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

NOTICE OF CONTRACT CHANGE

DATE:	**SEPTEMBER 25, 2013**
CONTRACT NO.:	**E194-524**
COMMODITY:	**DIPLOMAS & CASES**
AUTHORIZED USERS:	**LISTED ON CONTRACT**
CHANGE NUMBER:	**01**
EFFECTIVE DATE:	**IMMEDIATELY**
CONTRACTOR:	**JOSTENS, INC.**

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

Added Line 6 to Josten's HomeShip Program Pricing Schedule:

No.	Item Included	Add	Cost
6.	Additional non-personalized inserts	(Qty.)	$ .03 each ***x*** (number of inserts __) = **$. ** *(Total price for additional inserts)*

Example:

6.	Additional non-personalized inserts	(3)	$ .03 each ***x*** (number of inserts 3) = **$ .09** *(Total price for additional inserts)*

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

NOTICE OF CONTRACT RENEWAL

DIPLOMAS AND CASES

Contract Number ……..…….***E194-524** New Contract Number *(replaces old number **E194-647*)

Effective Begin Date: ……. ……... 3/1/2013

Expiration Date: ……. 2/28/2014

Minimum Order Amount: ……. $10.00

Maximum Order Amount: ……. NA

Contract Officer: ……..…… Kirby Battle

Phone: ……... (804) 786-5414

Fax: ……. (804) 786-0223

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

Authorized Departments:

A212 …….. Virginia State University

A213 ……..…….…. Norfolk State University

A241 ….……..……..…….. Richard Bland College

A242 …….. Christopher Newport University

A270 ……..…….Virginia Community College Systems

Contractor ……..……..……..……. Josten, Inc.
148 East Broadway
Owatonna, MN 55060

Contact Name: …….…… Sarah Korbel

Contact Phone: ……..…… (800) 854-7464 x6559

Contact Email: …….…..…… sarah.korbel@jostens.com

Contractor eVA ID Number ……

THERE WILL BE A $10.00 MINIMUM ORDER FEE FOR ALL ORDERS OF 5 DIPLOMAS OR LESS.

SPECIAL INSTRUCTIONS

(Instructions for ordering Diplomas, Cases and accessories)

1. All orders shall:

    a. List a contact name and telephone number and /or

    b. List the name of submitter if other than contact person

2. All orders shall state a required need date.

3. All orders shall list complete shipping address and special instructions such as to the attention of (if applicable).

4. All orders shall provide "Required" information:

** The following information is required and shall be provided by the college, university and /or institution for all orders.*

Date (this will be formatted into the dateline wording by Jostens)	**Name as it should appear on the diploma**	**Degree as it should appear on the diploma**	**Major as it should appear on the diploma**	**Honor as it should appear on the diploma**	**School /College as it should appear on the diploma**	**Dean or other variable signature and titleline**	**Other information as it should appear on diploma**

5. Product (s) ordering:

    a. When ordering covers, enter the quantity needed. If your school has more than one style of cover please note which style is being ordered in the special instructions or comments field.

    b. When ordering inserts, add attachment with a name list or provide the required information in the comment field for that particular line item.

    c. When ordering miniature diplomas, specify "mini-diploma" and complete the name list information as an attachment; or enter in comment field (s).

    d. To order stock products or for other products, enter the information into the comments as "Special Instructions".

6. Enter the date the order is needed by. If no date is provided, the order will be scheduled according to standard lead time (30 days after receipt of order).

7. Enter the graduation date. If there are multiple graduation dates, enter the date that the diplomas will be distributed in the comments field.

8. Enter the signatures as they are to appear on the diploma along with the corresponding title line. Only consistent signatures should be provided. Any signatures that will vary should be listed and entered in the comments field as "Special Instructions".

9. Special instructions may be used to provide any other information that needs to be passed to the order entry team.
10. Enter the student's name (s) as it should appear on the diploma. Remember to use punctuation and capitalization as appropriate.
11. Enter the degree wording as it should appear on the diploma. If there is a two-line degree, be sure to enter the second line of the degree wording.

13. Enter the major wording as it should appear on the diploma. If there is a second major or a minor, be sure to enter the second line of wording.
14. If there are honors printed onto the diploma for a student, enter the honor wording as it should appear on the diploma.
15. If the college or school name needs to be printed (i.e.: College of Engineering) enter it as it should appear on the diploma.
16. If the Dean or other official signature changes, it should be entered so that Jostens will know which signatures to print onto the diploma.

17. If there are other variable lines required they should be listed (on an attachment or in comments section) and entered as they should appear (i.e.: "Duplicate Diploma")

18. There will be a $10.00 Minimum Order Fee for all orders of 5 diplomas or less.

19. A Jostens standard HomeShip program:

Josten's Diploma HomeShip℠ Proposal

Summary/Description:

Jostens Diploma HomeShip℠ is a premium service offering to schools. The schools place their order utilizing **GradTrack®** and Jostens will print, fulfill, and ship the Diploma HomeShip package to individual degree recipients reducing the time and stress for the school.

New! Jostens now offers customizable, school-specific diploma frames, perfect for displaying the achievements of your students while highlighting your school's image and brand. As part of the HomeShip program, we will include a Diploma Frame flyer to promote this new product line and provide instructions on how to order. The flyer will be inserted into all HomeShip packages at no cost to you!

Important: In order to take advantage of the HomeShip service, the school needs to be a GradTrack customer.

Placing HomeShip Orders: A HomeShip service order is required to participate in the Jostens HomeShip program. Once established, the following functionality becomes available:

- Allows loading of individual student names and addresses
- Permits HomeShip indicator to be utilized when appropriate; standard shipping to the school may also be used for select orders
- GradTrack online order tracking

GradTrack Benefits:

- Able to place orders that will ship to the individual students or for standard delivery (to school)
- Immediate scheduling into Jostens production system; no additional lag time associated with order entry
- Orders submitted are not touched; addresses and details loaded are used as is with no additional chance for introduction of error
- Generates individual mailing documents
- Ability to track order shipment details

Standard Shipping Materials: A Jostens standard HomeShip program includes the following:

- Stayflat mailer
- Diploma
- One piece of protective chipboard
- Diploma Frame flyer

Customized mailings are available at an additional cost. The most frequent mailing addition is a presidential congratulatory letter.

Note: Diplomas larger than 8 ½ x 11, or those shipped with covers or other items, may require special packaging and postal service solutions. Jostens will pursue the optimal packaging choice for product safety keeping mailing costs in mind.

Turn Time: Orders will be produced, packaged and shipped within 15 business days or less of GradTrack order submission. Once the order has shipped, the person who submitted the order via GradTrack will receive a shipment confirmation email.

Inventory: If a school wishes to ship any component(s) other than certificates (cover, letter, etc.), you will be required to commit to a full year's worth of inventory. The entire inventory will be produced prior to the first order being submitted.

If Jostens is producing any of the extra components, and a customer wants to make a change to the component when remaining stock is still on the shelf, the customer will be charged the destruction cost.

If the customer is providing the components, a pack list must be included so our plant can get these items checked into inventory.

Mailing Specifics: HomeShip packages requiring individual tracking capabilities will be shipped by UPS.

Additional mailing options, and costs, may exist for the following:

- Diplomas larger than 8 ½ x 11
- Diplomas mailed with a diploma cover
- Diplomas mailed with an additional insert(s)
- Diplomas with shipment tracking desired

Due to varying labeling methods, undeliverable packages shipped via USPS will be returned to the school. Undeliverable packages shipped via UPS will be returned to the Jostens plant, inspected for damage, and shipped to the school within five days of receipt.

Quality Control: All HomeShip orders are inspected upon manufacturing completion to ensure quality workmanship. Diplomas are then individually hand matched to the shipping documentation and inserted in to the corresponding mailer.

In the event that a diploma is printed incorrectly or damaged in transit, **the school** should call Jostens Customer Service to request a re-print at **no additional charge.**

****Shipping is estimated at USPS rates. Actual shipping charges will be billed.***

The terms of this agreement would coincide with the final year of the current diploma contract, which runs 2/28/13 – 2/27/14.

Customized mailings are available at an additional cost. The most frequent mailing addition is a presidential congratulatory letter.

Calculating Price for Home Ship:

No.	Item Included	Add	Cost/Each Diploma
1	Diploma	(+)	**$.**
2	Chip Board *(required w/no cover)*	(+)	**$ .03**
3	Stayflat (Plain-no address or seal)	(+)	**$ .42 ($.95 personalized w/1 color)**
4	Fulfillment Cost (handling)	(+)	**$ 1.00 (Diploma only)**
5	Prevailing USPS or UPS rate	(+)	**$ ____** *(Actual shipping charges will be billed)*
6	Additional non-personalized inserts	(+)	**$ .03 Each** ***x*** (number of inserts: ***QTY.***) = **$.** *(Total price for additional inserts)*

Total Per Unit Cost for Diploma Home Ship: $_____

Note: Diplomas larger than 8 ½ x 11, or those shipped with covers or other items, may require special packaging and postal service solutions. Jostens will pursue the optimal packaging choice for product safety keeping mailing costs in mind.

If you have any questions, please call 1-800-488-2173 or send an e-mail to Tara Matson, campus.services.east@jostens.com

Lines **VIRGINIA COMMUNITY COLLEGE SYSTEM**

ITEM NUMBER: **E194647-00**
Line Type: Item
NIGP Code: 96628
Description: **Virginia Community College System** **8-1/2" x 11" Blank Diplomas** (per attached Specifications)
Unit Price: $ **.77** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

Ship To
Shipping Instructions: Multiple shipping locations per Specifications and /or Terms and Conditions

Bill To
Billing Instructions: Bill to ordering entity as instructed by purchase order

Free On Board Name: FOB Destination-Freight Prepaid
Shipping Method: Vendor
Special Handling: Per specification
Packing Instructions: Per specification

(Shipping & Billing Instructions typical for all line items)
$10.00 Minimum Billing charge for orders of five (5) diplomas/certificates or less.

ITEM NUMBER: **E194647-01**
Line Type: Item
NIGP Code: 96628
Description: **Virginia Community College System** **7" x 9" Diplomas** (per attached Specifications)
Unit Price: $**1.59** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-01A**
Line Type: Item
NIGP Code: 96628
Description: **Virginia Community College System** **8-1/2" x 11" Diplomas** (per attached Specifications)
Unit Price: $**1.76** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-02**
Line Type: Item
NIGP Code: 96628
Description: **Virginia Community College System** **7" x 9" Cases** (per attached Specifications)
Unit Price: $**2.81** Unit: each

Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-02A**
Line Type: Item
NIGP Code: 96628
Description: **Virginia Community College System** **8-1/2" x 11" Cases** (per attached Specifications)
Unit Price: $**3.92** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-03**
Line Type: Item
NIGP Code: 96628
Description: **Virginia Community College System** Honor Seals (per attached Specifications)
Unit Price: $0.12 Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER**: E194647-04**
Line Type: Item
NIGP Code: 96628
Description: **Virginia Community College System** Assembly unit: Each unit consists of one diploma, one case, and one acetate sheet (per attached Specifications)
Unit Price: $0.21 Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-05**
Line Type: Item
NIGP Code: 96628
Description: **Virginia Community College System** Facsimile Signatures: additional per signature, per lot, if additional signatures are required (per attached Specifications)
Unit Price: N/C Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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Virginia Community Colleges

SPECIFICATION

I. **Diplomas**

A. **Size** **9" x 7"** or **8-1/2" x 11"**

B. **Stock** **Mohawk Via, Item no. 29-4382, 80# Cover, Vellum, Cream White**

C. **Printing** Diplomas shall be thermographed in black ink.

D. **Seal** Diplomas shall have a 1-3/8" diameter gold Commonwealth of Virginia seal and 1-3/8" diameter gold VCCS seal. Both shall be steel engraved.

E. **Copy** Camera-ready copy, negatives, and dies (unless otherwise stated) will be available from the Virginia Community College System office, 101 North 14th Street, Richmond, VA 23219.

F. **Proof** One trimmed proof. Proof will be received and reviewed only during normal working hours.

Should additional proof(s) be required due to contractor's errors, such proofs shall be furnished at no additional charge. Delivery by the specified date shall be required.

Proof shall be delivered to Mr. Joe Barden, VCCS, 101 North 14th Street, Richmond, VA 23219.

G. **Engrossing** School name (engrossed in Old English 24 pt.); name of recipient, name of degree, major (engrossed in Old English 24 pt.); and date and location of graduation shall be engrossed on each diploma at no additional charge. Facsimile signatures two college officers shall be printed on each diploma, changing as necessary to accommodate different schools. Additional facsimile signatures shall be priced separately. Misspelled names and incorrect data shall be expeditiously corrected by the contractor at no additional cost to the commonwealth.

II. **Cases** Cases shall be black morocco grained leatherette to match sample on hand at the Division of Purchases and Supply. Size shall be approximately 7-3/8" x 9-3/8" and hinge on the 9-3/8" side, **or 8-7/8" x 11-3/8" and hinged on the 11-3/8" side**. Inside of case shall be lined on both sides with white moiré taffeta bonded to a .045 warp resistant board. Bottom pad shall have four white matching ribbons on the corners to hold the diploma in case. Each case shall be furnished with an acetate protective sheet (5 mil) to cover diploma. All seams shall be securely glued -- all corners neatly tucked and formed.

Front of each case shall be gold foil stamped with the name of the college. The contractor shall use the same heading typeface as that used on the diploma and shall provide stamping die.

Front of case has a double debossed border.

One white kraft envelope, open end, shall be included with each case.

III. **Assembly** Assembly of diplomas, cases, and acetate cover sheets shall be priced separately.

IV. **Packaging** Box as convenient. End label boxes as to contents and quantity/box.

V. **Delivery** Inside delivery is required at the individual community colleges (there are more than 20 throughout the state) no later than 45 calendar days after receipt of orders.

Contractor shall verify order receipt date with each college upon receipt of agency purchase orders.

At conclusion of this contract all camera-ready copy, negatives, and dies must be returned to the college.

Home Ship: See Home Ship Program (Special Instructions # 19) above for per unit pricing details.

Lines

CHRISTOPHER NEWPORT UNIVERSITY

ITEM NUMBER: **E194647-06**
Line Type: Item
NIGP Code: 96628
Description: **Christopher Newport University** Diplomas (per attached Specifications)
Unit Price: $**2.73** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications
Special Handling: Per specification
Packing Instructions: Per specification

ITEM NUMBER: **E194647-07**
Line Type: Item
NIGP Code: 96628
Description: **Christopher Newport University** Cases (per attached Specifications)
Unit Price: $**6.38** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications
Special Handling: Per specification
Packing Instructions: Per specification

ITEM NUMBER: **E194647-08**
Line Type: Item
NIGP Code: 96628
Description: **Christopher Newport University** Assembly per unit - Each unit consists of one diploma, one case, and one acetate sheet (per attached Specifications)
Unit Price: $**0.32** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications
Special Handling: Per specification
Packing Instructions: Per specification

ITEM NUMBER: **E194647-09**
Line Type: Item
NIGP Code: 96628
Description: **Christopher Newport University** Replacement Diplomas (per attached Specifications)
Unit Price: $**2.73** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications
Special Handling: Per specification
Packing Instructions: Per specification

Christopher Newport University

SPECIFICATION

I. Diplomas

A.	Size:	13" X 10"
B.	Stock:	Valley Forge Parchment, white, CV (approx. 10-1/2 points).
C.	Printing:	Diplomas shall be thermographed in black ink.
D.	Seal:	A 2" engraved gold university seal shall be placed at bottom center between signature lines.
E.	Copy:	Camera-ready copy and dies (unless otherwise stated) are available from Myrita S. Savage, Office of the Registrar.
F.	Proof:	One trimmed proof. Proof will be received and reviewed only during normal working hours. Should additional proof(s) be required due to contractor's errors, such proofs shall be furnished at no additional charge. Delivery by the specified date shall be required.

Proof shall be delivered to Myrita S. Savage.

G. Engrossing: Name of recipient, name of degree, and date of graduation shall be engrossed on each diploma at no additional charge. Facsimile signatures of various college officers shall be printed on each diploma according to degree, changing as necessary to accommodate different schools. Misspelled names and incorrect data shall be expeditiously corrected by the contractor at no additional cost to the Commonwealth.

H. Replacements: Contractor may be requested to supply replacement diplomas in the current style with current signatures for the type of degree required. These will be ordered on an individual basis. Price separately in bid schedule.

I. Cases Cases shall be medium blue morocco grained leatherette to match sample on hand at the Division of Purchases and Supply. Size shall be 13-3/4" X 10-1/2" and hinge on the 13-3/4" side. Inside of case shall be lined on both sides with white moiré taffeta bonded to a .045 warp resistant board. Bottom pad shall have four white matching ribbons on the corners to hold the diploma in case. Each case shall be furnished with an acetate protective sheet (5 mil) to cover diploma. All seams shall be securely glued -- all corners neatly tucked and formed.

Front of each case shall be silver foil stamped with two lines of type (name of the university, city and state). The contractor shall use the same heading typeface as that used on the diploma and shall provide stamping die.

III. Assembly Price assembly of diplomas, cases, and acetate cover sheets in bid schedule.

IV. Packaging Box as convenient. End label boxes as to contents and quantity/box.

V. Delivery Deliveries are required by May 1, December 1, and August 1. Orders will be placed by February 15, October 15, and June 15. Inside delivery shall be made to the CNU Warehouse. Delivery hours are 8am – 3:30pm, Monday - Friday.

Home Ship: See Home Ship Program (Special Instructions # 19) above for per unit pricing details.

At conclusion of this contract all camera-ready copy, negatives, and dies must be returned to the college.

Lines NORFOLK STATE UNIVERSITY

ITEM NUMBER: **E194647-10**
Line Type: Item
NIGP Code: 96628
Description: **Norfolk State University** Diplomas, Associate, 9" X 7" (per attached Specifications)
Unit Price: $**1.66** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-11**
Line Type: Item
NIGP Code: 96628
Description: **Norfolk State University** Diplomas, Bachelor, 11" X 8-1/2" (per attached Specifications)
Unit Price: $**1.66** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-12**
Line Type: Item
NIGP Code: 96628
Description: **Norfolk State University** Diplomas, Masters, 14" X 11" (per attached Specifications)
Unit Price: $**2.54** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-13**
Line Type: Item
NIGP Code: 96628
Description: **Norfolk State University** Replacement Diplomas, Associate (per attached Specifications)
Unit Price: $**1.66** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-14**
Line Type: Item
NIGP Code: 96628
Description: **Norfolk State University** Replacement Diplomas, Bachelor (per attached Specifications)
Unit Price: $**1.66** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-15**

Line Type: Item
NIGP Code: 96628
Description: **Norfolk State University** Replacement Diplomas, Masters (per attached Specifications)
Unit Price: $**2.54** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-16**
Line Type: Item
NIGP Code: 96628
Description: **Norfolk State University** Cases, Associatee, 9-1/2" X 7-1/2" (per attached Specifications)
Unit Price: $**2.81** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-17**
Line Type: Item
NIGP Code: 96628
Description: **Norfolk State University** Bachelor, 11"-1/2 X 9" (per attached Specifications)
Unit Price: $**3.56** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-18**
Line Type: Item
NIGP Code: 96628
Description: **Norfolk State University** Cases, Masters, 14-3/4" X 11-3/4" (per attached Specifications)
Unit Price: $ **5.09** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-19**
Line Type: Item
NIGP Code: 96628
Description: **Norfolk State University** Blank Diplomas (without candidate's name, major, completion date) - Lot = 15 copies of each size listed above.
Unit Price: $**60.19** Unit: lot
Estimated Delivery Days: 30 Delivery Type: Per Specifications

Norfolk State University

SPECIFICATION

I. Diplomas - three sizes/styles

A. Sizes: See pricing schedule.

B. Stock: American Parchment.

C. Printing: Diplomas shall be steel engraved in black ink. Seal shall be steel engraved in green leaf and gold.

D. Copy: Engraving and embossing dies (unless otherwise stated) are available from Regina Bynum, Registrar's Office, (757) 823-2330.

E. Proof: One trimmed proof is required for each size. Proofs will be received and reviewed only during normal working hours.

Should additional proof(s) be required due to contractor's errors, such proofs shall be furnished at no additional charge. Delivery by the specified date shall be required.

Proofs shall be delivered to Regina Bynum, Registrar's Office.

F. Engrossing: Name of recipient, name of degree, major, and date of graduation shall be engrossed on each diploma at no additional charge. Facsimile signatures of various college officers shall be printed on each diploma according to degree, changing as necessary to accommodate different schools. Misspelled names and incorrect data shall be expeditiously corrected by the contractor at no additional cost to the commonwealth.

G. Replacements: Contractor may be requested to supply replacement diplomas in the current style with current signatures for the type of degree required. These will be ordered on an individual basis. Price separately in bid schedule.

II. Cases

Cases shall be green morocco grained leatherette to match samples on hand at the Division of Purchases and Supply. Sizes are shown on the pricing schedule. Format shall be horizontal, with hinge on the long side. Inside of case shall be lined on both sides with gold (to match sample) moiré taffeta bonded to a .045 warp resistant board. Bottom pad shall have four green matching ribbons on the corners to hold diploma in case. Each case shall be furnished with an acetate protective sheet (5 mil) to cover diploma. All seams shall be securely glued -- all corners neatly tucked and formed. Front of each case shall be gold foil stamped with two lines of type (name of the university, city and state). The contractor shall use the same heading typeface as that used on the

		diploma and shall provide the stamping die. Front of each case has a double debossed border.
III.	Packaging	Box as convenient. End label boxes as to contents and quantity/box.
IV.	Delivery	For delivery by August 31, orders will be placed by May 15; for delivery by December 31, orders will be placed by December 1; for delivery by April 1, orders will be placed by March 1. We estimate that 15% of orders will be placed for August delivery, 15% of orders for December delivery, and 70% of orders for April delivery. Inside delivery shall be made to NSU Central Warehouse. Delivery hours are 8:30am - 3:30pm, Monday - Friday. **Home Ship: See Home Ship Program (Special Instructions # 19) above for per unit pricing details.**

At conclusion of this contract all camera-ready copy, negatives, and dies must be returned to the college.

Lines

VIRGINIA STATE UNIVERSITY

ITEM NUMBER: **E194647-20**
Line Type: Item
NIGP Code: 96628
Description: **Virginia State University** **11" x 8-1/2"Diploma, Bachelor** (per attached Specifications).
Unit Price: $**1.51** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-20A**
Line Type: Item
NIGP Code: 96628
Description: **Virginia State University** **14" x 11" Diploma, Master** (per attached Specifications).

Unit Price: $**2.27** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-21**
Line Type: Item
NIGP Code: 96628
Description: **Virginia State University** Certificates, (per attached Specifications).
Unit Price: $**1.51** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-22**
Line Type: Item
NIGP Code: 96628
Description: **Virginia State University** Mini-diplomas, (per attached Specifications).
Unit Price: $**1.60** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-23**
Line Type: Item
NIGP Code: 96628
Description: **Virginia State University** **11 x 8-1/2" Case, Bachelor** (per attached Specifications).
Unit Price: $**3.72** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-23A**
Line Type: Item
NIGP Code: 96628
Description: **Virginia State University** **14 x 11" Case, Master** (per attached Specifications).
Unit Price: $**5.87** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-24**
Line Type: Item
NIGP Code: 96628
Description: **Virginia State University** Mailers, (per attached Specifications).
Unit Price: $**0.62** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-25**
Line Type: Item
NIGP Code: 96628
Description: **Virginia State University** Replacement Diplomas, (per attached Specifications).
Unit Price: $**1.51** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-26**
Line Type: Item
NIGP Code: 96628
Description: **Virginia State University** Diplomas, Doctoral (per attached Specifications).
Unit Price: $**2.27** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-26Cvr**
Line Type: Item
NIGP Code: 96628
Description: **Virginia State University** **17" x 14" Covers** (per attached Specifications).
Unit Price: $**29.40** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

ITEM NUMBER: **E194647-27**
Line Type: Item
NIGP Code: 96628
Description: **Virginia State University** Replacement Diplomas, Doctoral (per attached Specifications).
Unit Price: $**2.27** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

Virginia State University

SPECIFICATION

I. Diplomas – Undergraduate and Masters

A. Quantity: Approximately 700 diplomas will be ordered for May graduation and 200 for December graduation. Totals are not exact (estimates only).

B. Size: 11" X 8-1/2" undergraduate and 14" X 11" Masters

C. Stock: American Parchment

D. Printing: Text shall be THERMOGRAPHED in black ink.

E. Copy: Camera-ready copy, negatives, and engraving dies (unless otherwise stated) will be available from Ms. Edith Smith.

F. Seals: Seals shall be fully steel engraved using metallic gold ink.

G. Proof: One trimmed proof. Proof will be received and reviewed only during normal working hours.

Should additional proof(s) be required due to contractor's errors, such proofs shall be furnished at no additional charge. Delivery by the specified date shall be required.

Proof shall be delivered to Ms. Edith Smith, Virginia State University, 110 Gandy Hall, Petersburg, VA 23806.

H. Engrossing: Name of the graduate, name of the degree*, and date of graduation shall be engrossed on each diploma at no additional charge. Misspelled names shall be corrected by the contractor at no additional charge.

Facsimile signatures of the Secretary of the Board of Visitors, Rector of the Board of Visitors, the President of the university, and Deans of the schools shall be printed at no additional charge.

**Degrees shall include: bachelor of arts, bachelor of science, bachelor of music, bachelor of fine arts, master of arts in history, master of arts in English, master of arts in economics, master of education in educational administration and supervision, master of education in mathematics education, master of education in biology, master of science in biology, master of science in mathematics, master of science in psychology, master of science in physics, master of science in education, master of science master of interdisciplinary studies, master of education in education, master of education in vocational-technical education, master of science in vocational-technical education, certificate of advanced graduate studies -- 30 hours beyond the masters.*

I. Replacements: Contractor may be requested to supply replacement diplomas in the current style with current signatures for the type of degree required. These will be ordered on an individual basis. Price separately in bid schedule.

II. Diplomas – Doctoral

A. Quantity: Approximately 25 for May graduation and 10 for December graduation.

B. Size: 17” X 14”

C. Stock: American Parchment

D. Printing: Text shall be THERMOGRAPHED in black ink.

E. Copy: Camera-ready copy will be available from Ms. Edith Smith.

F. Seals: Seals shall be fully steel engraved using metallic gold ink. Contractor shall supply steel engraving die for 1-1/2" school seal.

G. Proof: One trimmed proof. Proof will be received and reviewed only during normal working hours.

Should additional proof(s) be required due to contractor's errors, such proofs shall be furnished at no additional charge. Delivery by the specified date shall be required.

Proof shall be delivered to Ms. Edith Smith, Virginia State University, 110 Gandy Hall, Petersburg, VA 23806.

H. Engrossing: Name of the graduate, name of the degree*, and date of graduation shall be engrossed on each diploma at no additional charge. Misspelled names shall be corrected by the contractor at no additional charge.

Facsimile signatures of the Secretary of the Board of Visitors, Rector of the Board of Visitors, the President of the university, and Deans of the schools shall be printed at no additional charge

**Degree is doctor of education.*

I. Replacements: Contractor may be requested to supply replacement diplomas in the current style with current signatures for the type of degree required. These will be ordered on an individual basis. Price separately in bid schedule.

III. Certificates

Specifications same as undergraduate/masters diploma. Annual quantity is estimated at 100. Certificates do not require cases.

IV. Mini-Diplomas

A. Size: 2-3/8" X 3-1/4" with four round corners.

B. Copy: Same as diplomas.

C. Stock: White offset stock.

D. Binding: Each individual mini-diploma shall be heat sealed in an ID style laminated pouch, with four round corners. Style shall match sample on hand at DPS.

V.	Cases	Navy morocco leatherette with orange moiré taffeta lining. Format shall be horizontal, with hinge on the top. At bottom where diplomas insert shall be four matching orange corner ribbons. Full name and location of the university (two lines of type) and the university seal (2-1/8" for undergraduate/masters and 3-1/8" for doctoral) shall be stamped in gold foil on front cover. Contractor shall provide stamping dies. One acetate protective sheet (5mil) shall be included per diploma cover. Bachelor's and Master's Degrees shall be 11-1/2" X 9", Doctoral Degrees shall be 11-1/2" X 14-3/4".
VI.	Mailers	Bachelor's and Master's: 10" X 13" Calumet, or approved equal. Annual quantity is estimated at 500. Doctoral: 12" X 16" Calumet, or approved equal. Annual quantity is estimated at 50.
VII.	Packaging	Box as convenient. End label boxes as to contents and quantity/box.
VIII.	Delivery	Orders will be placed 45 days before required deliveries of May 6 and December 5. Inside delivery shall be made to the Office of the Registrar, Virginia State University, 110 Gandy Hall, Petersburg, VA 23806. Delivery hours are 8am - 5pm, Monday - Friday. **Home Ship: See Home Ship Program (Special Instructions # 19) above for per unit pricing details.**
IX.	Sample	Contact the Division of Purchases and Supply, 1111 East Broad Street, Richmond, VA 23219 during normal business hours. Contact Kirby Battle, (804) 786-5414, for an appointment.

At conclusion of this contract all camera-ready copy, negatives, and dies must be returned to the college.

CHANGES TO THE CONTRACT: Any change(s) to the specifications, whether they are at the suggestion of the agency of the contractor must be approved by the agency ***AND*** the Division of Purchases and Supply prior to execution of the change(s).

Lines

RICHARD BLAND COLLEGE

ITEM NUMBER: **E194647-28**
Line Type: Item

NIGP Code: 96628
Description: **Richard Bland College** Diplomas (per attached Specifications)
Unit Price: $**2.23** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-29**
Line Type: Item
NIGP Code: 96628
Description: **Richard Bland College** College Cases (per attached Specifications)
Unit Price: $**2.74** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E164947-30**
Line Type: Item
NIGP Code: 96628
Description: **Richard Bland College** Mini-Diplomas (per attached Specifications)
Unit Price: $**1.60** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-31**
Line Type: Item
NIGP Code: 96628
Description: **Richard Bland College** Envelopes (per attached Specifications)
Unit Price: N/C Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647-32**
Line Type: Item
NIGP Code: 96628
Description: **Richard Bland College** Replacement diplomas (per attached Specifications)
Unit Price: $**2.23** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

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ITEM NUMBER: **E194647- 33**
Line Type: Item
NIGP Code: 96628
Description: **Richard Bland College** Standard Sticker Seal per attached specification
Unit Price: $0.**21** Unit: each
Estimated Delivery Days: 30 Delivery Type: Per Specifications

Richard Bland College

SPECIFICATION

I. Diplomas

A.	Size:	6” x 8”
B.	Stock:	Weston Parchment, 100% Rag. Ivory, or approved equal.
C.	Printing:	Diplomas shall be thermo graphed in black ink.
D.	Seal:	A 1” gold Virginia state seal shall be engraved
E.	Copy:	Camera-ready copy and die available. Contractor shall be responsible for all pickups and deliveries.
F.	Proofs:	Provide blueline proof.
G.	Engrossing:	Name of recipient, name of degree, and date of graduation shall be engrossed on each diploma at no additional charge. Two facsimile signatures shall be printed on each diploma. Misspelled names and correct data shall be expeditiously corrected by the contractor at no additional cost to the Commonwealth.
H.	Replacements:	Contractor may be requested to supply replacement diplomas in the current style for the type of degree required. Price separately in bid schedule.

II. Mini-Diplomas

A.	Size:	2-3/8” x 3-1/4” with four round corners.
B.	Copy:	Same as diplomas. No back copy.
C.	Stock:	White offset stock.
D.	Binding:	Each individual mini-diploma shall be heat sealed in an ID style laminated pouch, with four round corners. Style shall match sample on hand at DPS.

III. Cases: Cases shall be dark green morocco grained leatherette to match sample. Size shall be 8-1/2” x 6-5/8” and hinge on the 6-5/8” side. Inside of case shall be lined on both sides with white moiré taffeta bonded to a .045 warp resistant board. Right-hand pad shall have four dark green matching ribbons on the corners so as to hold the diploma in case. Each case shall be furnished with an acetate protective sheet to cover diploma. All seams shall be securely glued--all corners neatly tucked and formed.

Front of each diploma case shall be gold foil stamped with a 2" college seal and the name of the college, city and state. The contractor shall use the same heading typeface as that used on the diploma and shall provide stamping die.

Front of case has a double debossed border.

One white kraft envelope, open end, shall be included with each case.

IV. Assembly: Price assembly of diplomas, cases, and acetate cover sheets in bid schedule.

V. Packaging: Box as convenient. End label boxes as to contents and quantity/box.

VI. Delivery December and May graduation – order will be placed 45 days before required delivery by May 1.

August graduation – order will be placed 45 days for required delivery by October 15.

Inside delivery is required at Richard Bland College Purchasing Warehouse, 11301 Johnson Road, Petersburg, VA 23805.
Delivery hours are 8:15 a.m. – 5 p.m., Monday – Friday.

At conclusion of this contract all camera-ready copy, negatives, and dies must be returned to the college.

Home Ship: See Home Ship Program (Special Instructions # 19) above for per unit pricing details.

CHANGES TO THE CONTRACT: Any change(s) to the specifications, whether they are at the suggestion of the agency of the contractor must be approved by the agency ***AND*** the Division of Purchases and Supply prior to execution of the change(s).

SPECIAL TERMS AND CONDITIONS

RENEWAL OF CONTRACT: **THIS IS THE FINAL RENEWAL OPTION FOR THIS CONTRACT.**

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

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

PRINTING PICK UPS/DELIVERIES: Contractor shall be responsible for all pick ups and deliveries of all materials.

QUANTITIES: Quantities set forth in this solicitation represent usage for a Two (2) year period and 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.

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 the ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in section 11-37 of Virginia Public Procurement Act.

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.

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

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.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the PPI index. Price adjustments may also be allowed if the Commonwealth institutes an eVA transaction fee to be paid by Vendors effective July 1, 2003. No price increases will be authorized for 365 calendar days after the effective date of the contract, except for the eVA transaction fee. Price escalation may be permitted only at the end of this period and each 90 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.

PURCHASE DOLLAR REPORT: The contractor shall furnish the Division of Purchases and Supply quarterly purchase dollar usage reports (sample report attached) as well as a statement covering the total dollar volume of purchases made under this contract at approximately 90 days prior to the contract expiration.

PURCHASE VOLUME REPORT: The contractor shall furnish the Division of Purchases and Supply quarterly volume usage reports (sample report attached)as well as a statement covering the total usage volume under this contract at approximately 90 days prior to the contractexpiration.

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.

ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems desirable.

SAMPLES: When required, requested samples shall be representative of the quality of product that will be provided by offeror if awarded the contract. Samples shall be sent under separate cover if offeror is responding to the solicitation electronically; and shall be received by the Department of Purchases and Supplies prior to the solicitation closing date and time. The

samples shall be addressed and labeled the same as PAPER SUBMISSIONS (section 02).

BRAND NAME OR EQUAL: Brand Name or Equal. When it is determined to be impractical to develop a generic specification, a brand name may be used to convey the general style, type, character and quality of the article desired. Unless otherwise provided in the IFB the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand or manufacturer named. Any article which the state, 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 (Code of Virginia, § 2.2-4315). When brand or manufacturers' names are specified, and one or more of these are known to be Virginia brands or manufacturers, those known to be Virginian shall be listed first prior to listing non Virginia brands or firms.

FINANCIAL WARRANTY: Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

GENERAL TERMS AND CONDITIONS

Section 01 SCOPE The purpose of this Invitation For Bid (IFB) is to solicit SEALED BIDS from responsive, responsible contractors that would lead to establishing a one (1) year term contract (with 4 optional 1 year renewals) to provide Safety Vests subassemblies to the Virginia Industries for the Blind, Charlottesville VA according to ANSI 107-2004 (or latest version) and per attached description and specifications. The sub assemblies shall be delivered to the Virginia Industries for the Blind, Charlottesville VA. All persons responding to this solicitation shall provide the samples not later than 48 hours of request to provide them(No exceptions). No award will be made until samples have been evaluated and approved by The Department of Purchases and Supply and/or The Virginia Industries for the Blind. All samples and/or bid responses shall be accompanied by the required certifications as described herein. Failure to provide the certifications shall be cause to declare the bid response "Non-responsive". The award may be made by total or as best serves the needs of the Commonwealth of Virginia. Bids may be submitted electronically or by "Paper Submission" (see Paper Submission - Section 02 below). If submitting an electronic response to the solicitation, samples shall be shipped separately to arrive as as described herein the specification, terms and conditions of the solicitation.

Section 02 PAPER SUBMISSION PAPER SUBMISSION: When submitting a paper submission of the solicitation response the bidder shall return the response by mail (or hand deliver). All Bid Responses shall be submitted using the official state form provided for that purpose (No Exceptions). Bids shall be addressed as indicated below and should be identified in the following manner on the face of the envelope, Name of Bidder: _, Street or Box Number: _ , City _, State _ , Zip Code _; Solicitation Close Date and Time _ , Solicitation No. _, Solicitation Description _, and Purchase Officer _. All Bids shall be delivered prior to bid closing (date and time) to the Division of Purchases and Supply, Attention: Bid Tabulation, 1111 East Broad Street (6th Floor), Richmond, VA 23219. No other un-requested correspondence or other bids should be placed in the envelope. It is the responsibility of the bidder to make sure that the bid response is delivered on time and to the correct location. The date and time recorded as stamped on the bid response at the receiving desk of the Department of Purchases and Supply shall be considered the official date and time of receipt. NO EXCEPTIONS! All persons delivering bid responses by hand must have proper identification with them to gain entrance to the building. NO FAXED RESPONSES TO THIS SOLICITATION WILL BE

ACCEPTED!

Section 03 AWARD AWARD TO OTHER THAN THE LOWEST PRICED BIDDER:An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

Section 04 QUESTION All questions to this solicitation shall be submitted in writing and shall be submitted prior to 4:00 pm on Thursday, August 27, 2009. NO EXCEPTIONS.
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.eva.virginia.gov under “Vendors Manual” on the “Vendor” tab.

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). 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 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.

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.

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

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 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 equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

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 (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)

(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 (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: Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.virginia.gov) for a minimum of 10 days.

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 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.

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.

PAYMENT (part 1 of 4): To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.(Continued on part 2)

PAYMENT (part 2 of 4): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

PAYMENT (part 3 of 4): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

PAYMENT (part 4 of 4): The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 1 of 2): The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected. (Continued on part 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 2 of 2): a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse. b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments. c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order. d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is: (i)DMBE-certified Small Businesses: 1%, capped at $500 per order. (ii)Businesses that are not DMBE-certified Small Businesses: 1%, capped at

$1,500 per order. The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

SET ASIDES This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

BUSINESS AUTHORIZATION AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.