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

Notice Of Contract Notice Of Contract Renewal

CONTRACT # E194-596

Contract Title: NEW BORN SCREENING BLOOD COLLECTION DEVICES

1	DATE:	September 16, 2013
2	CONTRACT PERIOD:	September 16, 2013 – September 15, 2014
3	SUPERCEDES:	Contract Extension: E194-596 (August 16, 2013 – September 15, 2013)
4	AUTHORIZED USERS:	A-194, Division of Consolidated Laboratory Services
5	CONTRACTOR'S eVA VENDOR ID#:	E5348
6	**CONTRACTOR / VENDOR**	PerkinElmer Health Sciences, Inc.
7	**CONTRACTOR CONTACT**	Paul Vetter
8	TERMS	Net 30
9	DELIVERY	As Required
10	F.O.B.	Destination
11	CONTRACT PRICES	See Commodity Information & Pricing: Section 3
12	DPS CONTRACT OFFICER	Name: Kirby L. Battle, Jr. Phone: (804) 786-5414 Email: kirby.battle@dgs.virginia.gov

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

AUTHORIZED USERS: This contract is the result of a competitive bid program and its use is Mandatory for the Commonwealth of Virginia Division of Consolidated Laboratory Services.

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

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1	CONTRACTOR/ VENDOR INFORMATION	2
2	GENERAL INSTRUCTIONS	4
3	COMMODITY INFORMATION & PRICING	5
4	ADDITIONAL INFORMATION	6
5	SCOPE OF WORK / GENERAL & TECHNICAL SPECIFICATIONS	8
6	GENERAL TERMS AND CONDITIONS	12

1. CONTRACTOR / VENDOR INFORMATION

Contractor Name	eVA Vendor ID#	Location Address(es)	Contact Information (Name, Phone, Fax and Email)
PerkinElmer Health Sciences, Inc.	E5348	710 Bridgeport Avenue Shelton, CT 06484	Paul Vetter, M.P.H., Area Manager Diagnostics (301) 706-2723, Voice (928) 563-8895, Fax Email: Paul.Vetter@perkinelmer.com

2. GENERAL INSTRUCTIONS

1. Ordering Method: Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this contract must order items by issuing purchase orders through eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions, they should place all purchase orders through eVA or eVA Lite.

2. Purchase Order Information: When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number, as shown on page 1, **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.

3. Ordering Entity Acceptance: Inspection and acceptance upon delivery and approval of vendor's invoice is the responsibility of the receiving entity.

4. Complaints: Any complaint that is due to a violation or breach of the Contract provisions, shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the contract vendor, with a copy sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning entities. Contract vendors shall also use this form to initiate complaints concerning entities. This form may be downloaded from the internet at www.eva.virginia.gov (Click on the Buyer tab, then on "Procurement Complaint Form").

5. Changes: Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.

6. Minimum Order Amount is $440.00 (1,000 kits)

3. COMMODITY INFORMATION & PRICING

Create a catalog order using the eVA keyword feature

Always review contract for terms/conditions and special instructions

1. Log in to your eVA account.
2. Click on "e-mall."
3. <Create><Requisition>
4. Fill in header information.
5. Click "next."
6. In the top white box type in the eVA keyword from the contract line description. This is a yellow highlighted number. It is different for each line item. Click on "search."
7. Search for the appropriate line item. You will see the lot and item in the description on the right side of the screen.
8. Choose quantity.
9. Click "add to cart."

SHIP TO: (SAME FOR ALL LINES)

DGS - DIVISION OF CONSOLIDATED LABORATORY SERVICES
600 N. 5th Street
Richmond, Virginia 23219
Shipping Country: US

Shipping Instructions: PER SPECIFICATION
Attention: DCLS-NBS, ROOM 150
Tom Hickey, 804-648-4480, Ext. 170
email: thomas.hickey@dgs.virginia.gov)

BILLING: Contractor shall send bills after each shipment to:
Department of General Services,
Fiscal Services Unit,
P.O. Box 404
Richmond, VA 23218-0404.

Minimum Order Amount: $440.00 (1,000 kits)

Line: 1
NIGP Code: 39530
Description: **Printed 7-Part Form for New Born Screening Blood Collection Devices.**
Keyword: 1945961
Quantity: 280 **Unit**: thousand
Unit Price: $440.00
Estimated Delivery Days: 40 (ARO) Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 2
Line Type: Item
NIGP Code: 39530
Description: **Additional 1000's RAST: Printed 7-Part Form for New Born Screening Blood Collection Devices.**
Keyword: 1945962
Quantity: 1 **Unit**: lot
Unit Price: $440.00
Estimated Delivery Days: 40 Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 3
Line Type: Item
NIGP Code: 39530
Description: **Repeat Printing of 7-Part Form for New Born Screening Blood Collection Devices.**
Keyword: 1945963
Quantity: 30 **Unit**: thousand
Unit Price: $440.00
Estimated Delivery Days: 40 Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 4
Line Type: Item
NIGP Code: 39530
Description: **Additional 1000's RAST: Repeat Printing of 7-Part Form for New Born Screening Blood Collection Devices.**
Keyword: 1945964
Quantity: 1 **Unit**: lot
Unit Price: $440.00
Estimated Delivery Days: 40 Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 5
Line Type: Item
NIGP Code: 39530
Description: **Alterations per Hour: Printed "Forms"for New Born Blood Collection Devices.**
Keyword: 1945965
Quantity: 1 **Unit**: hour
Unit Price: $0.00 (**No Charge**)
Estimated Delivery Days: Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

4. ADDITIONAL INFORMATION

NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory (unless otherwise indicated) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an 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.

1. Orders. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia may order items listed by issuing agency purchase orders (Form DPS-41-056) or by issuing their own purchase order form.

   Written Purchase Orders Required by the Contractor. **When required by the contractor**, state agencies and public bodies will supply written purchase order forms for orders under $5,000.

   Verbal/Facsimile Orders. When a written purchase order is not required by the contractor, state agencies have the authority to place verbal and/or facsimile orders for requirements valued at less than $5,000.

   Purchase orders will be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.

2. If this contract is authorized for use by localities (see line item 6, page 1), Virginia cities, counties, towns and political subdivisions may use their own form to order items listed in this contract.

3. The applicable contract number, eVA Vendor identification number (VIN), 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.

4. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.

5. 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 (786-8873).

6. Renewals. **This is the final renewal option for this contract.**

7. Minimum Order. Minimum order quantity is 1,000 kits.

8. **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.

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5. SCOPE OF WORK / GENERAL & TECHNICAL SPECIFICATIONS

SCOPE

The purpose of this Invitation To Bid IFB) is to solicit SEALED bids, from qualified responsible and responsive bidders, that will result in an award for a two (2) year term contract with four one (1) year renewal options to supply the equipment, materials, supplies and /or services described herein to the Virginia Division of Consolidated Laboratory Services located in Richmond, VA according to terms, conditions and specifications provided in this Invitation For Bid (IFB). The award will be made on a "Grand Total" basis.

SPECIFICATION

Revised August 12, 2013

Blood Collection Forms

This procurement is for a complex printing service of a medically regulated seven-part Medical Blood Specimen Collection Device. The size of the plies varies according to its intended use. Each measurement includes a 1/2" snap-a-part stub on the left side of the form. <u>All inks, glues, and total processing shall be in accordance with the latest Clinical And Laboratory Standards Institute (CLSI) specification for Blood Collection on Filter Paper for Neonatal Screening Programs **LA4-A5 Vol.27 No.20** (replaces LA4-A4 Vol. 23 No. 21).</u>

Contractor shall be responsible for all typesetting, paste-up, and layout. See the enclosed photocopies for style. Final copy will be available from the agency upon award. Contractor shall provide a one-piece

proof that shall include all plies, including the blood collection filter paper, prior to each production run. *Copy changes, if required, will only be made at each 12-month interval.*

The contractor shall notify the Division of Consolidated Laboratory Services (DCLS) 120 days prior to start of the production run for the second year of the contract. This will allow DCLS to make modifications, if necessary, before production begins.
DCLS will likewise notify the contractor of any needed modifications as they occur so planning for modifications can be made before production begins.

At the conclusion of this contract, the contractor shall return to the using agency all artwork and negatives, or an electronic file, used for the final printing.

Part I:

1. NCR paper with black ink, 7-3/4" wide and 4" long. Specific color will be chosen by the agency from the contractor's available inventory for each printing. Part I and Part IV will always be the same color paper. The ply shall be perforated at the left side where it attaches to the stub.

2. The laboratory ID number shall be printed in red ink on all parts of the form as a human readable number. It shall be printed in the location as specified on Part II.

3. The infant's last name and first name must register exactly with the same fields on Parts II through V.

4. The words "Parent Copy" must be printed in red ink, centered on the lower portion of the form.

5. The words "Use By date #/##" must be printed in red ink in the lower right corner of the form **(*actual date to be determined three years beyond production date).** Expiration date shall be printed on the stub as well.

Part II:

1. White NCR paper with black ink, 7-3/4" wide and 4" long. The sheet is perforated at the left side where it attaches to the stub.

2. The laboratory ID number shall be printed in red ink on all parts of the form as a human readable number. The same number shall be printed as bar code 3 of 9 on the left side of the form above the baby's name. The human readable number shall be printed immediately to the right of the bar-code number. Other data fields on the form shall be printed in the design sequence shown on the photocopy.

3. The words "DGS-DCLS COPY" must be printed in red ink in the upper right corner of the form.

4. The words "Use By date *#I##*"* must be printed in red ink in the lower right corner of the form **(*actual date to be determined three years beyond production date).**

Part III:

1. Goldenrod NCR paper with black ink, 9 1/16" wide and 4" long. The ply shall be perforated at the left side where it attaches to the stub.

2. The laboratory ID number shall be printed in red ink on all parts of the form as a human readable number. It shall be printed in the location as specified on Part II and shall be printed in black ink.

3. The words "SUBMITTER COPY" must be printed in red ink in two locations.

4. The words "Use By date #/##*"must be printed in red ink in the lower right corner of the form **(*actual date to be determined three years beyond production date).**

Part IV:

1. NCR paper with black ink, 7-3/4" wide and 4" long. Specific color will be chosen by the agency from the contractor's available inventory for each printing. Part I and Part IV will always be the same color. The ply shall be perforated at the left side where it attaches to the stub.

2. The word "COPY" must be printed in red ink in the upper right corner of the form.

3. The laboratory ID number shall be printed in **black** ink on all parts of the form as a human readable number. It shall be printed in the location as specified on Part II and shall be printed in black ink.

4. The words "Use By date #/##*" must be printed in red ink in the lower right corner of the form **(*actual date to be determined three years beyond production date).**

Part V:

1. White NCR receivable card stock weight paper. Form size is 7-3/4" wide and 4" long before the attachment of the filter paper tab. The ply shall be perforated at the left side where it attaches to the stub.

2. *The filter paper used must he Whatman No. 903, or approved equivalent.* The filter paper tab must be identified with the type (i.e. 903) and the lot number of the filter paper. The tab must be glued onto the back of the card stock paper and the outer edge must extend at least 1" beyond the card stock. Five circles which are 1/2" in diameter must be printed on the front and back of the filter paper **(front and back print must overlay exactly).**

3. This ply must be printed with the same field as Part II. Bar-code number and human readable number shall be printed as in Part II.

4. The words "FILTER COPY" must be printed in red ink in the upper right corner of the form.

5. The words "Use By date #/##*" must be printed in red ink in the lower right corner of the form **(*actual date to be determined three years beyond production date).**

Part VI:

1. This part is on the back of Part V. This ply must be printed with the same field as Part II. Bar-code number and human readable number shall be printed vertically immediately below where the filter paper attaches to the ply. See Part II.2 above.

Part VII:

1. Form shall measure 10-1/2" wide and 4" long. The size stated shall include a perforated and scored fold-over flap to cover the filter paper. Forms shall be delivered with the flap folded back over the

front of the form. This ply shall be tear perforated at the stub and approximately *7-5/16"* from and parallel to the stub perforation. This ply shall be scored approximately 8-9/16" from and parallel to the stub perforation. Specific color shall be chosen from contractor's available inventory. Stock shall have a caliper of approximately 5.5mil.

Part VIII:

1. *This part is on the back of Part VII*. It consists of instructions for specimen collection. The print and drawing must be done in black ink. However, a biohazard red/black logo and the circles of blood in the picture must be printed in red ink.

2. The instructions for specimen collection must be positioned on the back of the form so that one can read the instructions while collecting the specimen. Type shall consist of a two-color biohazard logo and the text that is currently on the tear off extension of Ply IV. Specific wording shall be provided by DCLS. Placement shall be approved by the agency.

   These forms must be pre- numbered **consecutively** with an eight-digit number to be provided to the contractor at the time the order is placed. **A guarantee of no missing numbers is required.**

   "Repeat devices" shall be printed using blue ink in place of black ink, on all parts. The eight-digit numbering sequence for these repeat devices shall be provided to the contractor at the time the order is placed. No other copy changes will be required.

Packaging:

1. Forms shall be packaged in quantities of 10 with a sealed cellophane wrapping. The count shall be absolute with no missing numbers both within a package of 10 and within the entire production run. The form packets shall be placed in the storage boxes in sequentially numbered order. Packaging must be handled in such a manner that the devices are not compressed or damaged in any way. Each package shall be bar code and human-readable labeled with the beginning and ending numbers of the forms contained therein.

2. Each box shall be clearly labeled with the beginning number and the ending number of the sequence contained in the box.

Quality Control:

1. Representative filter paper samples must pass all quality control specifications, in accordance with CLSI Document **LA4-A5 Vol.27 No.20** (replaces LA4-A4 Vol. 23 No. 21). Quality control samples shall be randomly selected throughout the entire production run. Quality control checks shall be performed both *prior to* and *following* the attachment of the filter paper to the demographic portion of the collection device.

2. The contractor shall appropriately label the boxes from which the quality control samples were pulled.

3. A copy of all quality control examinations shall be provided to DCLS prior to the initial shipment of devices.

Quantity of Devices:

1. 140,000 Initial Devices per year for 2 years.
2. 15,000 Repeat Devices per year for 2 years.

Production and Shipping:

1. Dockside delivery is required. Boxes may be palletized. Contractor shall deliver in 4 equal shipments every 3 months for initial devices and 1 shipment of repeat devices per year for 2 years. The specific delivery schedule shall be mutually set between the contractor and the agency. DCLS reserves the right to notify the contractor by phone to modify the shipment schedule to meet laboratory usage. In this circumstance, the additional requested shipments must be delivered within four business days. All shipments shall have a minimum remaining shelf life of 24 months when received by DCLS.

2. Shipment of boxes shall be made in sequential numerical order.

3. The contractor shall arrange for storage of the remaining devices in a low-humidity, climate-controlled location that meets the requirements of the CLSI standard requirements of filter paper storage. The boxes shall be stored in such as manner that the forms are stacked on side so as to not compress the filter paper.

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6. GENERAL TERMS AND CONDITIONS

7.

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 entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

MANDATORY USE OF STATE FORM

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT (1 of 4)

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

PAYMENT (2 of 4)

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

the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

PAYMENT (3 of 4)

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

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

TRANSPORTATION AND PACKAGING

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

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.

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.

OWNERSHIP OF MATERIALS:

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

PRINTING PICK UPS/DELIVERIES

Contractor shall be responsible for all pick ups and deliveries of all materials.

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.

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, 2010 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.