



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

Notice of Contract Renewal

CONTRACT # E194-61743

Contract Title: VDH EMS MEDICAL RECORD FORMS

- | | | |
|---------------------------------------|--------|--------------------------------------------------------------------------------------|
| 1. DATE: | | 4/19/2013 |
| 2. CONTRACT PERIOD: | | 5/1/2013 – 4/30/2014 |
| 3. SUPERCEDES: | | E194-1258 |
| 4. AUTHORIZED USERS: | | See page 5 |
| 5. CONTRACTOR'S eVA Vendor ID#: | | VS0000035033 |
| 6. CONTRACTOR: | | Vans Printing Service |
| 7. CONTRACTOR CONTACT Name: | | Bill Ranson |
| | Phone: | (804) 612-6151 |
| | Fax: | (804) 353-9061 |
| | Email: | branson@printingservicesinc.com |
| 8. PAYMENT TERMS: | | Net 30 |
| 9. DELIVERY DATE – ARO: | | 3-5 Days |
| 10. DELIVERY TERMS – F.O.B.: | | F.O.B. Destination, Freight Included |
| 11. MINIMUM ORDER: | | 1 Carton |
| 12. <u>DPS</u> 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 all STATE AGENCIES** (unless otherwise indicated in item 4 above) and Optional for public bodies and entities authorized to use the contract by the *Code of Virginia* § 2.2-1120.D, to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, in the purchase of any commodity listed herein.

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1. CONTRACTOR / VENDOR INFORMATION

Contractor Name	eVA Vendor ID#	Location Address(es)	Contact Information (Name, Phone, Fax and Email)
Vans Printing Service	VS0000035033	P.O. Box 11103 4109 Jacque Street Richmond, Virginia 23230	Bill Ranson (804) 612-6151 (804) 359-4906 branson@printingservicesinc.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. This form may be downloaded from the internet at the following link <http://eva.virginia.gov/learn-about-eva/files/VendorComplaintForm.doc>
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.

3. ADDITIONAL INFORMATION

1. RENEWAL PERIODS

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	5/1/2013	4/30/2014	90
2	1	Years	5/1/2014	4/30/2015	90
3	1	Years	5/1/2015	4/30/2016	90

2. MINIMUM ORDER QUANTITY SHALL BE ONE (1) CARTON – USE ATTACHED ORDER FORM TO PLACE ORDERS!

3. **PACKING INSTRUCTIONS:** Packing Instructions: Forms shall be delivered flat and shrink wrapped in 100's. Each corrugated carton shall contain four packages of 100 forms. Cartons shall be end labeled with form name, quantity of forms per carton, and the number sequence of forms contained within the carton on at least two contiguous sides (not top or bottom). Cartons shall meet all ICC shipping requirements and be suitable and acceptable for shipment by UPS and which will insure safe delivery at its final destination. All cartons shall be suitably sized for packaging the quantity of forms specified and to insure no damage in transit no filler material. Each carton shall have a return address. Contractor's choice of either an attached, printed pressure sensitive label or imprinting directly on the box. Return address on each carton shall be the contractor's address.

4. **DELIVERY:** Deliveries will be statewide to local EMS units/rescue squads, hospitals, and Other entities. Cartons shall be suitable and acceptable for shipment by UPS for street level delivery at its final destination. Final destination may be a residence or place of business as some small, volunteer EMS units/rescue squad buildings may not be staffed. FOB Destination-Freight Prepaid. All shipping costs for standard ground freight delivery shall be included in the quoted price per carton **excluding "Special Handling"**. Special Handling charges shall be paid for by the ordering entity.

5. **AUTHORIZED USERS:** All Commonwealth of Virginia Agencies, Authority, Boards, Commissions, Institutions of Higher Education, Public Bodies and other Entities authorized to use these contracts by Section 2.2-4304 of the Code of Virginia including but limited to Community Service Boards, Rescue Squads, non-profit medical and dental clinics, private health and educational institutions located in Virginia for serving the Virginia population, other public agencies or institutions or localities of the several states, of the United States or its territories, and the District of Columbia.

4. SCOPE OF WORK /SPECIFICATIONS

SCOPE

The purpose of this invitation is to solicit SEALED bids whereby a contract may be established for furnishing printing of the Emergency Medical Services (EMS) Medical Record forms, and necessary services described herein, for the Department of Health in Richmond, VA. Deliveries will be made statewide to local EMS units/rescue squads, hospitals, and other entities. if and when ordered, during the contract period of AWARD. This will be a Two (2) year Term Contract with Three (3) optional one-year renewal periods.

SPECIFICATIONS

Quantity: **Estimated annual usage - 300,000** three-part carbonless snap-a-part forms (750 cartons). A maximum of a 1% overrun will be accepted based upon the total run.

It is the responsibility of the contractor to maintain adequate inventory to meet the department's continuing ordering needs and delivery requirement.

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.

Size: Tear down size shall be 8-1/2" X 22", with Contractor's standard tear stub perforation and fold score line 11" down from the stub perforation and parallel to it on all plies.

Margins – front of ply 1, 2, and 3 (white, pink, and goldenrod) shall have the following margins; Top = 1/2" margin and the Left, Right, Bottom all have 1/8" margin.

Copy: The Department of Health will provide PDF files for the contractor to use as camera ready copy.

It is the responsibility of the bidder, upon notification of award to contact the agency to arrange pickup of all material.

Proofs: One trimmed blue-line or one-piece position proof of the entire form is required. This proof shall indicate trims, score lines, and perforations. Proof shall be delivered within five calendar days of receipt of materials. Corrected proof will be available for pickup within three calendar days of its receipt. Proof will be received and reviewed only during normal working hours.

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

be required.

Proof shall be delivered to Mr. Dennis J. Molnar, Business Manager, Office of Emergency Medical Services, 1041 Technology Park Drive, Glen Allen, VA 23059-4500.

Stock: Premium quality carbonless, black image.
Ply 1 – 15# CB White
Ply 2 – 14# CFB Pink
Ply 3 – 15# CF Goldenrod

Ink: Front of all plies shall print black ink, same copy all plies. Screens are incorporated into the PDF artwork. Back of plies one and three shall print in black ink as follows: Ply 1 (bottom-normal orientation-head to head). Ply 3 (top and bottom-tumble), different copy on back plies. Screens are incorporated into the PDF artwork.

Packaging: Forms shall be delivered flat and shrink wrapped in 100's. **Each corrugated carton shall contain four packages of 100 forms.** Cartons shall be end labeled with form name, quantity of forms per carton, and the number sequence of forms contained within the carton on at least two contiguous sides (not top or bottom). Cartons shall meet all ICC shipping requirements and be suitable and acceptable for shipment by UPS; and which will insure safe delivery at its final destination.

All cartons shall be suitably sized for packaging the quantity of forms specified and to insure no damage in transit (**no filler material**).

Each carton shall have a return address. Contractor's choice of either an attached, printed pressure sensitive label or imprinting directly on the box. Return address on each carton shall be the contractor's address.

Orders: The local entities will order directly from the contract on an as needed basis, and will **specify quantities needed**, delivery addresses, names of contact persons, & phone numbers. **Minimum order quantity shall be one (1) carton.**

Delivery: Deliveries will be statewide to local EMS units/rescue squads, hospitals, and other entities. Cartons shall be suitable and acceptable for shipment by UPS for street level delivery at its final destination. Final destination may be a residence or place of business as some small, volunteer EMS units/rescue squad buildings may not be staffed.

FOB Destination-Freight Prepaid. All shipping costs for standard ground freight delivery shall be included in the quoted price per carton **excluding "Special Handling"**. Special Handling charges shall be paid for by the ordering entity.

Billing: Billing Instructions: Contractor must send invoices directly to the individual entities that place orders against the contract; the entities will provide their

billing information to the Contractor at the time of order placement. The Contractor and the Department of Health shall develop a mutually acceptable order form to be used by the individual entities when placing orders. This form shall be made available to entities on the Contractor's and/or Department of Health's web site, as agreed upon. The contractor assumes responsibility for payment of orders placed in any other manner.

The ordering entity shall be responsible for all fees and costs associated with returned shipments and incorrect deliveries due to errors caused by the ordering entity. The contractor shall be responsible for all fees and costs associated with returns or incorrect deliveries due to the contractor error.

Reporting: The contractor shall provide each month a *cumulative* report listing the ship-to locations, dates of shipments, quantities shipped to each location, and the number of forms in inventory. The specific format of the report shall be agreed upon mutually between Mr. Molnar and the contractor.

The contractor shall notify the Department of Health:

- **Of the initial quantity of forms placed in inventory.**
- **Prior to subsequent printings to restock inventory to confirm whether changes to the form will be required.**

Changes: Any change(s) to the specifications, whether at the suggestion of the Department of Health or the contractor must be approved by the Division of Purchases and Supply prior to execution of the change(s).

Return of Material: At the completion of this contract the contractor shall return to the Office of EMS, Department of Health, all artwork and any negatives used in completion of this contract.

At the completion of this contract, the Commonwealth will take possession of any forms being held by the contractor for the Commonwealth's use and will direct the contractor to deliver these forms. **The Commonwealth will pay for any unused forms up to 100 cartons.**

Form Changes: Should form changes be necessary during the term of the contract, changes will be made when the forms are reprinted to replenish stock on hand. A provision is included in the pricing schedule to allow for form changes.

Imprints/Logos: No contractor/broker imprint or logo shall be printed on the forms or stubs of any forms produced in fulfillment of this contract.

Copyright: No contractor may copyright any work contracted for by the Commonwealth and produced for the Commonwealth without the prior written consent of the agency or DPS.

5. COMMODITY INFORMATION & PRICING

Line 1:

NIGP Commodity Code: 96685

Description: THREE-PART CARBONLESS SNAP-A-PART EMERGENCY MEDICAL SERVICES (EMS) MEDICAL RECORD FORMS... PACKAGED PER SPECIFICATION: 400 FORMS PER CARTON (4 packs/100 forms each)

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Vans Printing Service	Carton	Packs (See Specification)		\$ 50.40			2	

Line 2:

NIGP Commodity Code: 96685

Description: THREE-PART CARBONLESS SNAP-A-PART EMERGENCY MEDICAL SERVICES (EMS) MEDICAL RECORD FORMS... **ADDITIONAL COPIES RUN AT THE SAME TIME**

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Vans Printing Service	Carton	Packs (See Specification)		\$ 50.30			2	

Line 3:

NIGP Commodity Code: 96685

Description: UPCHARGE FOR FORM CHANGE (ALLOW FOR FRONT OF ALL PARTS AND ALL BACKS)

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Vans Printing Service	Lot	Packs (See Specification)		\$ 75.00			5	

“MEDICAL RECORD FORMS” ORDER FORM

Virginia Office of Emergency Medical Services
State Contract # E194-61743

Contract Vendor:



P.O. Box 11103
4109 Jacque Street
Richmond, VA 23230
Phone: 804-612-6151
Fax: 804-359-4906

Contact Person:

Bill Ranson
vans@vansprintingservices.com

DATE:			
AGENCY NAME:			
CONTACT NAME:			
EMAIL ADDRESS:			
PHONE NUMBER:			
FAX NUMBER:			
SHIP TO ADDRESS:	Business <input type="checkbox"/> Residential <input type="checkbox"/>		
BILL TO ADDRESS:	(If different from ship to address)		
DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Emergency Medical Services Medical Record Forms 400 Forms Per Carton Minimum Order 1 Carton	<hr style="width: 50%; margin: 0 auto;"/> TOTAL # OF CARTONS Minimum Order 1 Carton	\$50.40 Cost Per Carton	\$ _____ # OF CARTONS X \$50.40

- Vans Printing Services will bill you direct for these forms.
- Delivery charges are included in the unit cost. Your order will be shipped via Regular UPS Ground Service. Allow 3-5 work days for delivery.
- If expedited delivery service is required, contact vendor for additional shipping charges for Next Day Air or 2nd Day Air Service.

“MEDICAL RECORD FORMS” ORDER FORM

Virginia Office of Emergency Medical Services
State Contract # E194-61743

Contract Vendor:



P.O. Box 11103
4109 Jacque Street
Richmond, VA 23230
Phone: 804-612-6151
Fax: 804-359-4906

Contact Person:

Bill Ranson
vans@vansprintingservices.com

DATE:			
AGENCY NAME:			
CONTACT NAME:			
EMAIL ADDRESS:			
PHONE NUMBER:			
FAX NUMBER:			
SHIP TO ADDRESS:	Business <input type="checkbox"/> Residential <input type="checkbox"/>		
BILL TO ADDRESS:	(If different from ship to address)		
DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Emergency Medical Services Medical Record Forms 400 Forms Per Carton Minimum Order 1 Carton	<hr style="width: 50%; margin: 0 auto;"/> TOTAL # OF CARTONS Minimum Order 1 Carton	\$50.40 Cost Per Carton	\$ _____ # OF CARTONS X \$50.40

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- Delivery charges are included in the unit cost. Your order will be shipped via Regular UPS Ground Service. Allow 3-5 work days for delivery.
- If expedited delivery service is required, contact vendor for additional shipping charges for Next Day Air or 2nd Day Air Service.

6. SPECIAL TERMS AND CONDITIONS

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.

RENEWAL OF CONTRACT: 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 three (3) successive OPTIONAL one year periods upon the agreement of both parties.

7. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- B. **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.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
- E. **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.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders 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.
- G. **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.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** 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.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder 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.

J. **PAYMENT:**

1. **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. 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.
- 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.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **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.

L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder 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 physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **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.

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

O. **CHANGES TO THE CONTRACT:** 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:
 - a. By mutual agreement between the parties in writing; or
 - b. 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
 - c. 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.
- P. **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.
- Q. **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.

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders 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 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 clearly indicates in its bid that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders 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.
- T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder 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 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.

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.)

U. **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 web site (www.eva.virginia.gov) for a minimum of 10 days.

V. **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.

W. **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.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website 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.

a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration

Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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

- Y. **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.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- BB. **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.