drum

Quantity: 1  
Unit Price: \$4,881.25  
Part Number: SCO 412-55  
Free On Board Name: FOB Destination-Freight Prepaid

Manufacturer: Bayer  
Delivery Type: Per Terms and Conditions

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**Lot 1 ADULTICIDES: Line: 36**

NIGP Code: 19036  
Description: Aqua-Kontrol (TM) - Case

Quantity: 1  
Unit Price: \$995.50  
Part Number: AQR 2X2.5  
Free On Board Name: FOB Destination-Freight Prepaid

Unit: Case  
Manufacturer: Bayer  
Delivery Type: Per Terms and Conditions

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**Lot 1 ADULTICIDES: Line: 37**

NIGP Code: 19036  
Description: Aqua-Kontrol (TM) - 30 Gallon Drum

Quantity: 1  
Unit Price: \$5,973.00  
Part Number: AQR-30RR  
Free On Board Name: FOB Destination-Freight Prepaid

Unit: Drum  
Manufacturer: Bayer  
Delivery Type: Per Terms and Conditions

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**Lot 1 ADULTICIDES: Line: 39**

NIGP Code: 19036  
Description: Fyfanon (TM) ULV - 5 Gallon Pail

Quantity: 1  
Unit Price: \$151.25  
Part Number: FYF-5  
Free On Board Name: FOB Destination-Freight Prepaid

Unit: Pail  
Manufacturer: Cheminova  
Delivery Type: Per Terms and Conditions

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**Lot 1 ADULTICIDES: Line: 40**

NIGP Code: 19036  
Description: Fyfanon (TM) ULV - 55 Gallon Drum

Quantity: 1  
Unit Price: \$1,663.75  
Part Number: FYF-55  
Free On Board Name: FOB Destination-Freight Prepaid

Unit: Drum  
Manufacturer: Cheminova  
Delivery Type: Per Terms and Conditions

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**Lot 1 ADULTICIDES: Line: 41**

NIGP Code: 19036 Description: **Fyfanon (TM) ULV - 260 Gallon Tote**  
Quantity: 1 Unit: **Tote**  
Unit Price: **\$7,865.00** Manufacturer: **Cheminova**  
Part Number: **FYF-260** Delivery Type: **Per Terms and Conditions**  
Free On Board Name: **FOB Destination-Freight Prepaid**

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**Lot 2 LARVICIDES: Line: 5**

NIGP Code: 19036 Description: **Vectobac (TM) CG Granular - 40 lb Bag**  
Quantity: 1 Unit: **Bag**  
Unit Price: **\$63.20** Manufacturer: **Becker Microbial**  
Part Number: **AQB200CG-40** Delivery Type: **Per Terms and Conditions**  
Free On Board Name: **FOB Destination-Freight Prepaid**

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**Lot 2 LARVICIDES: Line: 7**

NIGP Code: 19036 Description: **Vectobac (TM) 12 AS - Liquid - Case**  
Quantity: 1 Unit: **Case**  
Unit Price: **\$120.65** Manufacturer: **Becker Microbial**  
Part Number: **AQBXT-2X2.5** Delivery Type: **Per Terms and Conditions**  
Free On Board Name: **FOB Destination-Freight Prepaid**

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**Lot 2 LARVICIDES: Line: 8**

NIGP Code: 19036 Description: **Vectobac (TM) 12 AS - Liquid - 30 Gallon Drum**  
Quantity: 1 Unit: **Drum**  
Unit Price: **\$723.90** Manufacturer: **Becker Microbial**  
Part Number: **AQBXT-30** Delivery Type: **Per Terms and Conditions**  
Free On Board Name: **FOB Destination-Freight Prepaid**  
Free On Board Name: **FOB Destination-Freight Prepaid** Part Number: **AQBXT-30**

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**Lot 2 LARVICIDES: Line: 9**

NIGP Code: 19036 Description: **Vectobac (TM) 12 AS - Liquid - 264 Gallon Tote**  
Quantity: 1 Unit: **Tote**  
Unit Price: **\$6,032.50000** Manufacturer: **Becker Microbial**  
Part Number: **AQBXT-250** Delivery Type: **Per Terms and Conditions**  
Free On Board Name: **FOB Destination-Freight Prepaid**

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**Lot 2 LARVICIDES: Line: 21**

Line Type: **Item**  
NIGP Code: **19036** Description: **BTI Briquets - Case**  
Quantity: **1** Unit: **Case**  
Unit Price: **\$60.150** Manufacturer: **Summit Chemicals**  
Part Number: **BAC-1** Delivery Type: **Per Terms and Conditions**  
Free On Board Name: **FOB Destination-Freight Prepaid**

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**Lot 2 LARVICIDES: Line: 23**

NIGP Code: **19036** Description: **Teknar (TM) HPD - Case**  
Quantity: **1** Unit: **Case**  
Unit Price: **\$145.00** Manufacturer: **Valent Biosciences**  
Part Number: **TEK-2X2.5** Delivery Type: **Per Terms and Conditions**  
Free On Board Name: **FOB Destination-Freight Prepaid**

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**Lot 2 LARVICIDES: Line: 24**

NIGP Code: **19036** Description: **Teknar (TM) HPD - 30 Gallon Drum**  
Quantity: **1** Unit: **Drum**  
Unit Price: **\$870.00** Manufacturer: **Valent Biosciences**  
Part Number: **TEK-30** Delivery Type: **Per Terms and Conditions**  
Free On Board Name: **FOB Destination-Freight Prepaid**

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**Lot 2 LARVICIDES: Line: 25**

NIGP Code: **19036** Description: **Teknar (TM) HPD - 264 Gallon Tank**  
Quantity: **1** Unit: **Tank, cylindrical**  
Unit Price: **\$7,326.00** Manufacturer: **Valent Biosciences**  
Part Number: **TEK-264** Delivery Type: **Per Terms and Conditions**  
Free On Board Name: **FOB Destination-Freight Prepaid**

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**Lot 2 LARVICIDES: Line: 28**

NIGP Code: **19036** Description: **Altosid (TM) Briquets - Case**  
Quantity: **1** Unit: **Case**  
Unit Price: **\$380.00** Manufacturer: **Central Life Sciences**  
Part Number: **ALT30D-400** Delivery Type: **Per Terms and Conditions**  
Free On Board Name: **FOB Destination-Freight Prepaid**

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**Lot 2 LARVICIDES: Line: 29**

NIGP Code: **19036** Description: **Altosid (TM) XR Briquets - Case**  
Quantity: **1** Unit: **Case**

Unit Price: \$609.40  
Part Number: ALTXR-220  
Free On Board Name: FOB Destination-Freight Prepaid  
Manufacturer: Central Life Sciences  
Delivery Type: Per Terms and Conditions

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**Lot 2 LARVICIDES: Line: 30**

NIGP Code: 19036  
Quantity: 10  
Unit Price: \$1,059.96  
Part Number: ALTPEL-2  
Free On Board Name: FOB Destination-Freight Prepaid  
Description: Altosid (TM) Pellets - Case  
Unit: Case  
Manufacturer: Central Life Sciences  
Delivery Type: Per Terms and Conditions

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**Lot 2 LARVICIDES: Line: 32**

NIGP Code: 19036  
Quantity: 1  
Unit Price: \$295.20  
Part Number: ALTXRG-40  
Free On Board Name: FOB Destination-Freight Prepaid  
Description: Altosid (TM) XRG Granules - 40 lb Bag  
Unit: Bag  
Manufacturer: Central Life Sciences  
Delivery Type: Per Terms and Conditions

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**Lot 2 LARVICIDES: Line: 33**

NIGP Code: 19036  
Quantity: 1  
Unit Price: \$930.20  
Part Number: ALTSR5-4  
Free On Board Name: FOB Destination-Freight Prepaid  
Description: Altosid (TM) Liquid - Case  
Unit: Case  
Manufacturer: Central Life Sciences  
Delivery Type: Per Terms and Conditions

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**Lot 3 BARRIER SPRAYS: Line: 1**

NIGP Code: 19036  
Quantity: 1  
Unit Price: \$407.25  
Part Number: PER10EC 2X2.5  
Free On Board Name: FOB Destination-Freight Prepaid  
Description: Flit (TM) 10EC - Liquid - Case  
Unit: Case  
Manufacturer: Bayer  
Delivery Type: Per Terms and Conditions

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**Lot 3 BARRIER SPRAYS: Line: 2**

Line Type: Item  
NIGP Code: 19036  
Quantity: 1  
Unit Price: \$4,050.00  
Part Number: DIB-30RR  
Free On Board Name: FOB Destination-Freight Prepaid  
Description: Dibrom (TM) Concentrate - Case  
Unit: Case  
Manufacturer: AMVAC  
Delivery Type: Per Terms and Conditions

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**Lot 3 BARRIER SPRAYS: Line: 5**

NIGP Code: 19036 Description: Mavrik (TM) 8oz - Case  
Quantity: 1 Unit: Case  
Unit Price: \$306.00 Manufacturer: Central Life Sciences  
Part Number: MAV-12 Delivery Type: Per Terms and Conditions  
Free On Board Name: FOB Destination-Freight Prepaid

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**Lot 4 MISCELLANEOUS CHEMICALS: Line: 1**

NIGP Code: 19036 Description: Larviciding Oil - Case  
Quantity: 1 Unit: Case  
Unit Price: \$41.75 Manufacturer: BVA  
Part Number: BVA2-5 Delivery Type: Per Terms and Conditions  
Free On Board Name: FOB Destination-Freight Prepaid

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**Lot 4 MISCELLANEOUS CHEMICALS: Line: 3**

NIGP Code: 19036 Description: Larviciding Oil - 55 gallon Drum  
Quantity: 1 Unit: Drum  
Unit Price: \$383.90 Manufacturer: BVA  
Part Number: BVA2-55 Delivery Type: Per Terms and Conditions  
Free On Board Name: FOB Destination-Freight Prepaid

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**Lot 4 MISCELLANEOUS CHEMICALS: Line: 4**

NIGP Code: 19036 Description: Monomolecular Surface Film - Agnique  
MMF (TM) - Case  
Quantity: 1 Unit: Case  
Unit Price: \$148.20 Manufacturer: Cognis  
Part Number: AGN-2X2.5 Delivery Type: Per Terms and Conditions  
Free On Board Name: FOB Destination-Freight Prepaid