

NOTICE OF CONTRACT RENEWAL

PRINTING: DGIF WILDLIFE CALENDAR

Contract Number E194-580

Effective Begin Date: 6/1/2012

Expiration Date: 5/31/2013

Minimum Order Amount: N/A

Maximum Order Amount: N/A

Contract Officer: Kirby Battle

Phone: (804) 786-5414

Fax: (804) 786-0223

Email: kirby.Battle@dgs.virginia.gov

Authorized Departments: A403 – Department Of Game and Inland Fisheries

Contractor Progress Printing Company
13300 Drakewood Road
Midlothian, VA 23113

Contact Name: Marshall Forbes

Contact Phone: (804)379-2373

Contact Fax: (888)889-1455

Contact Email: mforbes@proprint.com

Contractor eVA ID Number C12078

DMBE Certified Small Business Number 661693

Lines

Line: 1

Line Type: Item

NIGP Code: 96600

Description: **Base Price to print and bind the Virginia Department Of Game And Inland Fisheries "VIRGINIA WILDLIFE CALENDAR" (includes 35,600 copies of the calendar with the department logo) per attached specification.**

Quantity: 45

Unit: thousand

Unit Price: **\$712.00**

Estimated Delivery Days: 21

Delivery Type: Per Specifications

Ship To (Information Applies To All Line Items)

Bill To (Information Applies To All Line Items)

Attention:

Attention:

Shipping Location: Department of Game and Inland Fisheries-Special Ship To

Billing Location: Department of Game and Inland Fisheries

Shipping Street Address 1: PER SPECIFICATION

Billing Street Address 1: 4010 West Broad Street

Shipping Instructions: See specification for delivery locations and instructions.

Billing Street Address 2: Attn. General Accounting

Free On Board Name: FOB Destination-Freight Prepaid

Billing City: Richmond

Shipping Method: Vendor

Billing State: VA

Billing Zip: 23230

Detailed Instructions: See specification

Line: 2

Line Type: Item

NIGP Code: 96600

Description: **Printing and binding Additional 1,000's OVERRUNS of the Virginia Department Of Game And Inland Fisheries "VIRGINIA WILDLIFE CALENDAR" per attached specification.**

Unit Price: **\$642.00**

Unit: thousand

Estimated Delivery Days: 21

Delivery Type: Per Specifications

Line: 3

Line Type: Item

NIGP Code: 96600

Description: **Imprinting Department Logo**

Quantity: 35.6

Unit: thousand

Unit Price: \$2.00

Estimated Delivery Days: 21

Delivery Type: Per Specifications

Line: 4

Line Type: Item

NIGP Code: 96600

Description: **Imprinting, Custom Black, Estimated 15 separate orders, various Quantity/Order per specification.**

Quantity: 6

Unit: thousand

Unit Price: \$150.00

Estimated Delivery Days: 21

Delivery Type: Per Specifications

Line: 5

Line Type: Item

NIGP Code: 96600

Description: **Imprinting, Custom Two colors, Estimated 2 Orders, per attached specification.**

Quantity: 4

Unit: hundred

Unit Price: \$75.00

Estimated Delivery Days: 21

Delivery Type: Per Specifications

Line: 6

Line Type: Item

NIGP Code: 96600

Description: **Alterations per Hour**

Unit Price: \$60.00

Unit: hour

SPECIFICATION

Revised 5/2/2011

WILDLIFE CALENDARS (Department Of Game and Inland Fisheries)

Quantity: **45,000 copies as follows**

- 35,600 calendars with department logo
- 3,000 calendars, no imprint
- 6,000 calendars imprinting custom Black
- 400 calendars imprinting custom Two PMS

* The agency will accept up to 2% overrun

Copy: A CD with Mac files will be available **by late June 2012**. QuarkXPress **8.5**, Adobe Photoshop CS, and Adobe Illustrator CS will be used. Printer fonts will be available for downloading. Contractor shall output at 2400 dpi. All screens shall output at 150 lpi.

Contractor shall be responsible for all pickups and deliveries.

Four-color: **12** pieces of original 6"x 8" flexible artwork will be provided

- 12 – 2" X 3"

17 transparencies ranging from 35mm to 4" X 5" will be furnished. Contractor shall provide separations as follows:

- 1 --10-1/4" X 14" bleed and trap fold. Subject will have type either overprinted in black or reversed in a 3-1/2" X 12" area.
- 2 -- 1-1/4" X 2-3/4"
- 2 -- 1-7/8" X 1-5/8"
- 12-- 14" X 10-1/4" bleed and trap fold.

All subjects except the full bleed subjects shall trap hairline ruled boxes. Allow for bleeds throughout the text. 150-line reproduction is required.

Each day block on calendar sheets shall have an Adobe Photoshop graphic (fish) which measures 1/2" X 3/4". This graphic shall print as cross screens of the process colors to match **PMS 355**, **PMS 1675**, or **PMS 2995**. There is also an Adobe Illustrator graphic (sunrise/sunset) which prints black.

The contractor shall be responsible for reimbursing the department for damaged materials at the owner's estimated value, not to exceed \$1,500. At the department's sole discretion, the contractor may be authorized to repair any damaged image to its original condition in lieu of an assessment for damaged materials. Visual images shall remain the property of the Commonwealth of Virginia.

All shipments shall be insured to a level that will adequately compensate the Commonwealth of Virginia in the event of loss or damage of such visual images as photographs, illustrations, transparencies, and art while in the contractor's possession.

Cover: Flat size shall be 14" X 22-1/2". Cover shall fold off center: covers 1-2 shall measure 10-1/4" X 14"; covers 3-4 shall measure 12-1/4" X 14" which includes a 2" lip. After printing, the 2" lip shall be scored and folded up 3" towards the back cover.

Four-color process and spot aqueous coating shall print on covers one, two and three. Cover four does not print. Allow for heavy coverage and bleeds on covers one and two. This includes the printing of the Game Department logo on the 2" lip on cover three on an estimated 35,600 calendars.

An estimated 6,400 calendars will have custom logos imprinted on the 2" lip at the bottom of cover 3 (see below)

Imprinting: Imprinting prices shall be listed separately.

35,600 calendars with Game Department logo on the 2" lip on cover three.

An estimated 3,000 calendars will have no printing on the 2" lip at the bottom of cover 3.

For 15 customers an estimated 6,000 calendars will be imprinted with different custom logos in black ink on the 2" lip at the bottom of cover three.

For 2 customers, an estimated 400 calendars will be imprinted with a two-color custom logo on the 2" lip at the bottom of cover three. One customer uses PMS 172 and 356. The other customer uses PMS 314 and black.

Imprints will be furnished using Adobe Photoshop and QuarkXPress. A proof of each imprint shall be delivered to Carol Kushlak, Department of Game and Inland Fisheries, 4010 West Broad Street, Richmond, Virginia 23230-1104. Photocopy starting with "Chesapeake Supply" shows the typical complexity of a one-color imprint; photocopy starting with "E.T. Gresham" shows the typical complexity of a two-color imprint.

Contractor shall provide Carol Kushlak with **ONE** printed sample of each completed, imprinted cover for each imprint job done.

Text: 24 pages 10-1/4" X 14". All pages print four-color process. Page 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22 and 24 shall have large *full-bleed* four-color subjects. Spot aqueous coat each four-color subject.

Proof: Contractor shall provide random high resolution, high-quality digital color proof of each four-color subject and a high resolution color digital proof shall be folded to size. Proofs will be received and reviewed only during normal working hours. Disk(s) shall

be returned to the agency with the proofs.

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 Ms. Emily Pels, Department of Game and Inland Fisheries.

The Commonwealth reserves the right to approve this job on press.

- Stock: Lustro 80# gloss cover and Lustro 100# dull text. **No substitutions.** Cover grain shall be parallel to the fold; text grain shall be perpendicular to the fold.
- Binding: Saddle stitch on the 14" side. Drill one 1/8" hole through all pages at bottom, three picas up from the bottom and centered horizontally.
- Packaging: All calendars shall be boxed in durable cartons of **50** each. Boxes must be labeled as to contents and quantity/box. **Custom imprinted calendars shall be boxed separately by imprint and must clearly show the name and address of the customer as it appears on the imprints.**
- Delivery: Dockside delivery of **30,000** department logo calendars will be made by **August 6, 2012** at the Department Warehouse, 2115-B Hamilton Street, Richmond, VA 23230. Call prior to delivery: **Kris Shelton (804) 367-2569**
- Dockside delivery of all remaining calendars shall be made by **August 17, 2012** to the Virginia Industries for the Blind, 1535 High Street, Richmond, VA. Contact Mr. Paul Thomas, (804) 371-6126 to schedule delivery.
- Delivery hours are 8am – 4pm, Monday – Friday. Boxes shall be shrink wrapped or strapped to industry-standard four-way pallets.
- Invoice: Invoices shall be addressed to the Department of Game and Inland Fisheries, 4010 West Broad Street, Richmond, VA 23230. ATTN: **Sally Mills.**
- The Contractor shall prepay actual shipping charges and add to invoice. The Commonwealth will reimburse actual monies spent provided invoice is accompanied by acceptable proof of actual shipping costs incurred.
- All materials furnished and a CD with all files (must include high-resolution color scans) shall be returned to the agency before the invoice will be processed. These shall be delivered to Ms. Carol Kushlak, Virginia Department of Game and Inland Fisheries, 4010 West Broad Street, Richmond, Virginia 23230-1104.
- Sample: Sample is available for inspection at 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.

Press Check: State length of press run in hours on the solicitation response as requested in the evaluation criteria section. *For purposes of bid evaluation and administration, length of press run shall include time for makeready, running and washup.*

To insure that costs which are incurred in making necessary press checks are taken into consideration in evaluation of bid prices, the following costs will be added to the total of all bids from firms whose printing facilities are located **over 30 miles** from the Department of Game and Inland Fisheries in Richmond, Virginia. For facilities located **31 to 200 miles** from Richmond, Virginia, at least one day's lodging, meals, and salary, plus travel will be used. For facilities located **more than 200 miles** from Richmond, Virginia, at least two day's lodging, meals, and salary, plus travel will be used.

- Travel Cost:
1. The commonwealth will determine the method of travel based upon location and convenience on an individual basis at the time of evaluation.
 - A. Air Fare - Coach rates in effect on state contract the date of bid opening.
 - B. Car Rental - Rates in effect on state contract the date of bid opening
 - C. Personal Vehicle - \$ 2.46 per mile.
 2. Employee Salary - An hourly rate of \$20 per hour will be allowed for proofing. Bidders shall state length of press run in hours. If press time exceeds hours quoted, \$20 per additional hour will be deducted from invoice for proofing time required.
 3. Lodging - \$70 per day will be allowed for lodging. 12 hours press time equals one day.
 4. Meals - \$65 per day will be allowed for meals. 12 hours press time equals one day.
-
-

*Agency may accept up to 2% of the quantity ordered (overruns) without prior DPS approval.

TERMS AND CONDITIONS

Section GEN

SET ASIDES

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

Section 01

SCOPE

SCOPE: This solicitation is a SET-ASIDE FOR SMALL BUSINESS PARTICIPATION “ONLY”. The purpose of this invitation is to solicit SEALED BIDS from qualified “Responsive” and “Responsible” DMBE certified “Small” vendors that will result in a one (1) year term contract (with 4 optional renewal periods) to print the WILDLIFE CALENDAR for the Virginia Department of Game & Inland Fisheries located at 4010 W. Broad St. in Richmond, VA. as described per specification, Terms and Conditions of this solicitation,. The award will be made on a “Grand Total” basis. ONLY PAPER RESPONSES WILL BE ACCEPTED - NO ELECTRONIC RESPONSES OR FAXES (NO EXCEPTIONS); See PAPER SUBMISSION below for submitting “Paper Response”.

Section 02

BID ACCEPTANCE PERIOD

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

Section 03

AWARD

AWARD: An award will be made to the lowest responsive and responsible bidder on a “Grand Total” basis. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

Section 04

QUANTITIES

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

Section 05

ORDERS

ORDERS: The Department of Game and Inland Fisheries will issue purchase orders through eVA.

Section 06

DELIVERY POINT

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.

Section 07

PRINT QUALITY REQUIRED

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

Section 08

OWNERSHIP OF PRINTING MATERIAL

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

Section 09

PRINTING PICK UPS/DELIVERIES

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

Section 10

OVERRUN/UNDERRUNS

PRINTING-OVERRUNS/UNDERRUNS: Bids for printing will be rejected if the quoted overrun cost equals or exceeds the base lot price quoted for the equivalent incremental unit quantity. On bids for multiple part forms, envelopes, and signage, the additional overrun quoted shall not exceed the base lot price quoted for the equivalent incremental quantity. The agency may at its discretion accept an underrun, provided credit is allowed the agency at the full base price per unit for the quantity of the underrun.

Section 11

RENEWALS

RENEWALS: At the sole discretion of the Commonwealth of Virginia Department of Purchases and Supplies, and within a reasonable time (approximately 90 days) prior to the expiration date, this contract may be renewed for **One** (1) successive **OPTIONAL** one year periods upon the agreement of both parties.

Section 12A

PRICE ESCALATION/DE-ESCALATION

PRICE ESCALATION/DE-ESCALATION Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: PPI. Price adjustments may also be allowed if the Commonwealth institutes an eVA transaction fee to be paid by Vendors effective July 1, 2003. No price increases will be authorized for 180 calendar days after the effective date of the contract, except for the eVA transaction fee. Price escalation may be permitted only at the end of this period and each 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.

Section 12B

PRICE ESCALATION/DE-ESCALATION

PRICE ESCALATION/DE-ESCALATION (continued) Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

Section 12C

PRICE ESCALATION/DE-ESCALATION

PRICE ESCALATION/DE-ESCALATION (continued) The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

Section 13

PURCHASE DOLLAR REPORT

PURCHASE DOLLAR REPORT: The contractor shall furnish the Division of Purchases and Supply a statement covering the total dollar volume of purchases made under this contract at approximately 90 days prior to the contract expiration.

Section 14

PURCHASE VOLUME REPORT

PURCHASE VOLUME REPORT: The contractor shall furnish the Division of Purchases and Supply a report of the total number of each contract item delivered under this contract at approximately 90 days prior to the contract expiration.

Section 15

AUDIT

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

Section 16

CANCELLATION OF CONTRACT

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

Section 17

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.

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.

SMALL PURCHASE CHARGE CARD

DOA at, Main: (804) 225-3038, Fax: (804) 371-8587

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 Small Purchase Charge Card is indicated below.

Effective March 1, 2009 the SPCC card changes over from GE to Bank of America - Visa.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level 1 vendors provide basic credit card purchase information, including but not limited to the 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 eVA ID Number

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

BID PRICE CURRENCY:

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

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.