COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT RENEWAL

1. DATE ..... June 29, 2011

2. COMMODITY NAME ..... Needles & Syringes, Conventional-Hypodermic (Standard)

3. CONTRACT NUMBER E194-578

4. CONTRACT PERIOD ..... July 1, 2011 through June 30, 2012

5. SUPERSEDES E194-578-11

6. AUTHORIZED USERS…….All Commonwealth of Virginia State Agencies, Commissions, Authorities, Boards, Public Bodies and other Entities Authorized by the *Code of Virginia.*

7. CONTRACTOR DUNS NUMBER 049652282

8. CONTRACTOR…….Virginia Lab Supply
Cristen Jordan
5400 Byrdhill Road
Richmond, VA 23228
Phone: 804-261-3700
Fax: 804-261-0418
Email: mail@vlsc.com
eVA ID Number: C14630
SCC Number: 02380574

9. TERMS ..... Net 30

10. DELIVERY ..... 2 Calendar Days ARO

11. MINIMUM ORDER $100.00

12. DMBE CERTIFICATION…….Small, Woman-Owned

13. FOR FURTHER CONTRACT INFORMATION CONTACT: Tina M. Rodriguez, CPPB, VCO
Phone: (804) 786-1603
Fax: (804) 786-5413
Email: tina.rodriguez@dgs.virginia.gov

14. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov

15. NOTICE TO DCLS: This contract is the result of a competitive bid program and its use is **Mandatory** (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by the agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.

16. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: */s/ Tina M. Rodriguez, CPPB, VCO*
Statewide Contract Officer

INSTRUCTIONS

1. ORDERS: Unless otherwise instructed by the Division of Purchases and Supply, agencies will order items through eVA.

2. The applicable state contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.

3. Inspection on delivery and approval of vendor's invoice is the responsibility of the receiving state agency.

4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (804-225-4045) or online at the following web address: http://www.eva.virginia.gov/buyers/index.htm.

5. RENEWALS. One (1), one-year optional renewal remains. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately three to four months in advance of the expiration date of the current term.

NOTICE OF CONTRACT RENEWAL
E194 - 578

Document Id: 578

Title: Needles & Syringes, Conventional-Hypodermic (Standard)

Print Date: 6/5/2008

Procurement Folder: 29344

Procurement Type: Complex IFB

Original Effective Begin Date: 7/1/2008

Original Expiration Date: 6/30/2009

Current Effective Begin Date: 7/1/2011

Current Effective Expiration Date: 6/30/2012

Minimum Order Amount: $100.00

Maximum Order Amount: $0.00

Preparer Name: Tina M. Rodriguez, CPPB, VCO

Phone: (804) 786-1603

Email: tina.rodriguez@dgs.virginia.gov

Description: Needles & Syringes, Conventional-Hypodermic (Standard)

BECTON-DICKINSON PRODUCT LINE

Created By: tmizelle1

Modified By: tmizelle1

Created On: 2008-06-05

Modified On: 2008-06-05

CONTACT INFORMATION

Tina M. Rodriguez, CPPB, VCO

Phone: (804) 786-1603

Email: tina.rodriguez@dgs.virginia.gov

VENDOR

Legal Name: VIRGINIA LAB SUPPLY

Contact Name: Cristen Jordan

***DMBE Certification: **Small, Woman-Owned**

DUNS #: 049652282

Location Legal Name: VLS

Contact Email: mail@vlsc.com

Contact Phone: 804-261-3700

Vendor Type: Primary

Fax: 804-261-0418

MA Number: E194 - 578 BECTON-DICKINSON PRODUCT LINE

RENEWAL PERIODS

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
~~1~~	~~1~~	~~Years~~	~~7/1/2009~~	~~6/30/2010~~	~~90~~
~~2~~	~~1~~	~~Years~~	~~7/1/2010~~	~~6/30/2011~~	~~90~~
~~3~~	~~1~~	~~Years~~	~~7/1/2011~~	~~6/30/2012~~	~~90~~
4	1	Years	7/1/2012	6/30/2013	90

AUTHORIZED DEPARTMENTS

Line Number	Department	Spending Limit	No Limit	Active	Exclude this Dept.	Ordered Amount
1	ALL	$0.00	Yes	Yes	No	$0.00

TERMS AND CONDITIONS

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 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.virginia.gov) 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 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.

LINES

Line: 1

Line Type: Item

NIGP Code: 47582

Description: See Attachment for BECTON-DICKINSON PRODUCT Pricing Schedule. Pricing effective July 1, 2011.

Special Terms and Conditions

1. **SMALL BUSINESS SET-ASIDE**: **This procurement has been classified as a Small Business Set-aside and is restricted to Certified Small Business participation only.** Certified Small Businesses are those businesses (Small, Women or Minority-Owned) that hold a current certification from the Virginia Department of Minority Business Enterprises (**DMBE**). DMBE's website www.dmbe.virginia.gov gives an explanation as to the procedure to follow to become a Certified Business and will provide the necessary forms to complete. Distributors/vendors shall submit, with the bid response, a copy of the Small Business Certification.

2. **DISTRIBUTOR AUTHORIZATION/CONTRACTOR ELIGIBILITY**: The distributors/vendors shall submit, with the bid response, a Manufacturer's authorization letter stating qualification to sell and distribute each product line for which your company is offering. The Manufacturer lines are as follows: Becton-Dickinson™ (BD), Kendall Healthcare™, Portex™, Terumo™, Retractable Technologies, Inc.™, Tyco Healthcare™, VanishPoint™ , B. Braun™, Smiths Medical™, Safety Medical International ™, LifeShield Products ™, and Medical Safety Technologies, Inc.™ . Distributors/vendors are not limited to one Manufacturer line; however, a separate bid must be submitted for each Manufacturer line. Failure to provide this information may disqualify your bid.

3. **PRODUCT COMPARISON**: A "Shopping Cart List" in an Excel format accompanies this bid **(Attachment A)**. The list is based on the BD™ product line and is a comparable basis for submitting your bid. A separate "Shopping Cart List" must be submitted for each Manufacturer line you are offering stating the comparable products and Grand Total. All products offered must meet all OSHA compliance directives (29 CFR 1910-1030), both federal and state, the Needle Stick Safety and Prevention Act, and the National Institute for Occupational Safety and Health.

4. **SEALED PAPER RESPONSE ONLY**. Verbiage Omitted from Award Document.

5. **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.

6. **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.

7. **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.

8. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

9. **RENEWAL OF CONTRACT**: This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) additional successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

10. **AWARD**: The Commonwealth will make the award(s) to the responsive and responsible bidder for each stated manufacturer line on a Grand Total basis. If two or more distributors bid on the same manufacturer line, the lowest Grand Total will be awarded for that manufacturer line. Additional items can be added to the contract with prior approval, in writing, by the Commonwealth and the awarded distributors. The purchasing office reserves the right to conduct any test that 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 an award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

11. **NAME OF MANUFACTURER AND SHIPPING POINT**: Verbiage Omitted from Award Document.

12. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following PPI Indices: WPU0638 – Chemicals and Allied Products, Pharmaceutical Preparations. The Producers Price Index Services will be used as a guide to determine increase or decrease. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 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.

    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.

13. **DELIVERY SERVICE/PRODUCT STOCK**: Delivery of all requested contract items shall be made two (2) calendar days after receipt of purchase order. Contractor shall maintain a 24/7 day delivery period for products ordered under this contract and shall carry an adequate stock to insure such delivery service for the duration of the contract. **Delivery time frame shall become effective 30 days after award to allow for stock build up.**

14. **CONTACT INFORMATION**: Verbiage Omitted from Award Document.

15. **PURCHASE VOLUME REPORT**: The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases by ordering Agency and the total number of each contract item ordered under this contract with dollar amounts on a quarterly basis, i.e., 1st quarter = July, August & September - submit report by October 30th; 2nd quarter = October, November & December - submit report by January 30th.

16. **REFERENCES:** Verbiage Omitted from Award Document.

17. **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.

18. **CONTRACT TERM**: The initial term of this contract will be for one (1) year beginning approximately May 15, 2008 through April 30, 2009.

19. **PURCHASE CARD INFO:** The Commonwealth and other users of this contract may make purchases using a major credit card. Currently the Commonwealth uses Master Card. Please list the major credit cards that will be accepted by your company under any resulting contract. _____
_____
_____
_____

Mandatory Acceptance of Small Purchase Charge Card: 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 note 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.

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 vendor provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. 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.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional)** data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

20. **RETURN OF GOODS**: Bidder shall submit with their bid their returned goods policy.

21. **PRODUCT RECALL**: Contractor shall notify the Contract Officer and using Agencies within 24 hours of receiving notification from the manufacturer or State or Federal agency that a product has been recalled. The notification shall include the procedures to be followed to comply with the recall.

22. **MINIMUM ORDER**: Except when otherwise specified herein all items shall be **FOB Origin** to any point within the Commonwealth of Virginia as directed by the ordering agency or other public body, as defined in Section 2.2-4301 of the Virginia Public Procurement Act, with freight prepaid by the awarded vendor and such freight added to the invoice at the time of submission to the using agency. Regardless of the FOB Point, whether it is destination or origin, the Commonwealth accepts title ONLY when goods are received. Minimum orders shall be $100.00. Partial shipments

of less than the minimum order value which are made at the option of the awarded vendor shall be made FOB Destination with freight prepaid by the awarded vendor.

23. **EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each agency order and/or delivery requirement) with the eVA transaction fee specified below assessed for each order.

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

    b. For orders issued August 16, 2006 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 assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

24. **BID SAMPLES**: Upon request, the awarded distributor/vendor shall furnish samples directly to the requesting using agencies at no cost to the Commonwealth and be exact and true representative sample of the actual material offered. Furthermore, the Division reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform to 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.

25. **PRODUCT INFORMATION:** The Bidder 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.

26. **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.

27. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the (name of institution) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

Material No	Material Description	UOM 1 EA	UOM 3 Case	PRICING 2011-2012	
	SHARPS CONTAINERS				
305343	SHARPS COLL 8QT NEST OPEN TOP	EA	CS/24	$77.25	ADDED TO CONTRACT
305344	SHARPS COLL 8QT NEST FUNL TOP	EA	CS/24	$69.01	ADDED TO CONTRACT
305409	SHARPS COLL BRACKET 2&3GAL BEIGE	EA	CS/10	$178.19	
305422	SHARPS COLL 2GAL PEARL	EA	CS/10	$51.50	
305426	SHARPS COLL NEXT GEN 5.4QT RED 12/PACK	EA	CS/12	$45.32	
305443	SHARPS COLL SIDE ENTRY 5.4QT RED	EA	CS/20	$72.10	
305447	SHARPS COLL BRACKET LOCKING 5.4QT	EA	CS/10	$139.05	
305460	SHARPS COLL 8QT RED NON-VENTED CAP	EA	CS/24	$69.01	
305464	SHARPS COLL 14QT RED 1508 NON-VENT CAP	EA	CS/20	$84.46	
305488	SHARPS COLL 3.3QT RED	EA	CS/24	$63.86	
305489	SHARPS COLL 6.9QT RED		CS/12	$72.10	
305490	SHARPS COLL 8.2QT RED VENTED CAP	EA	CS/12	$44.29	
305517	SHARPS COLL NEXT GEN 5.4QT RED 20/PACK	EA	CS/20	$67.98	
	Insulin Pen Needles				
328203	PEN NDL 29GA 12.7MM 100 BX 1200 USA	EA	CS/1200	$365.65	
320109	PEN NDL 31GA 8MM 100 BX 1200 USA	EA	CS/1200	$384.19	
	Insulin Syr.-Blister				
329461	SYRINGE 0.5ML 28GA 1/2IN BLS 500CAS CA	EA	CS/500	$50.47	
329420	SYRINGE 1.0ML 28GA 1/2IN BLS 500 SUS CA	EA	CS/500	$50.47	
329424	SYRINGE 1.0ML 28GA 1/2IN BLS 500 BDD CA	EA	CS/500	$53.56	
	Conventional Needles				
301629	NEEDLE 27GA 1-1/2IN	EA	CS/1000	$113.30	ADDED TO CONTRACT
305165	NEEDLE 21X1 RB	EA	CS/1000	$41.20	
305155	NEEDLE 22X1 RB	EA	CS/1000	$41.20	
305175	NEEDLE 20GA 1IN	EA	CS/1000	$41.20	
305195	NEEDLE 18X1 RB	EA	CS/1000	$41.20	
305122	NEEDLE 25X5/8 RB	EA	CS/1000	$41.20	
305145	NEEDLE 23X1 RB	EA	CS/1000	$41.20	
305186	NEEDLE 19GA 1IN TW	EA	CS/1000	$41.20	
305128	NEEDLE 30X1 RB	EA	CS/1000	$88.58	
305180	NEEDLE 18X1-1/2 BLUNT FILL	EA	CS/1000	$116.39	
	CONVENTIONAL SYRINGES				
300912	SYRINGE 10ML LL EUROGRAPHICS	EA	CS/400	$77.25	ADDED TO CONTRACT
309620	SYRINGE CATHETER TIP 2OZ	EA	CS/160	$80.34	
309585	SYRINGE 3ML LL	EA	CS/800	$42.23	DISCONTINUED - REPLACED WITH 309657
309626	SYRINGE 1ML S/T W/NDL 25X5/8 RB	EA	CS/800	$77.25	
309623	SYRINGE 1ML S/T W/NDL 27X1/2 IB	EA	CS/800	$77.25	
309642	SYRINGE 10ML LL W/NDL 21X1 RB	EA	CS/400	$65.92	
309646	SYRINGE 5ML LL	EA	CS/500	$96.56	REPLACED 309603
309657	SYRINGE 3ML LL	EA	CS/800	$42.23	REPLACED 309585
309603	SYRINGE 5ML LL	EA	CS/400	$77.25	DISCONTINUED - REPLACED WITH 309646
309604	SYRINGE 10ML LL	EA	CS/400	$40.17	
309646	SYRINGE 5ML LL	EA	CS/500	$52.79	
309575	SYRINGE 3ML LL W/NDL 21X1 RB	EA	CS/800	$53.56	
309650	SYRINGE ONLY LL 30ML	EA	CS/160	$69.01	
309653	SYRINGE ONLY LL 60ML	EA	CS/160	$80.34	
309661	SYRINGE ONLY LL 20ML	EA	CS/160	$44.29	
	PHARMACY DEVICES				
305209	SYRINGE ORAL 10ML AMBER	EA	CS/500	$94.76	
305201	NEEDLE FILTER NOKOR 18X1-1/2 TW	EA	CS/1000	$302.82	
305218	SYRINGE ORAL 5ML CLEAR	EA	CS/500	$57.68	
305219	SYRINGE ORAL 10ML CLEAR	EA	CS/500	$75.19	
305217	SYRINGE ORAL 1ML CLEAR	EA	CS/500	$60.77	
306518	SYRINGE, SALINE, 10ML	EA	CS/120	$113.30	CASE QTY UPDATED