

Department of General Services
Division of Purchases and Supply
1111 E. Broad Street, P. O. Box 1199
Richmond, Virginia 23219-1199

NOTICE OF CONTRACT RENEWAL

- 1. DATE: April 23, 2013
- 2. COMMODITY NUMBER & NAME: 20186 Nursing Bras and Pads
- 3. CONTRACT NUMBER: E194-670
- 4. CONTRACT PERIOD: July 1, 2013 through June 30, 2014
- 5. EFFECTIVE DATE: July 1, 2013
- 6. SUPERCEDES: ... Contract Number MA E194-670-10
- 7. AUTHORIZED USER: Commonwealth of Virginia, Virginia Department of Health, Women, Infants and Children (WIC) Program.
- 8. CONTRACTORS' INFORMATION: **Bravado Designs Ltd.**
Sarah Smithberger
Intimate Apparel Sales Specialist
41 Hollinger Road
Toronto, ON M4B3G4
Phone: 815-349-3718 or 800-435-8316 Ext 3718
Fax: 815-307-8967
Email: smithberger.sarah@bravadodesigns.com
eVA Vendor ID: VS0000046688
DUNS #: 253430482
- 9. DELIVERY: FOB Destination
- 10. FOR FURTHER CONTRACT INFORMATION CONTACT: ... Tina M. Rodriguez, CPPB, VCO
Telephone: (804) 786-1603
tina.rodriguez@dgs.virginia.gov

This contract is the result of a competitive bid program issued through the Commonwealth of Virginia; therefore, is deemed **MANDATORY**. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: /s/ ***Tina M. Rodriguez***

Tina M. Rodriguez, CPPB, VCO
Statewide Contract Officer

INSTRUCTIONS

1. **NOTE TO THE AUTHORIZED USER OF THIS CONTRACT (as described in Number 7. above):** In order to purchase from this contract, all purchase orders shall 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.

*****All purchase orders issued to the Contractor shall contain the designated Contract Number E194-670.**

2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, county, town or political subdivision.
3. 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. Form "Complaint to State Vendor" (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, is available from the Division of Purchases and Supply [website www.eva.virginia.gov](http://www.eva.virginia.gov) (Click on BUYER tab, click on PROCUREMENT COMPLAINT FORM).
4. **NOTE TO THE VIRGINIA DEPARTMENT OF HEALTH:** When completing the Purchase Order, make a notation in packing/packaging instructions to Bravado Designs - "Commodities are to be packed in separate boxes – one box packed with 60 bras (in various sizes) and one box packed with 60 6-packs of nursing pads."

NOTICE OF CONTRACT RENEWAL

E194 - 670

Document Id: 670 Title: Nursing Bras and Pads
Print Date: 7/1/2009
Procurement Folder: 41478 Procurement Type: Complex IFB
Original Effective Begin Date: 7/1/2009 Original Expiration Date: 6/30/2011
Current Effective Date: 7/1/2013 **Current Expiration Date: 6/30/2014**

Description: Nursing Bras and Pads for the VA Dept of Health Women, Infants and Children (WIC) Program

Created By: tmizelle1 Modified By: tmizelle1
Created On: 2009-06-17 Modified On: 2009-07-01

Contact Information

Tina Rodriguez, CPPB, VCO Phone: (804) 786-1603
Email: tina.rodriguez@dgs.virginia.gov Fax: (804) 786-0223

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	7/1/2011	6/30/2012	90
2	1	Years	7/1/2012	6/30/2013	90
3	1	Years	7/1/2013	6/30/2014	90

Authorized Departments

VA Dept of Health Women, Infants and Children (WIC) Program

Vendor Contact Information

Legal Name: Bravado Designs Ltd. Contact: Angie Hollins, North American Sales Manager
Bravado Designs Ltd Email: angie@bravadodesigns.com
41 Hollinger Road, Toronto, ON M4B3G4
Contact Phone: 416-466-8652 ext 107 Vendor Type: Primary
Fax: 416-466-8666 eVA Vendor ID: VS0000046688

MA Number: E194 - 670

DUNS #: 253430482

Terms And Conditions

Section GEN

GENERAL TERMS AND CONDITIONS

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

APP. LAWS AND COURTS

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION (1 of 2)

ANTI-DISCRIMINATION (part 1 of 2): By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). (continued on part 2)

ANTI-DISCRIMINATION (2 of 2)

ANTI-DISCRIMINATION (part 2 of 2): In every contract over \$10,000 the provisions in 1. and 2. below apply: 1.) During the performance of this contract, the contractor agrees as follows: (a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any

other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2.) The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM

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

DEBARMENT STATUS

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

ANTITRUST

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

MANDATORY USE OF STATE FORM

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR

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

CLARIFICATION OF TERMS

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

PRECEDENCE OF TERMS

PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS

QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT

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.

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. DMBE-certified small businesses are those businesses that hold current small business

certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

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.

PAYMENT (4 of 4)

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

eVA REGISTRATION (1 of 2)

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

eVA REGISTRATION (2 of 2)

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

capped at \$1,500 per order.

Lines

Line: 1

Line Type: Item

NIGP Code: 20186

Description: Nursing Bras See
Specifications for detailed description

Doc Code: RQN

Commodity Ref Line: 1

Doc Code: IFB

Commodity Ref Line: 1

Quantity: 10500

Unit: each

Unit Price: \$9.50000

Line Total: \$99,750.00

Discount %:

Catalog:

Market Price: \$0.00000

Discounted Unit Price: 9.5

Effective From:

Effective To:

Estimated Delivery Days: 5/29/2009

Delivery Type: Per Terms and Conditions

Free On Board Name: FOB Destination-
Freight Prepaid

Ship To: Virginia Dept of Health
c/o Orbit Logistics, ATTN: Jessica Inman,
14143 N. Washington Hwy., Ashland, VA
23005

Billing Location: VDH DIV OF WOMENS
AND INFANTS HEALTH

Shipping Location: VDH - Shipping See
Comments

Billing Street Address 1: PO BOX 2448
ROOM 816

Shipping Street Address 1: See Comments

Billing Street Address 2:

Shipping Address 2:

Billing City: RICHMOND

Shipping City: EVA

Billing State: VA

Shipping State: VA

Billing Zip: 23218-2448

Shipping Zip: 99999

Billing Country: US

Shipping Country: US

Billing Instructions: All invoices should be
sent to Virginia Dept of Health, Div of WIC
and Community Nutrition Svcs, ATTN:
Lisa Akers, 109 Governor St, 9th Floor,
Richmond, VA 23219

Ship to: Virginia Dept of Health,
c/o Orbit Logistics, ATTN: Jessica Inman,

14143 N. Washington Hwy., Ashland, VA
23005

Free On Board Name: FOB Destination-
Freight Prepaid

Shipping Method: Vendor

MSDS Included: No

Hazardous Materials:

Special Handling:

Packing Instructions:

Additional Handling Info:

Part Number: STYLE # 8001

Product/Category:

Model: 8001

Size: 27 SIZES IN 12 AKUS

Color: WHITE

Warranty Type:

Detailed Instructions:

Line: 2

Line Type: Item

NIGP Code: 20186

Description: Nursing Pads See
Specifications for detailed description

Doc Code: RQN

Doc Code: IFB

Commodity Ref Line: 2

Commodity Ref Line: 2

Quantity: 10500

Unit Price: \$6.34000

Discount %:

Market Price: \$0.00000

Effective From:

Estimated Delivery Days: 5/29/2009

Unit: each

Line Total: \$66,570.00

Catalog:

Discounted Unit Price: 6.34

Effective To:

Delivery Type: Per Terms and Conditions

Free On Board Name: FOB Destination-
Freight Prepaid

Ship To Virginia Dept of Health
c/o Orbit Logistics, ATTN: Jessica Inman,
14143 N. Washington Hwy., Ashland, VA
23005

Bill To

Shipping Location: VDH - Shipping See
Comments

Shipping Street Address 1: See Comments

Shipping Address 2:

Shipping City: EVA

Billing Location: VDH DIV OF WOMENS
AND INFANTS HEALTH

Billing Street Address 1: PO BOX 2448
ROOM 816

Billing Street Address 2:

Billing City: RICHMOND

Shipping State: VA
Shipping Zip: 99999
Shipping Country: US

Ship to: Virginia Dept of Health, c/o Orbit
Logistics, ATTN: Jessica Inman, 14143 N.
Washington Hwy., Ashland, VA 23005

Billing State: VA
Billing Zip: 23218-2448
Billing Country: US

Billing Instructions: All invoices should be
sent to Virginia Dept of Health, Div of WIC
and Community Nutrition Svcs, ATTN: Lisa
Akers, 109 Governor St, 9th Floor,
Richmond, VA 23219

Free On Board Name: FOB Destination-
Freight Prepaid

Part Number: STYLE # 8002

Shipping Method: Vendor

Product/Category:

MSDS Included: No

Model: 8002

Hazardous Materials:

Size:

Special Handling:

Color: CREAM

Packing Instructions:

Warranty Type:

Additional Handling Info:

Detailed Instructions:

NURSING BRAS AND PADS SPECIFICATIONS

Virginia Department of Health Women, Infants and Children (WIC) Program

1. **Scope:**

The Virginia Department of Health is seeking vendors to supply

- Nursing Bras
- Nursing Pads

and services in support of the Virginia Women, Infants and Children (WIC) breastfeeding promotion and activities for clinics throughout the state as per the following specifications listed below.

2. **Period of Contract:**

From date of award, for an initial two year period, with the option to extend for three (3) additional one (1) year periods with escalation allowed every 365 days. (See Special Terms and Conditions Section PRICE ESCALATION/DE-ESCALATION.)

3. **Estimated Product Quantities:**

It is estimated that the Virginia WIC Program will annually purchase:

Nursing Bras	each	@ 10,500
Nursing Pads (individual pads)	each	@ 63,000

The State does not guarantee the amount of purchases made under the awarded Contract, and there is no minimum or maximum order quantity guaranteed. (**See Special Terms and Conditions Section QUANTITIES and General Terms and Conditions Section AVAILABILITY OF FUNDS.**) The quantities listed are intended to primarily serve for bid evaluation and are not a guarantee of the number of items that will actually be purchased during the term of the Price Agreement. *The bid award is contingent on the availability of funding.*

4. **Delivery:**

- The vendor will complete delivery within 30 days of receipt of order.
- The vendor will pay all shipping and handling charges, unless otherwise specified.
- Responsibility and liability for loss or damage shall remain with vendor until final inspection and acceptance.
- The vendor will provide a minimum of one week advance notice to the designated contact person at each WIC local agency of the exact delivery date of the order.
- All purchase orders with this contract will be issued through the central office.
- Delivery shall be made to the Virginia Department of Health, c/o Orbit Logistics, ATTN: Jessica Inman, 14143 N. Washington Highway, Ashland, VA 23005.
- **Invoices** shall be sent to the Virginia Department of Health, Division of WIC and Community Nutrition Services, Attn: Lisa Akers, 109 Governor St, 9th Floor, Richmond, VA 23219.
- Deliveries of all equipment shall include instructions sheets in both English and Spanish (which are at 6th grade reading level or lower) No partial shipments allowed.

5. **Code of Marketing Requirement:**

Product manufacturer shall adhere to the World Health Organization (WHO) International Code of Marketing of Breast milk Substitutes or be free of mention or advertisement of infant formula.

6. **Training:**

- The vendor shall provide a minimum of one ½ hour led by a sales representative and/or one free instructional video in English and Spanish for *each* of the 35 local health departments on the use of nursing bras and pads.
- The vendor will provide all training materials.
- The training shall be held at local WIC agency sites or regionally if local WIC agencies agree.

7. **Liability Requirements:**

The vendor shall hold liability insurance and/or an indemnity agreement which protects Virginia WIC and the Virginia local WIC agencies from injury to

users due to malfunctioning of bras. The language of these agreements shall be subject to approval by the Virginia WIC Program.

8. **Warranty Requirements:**

- The vendor is responsible for packaging and shipping costs to and from the manufacturer.
- The manufacturer will provide a refund within 30 days of receipt of damaged goods.

9. **Nursing Bra Specifications:**

Nursing bras suitable for single users designed to fit a variety of sizes (small, medium, large, and extra large).

A. The nursing bras shall be:

- Made of **80%** cotton
- White in color
- Provide full breast access with cups that drop away from the breast
- Free from underwire
- Free from hook and eye closures
- Pull over the head in design
- Provide 27 bra sizes in only 12 SKUs

B. Bras Delivery:

- Packaged in shipments of 60 bras
- Provide 14 size small, 19 size medium, 19 size large, and 8 size extra large bras
- Deliver to the Virginia Department of Health, c/o Orbit Logistics, ATTN: Jessica Inman, 14143 N. Washington Highway, Ashland, VA 23005.

C. Bid Package Requirements:

- Price must be made per item basis. The definition of “per item basis” means (Lot 1), Line 1, cost per bra, AND (Lot 1), Line 2, cost per pad (6) and/or pre-packs (See Pricing Section of the Invitation for Bids). Award will be made on a Grand Total Basis (**See Special Terms and Conditions Section AWARD.**)
- Sample bra and written instruction in English and Spanish that will either be returned to the company after the purchase process is completed or will become part of the purchased inventory (**See Special Terms and Conditions Section BID SAMPLES.**) Samples should be sent to the Virginia Dept of Health, Division of WIC and Community Nutrition Services, Attn: Lisa Akers, 109 Governor St, 9th Floor, Richmond, VA 23219.

10. **Nursing Pads Specifications:**

Nursing Pads suitable for single users.

- A. The Nursing Pads shall be:
- Made of **80%** cotton
 - Washable
 - Made of terry cloth core & outer layer
 - Form-fitting in shape including a dart on the outside (cone shape)
- B. Pads Delivery:
- Packaged in 6-packs of nursing pads
 - Shipped in units of 60, 6-packs of nursing pads
 - Deliver to the Virginia Department of Health, c/o Orbit Logistics, ATTN: Jessica Inman, 14143 N. Washington Highway, Ashland, VA 23005.
- C. Bid Package Requirements:
- Price must be made per item basis. The definition of “per item basis” means (Lot 1), Line 1, cost per bra, AND (Lot 1), Line 2, cost per pad (6) and/or pre-packs (See Pricing Section of the Invitation for Bids). Award will be made on a Grand Total Basis (**See Special Terms and Conditions Section AWARD.**)
 - Sample nursing pads and written instruction in English and Spanish that will either be returned to the company after the purchase process is completed or will become part of the purchased inventory (**See Special Terms and Conditions Section BID SAMPLES.**) Samples should be sent to the Virginia Dept of Health, Division of WIC and Community Nutrition Services, Attn: Lisa Akers, 109 Governor St, 9th Floor, Richmond, VA 23219.

SPECIAL TERMS & CONDITIONS

TERMS AND CONDITIONS

The General Terms and Conditions and the Special Terms and Conditions of the Commonwealth of Virginia are to be considered mandatory. Any changes and/or exceptions to these Terms and Conditions or modifications will not be accepted and shall render your bid non-responsive.

AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S)

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

ADDITIONAL INFORMATION

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

AUDIT

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

BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

BID SAMPLES

Bidders shall provide samples. For this solicitation, the requested samples shall be one (1) each of the commodity lines along with requested instructional video in English and Spanish and published literature. Submit bid samples to: Virginia Department of Health, Division of WIC, ATTN: Lisa Akers, 109 Governor Street, 9th Floor, Richmond, VA 23219, AND MARK THE PACKAGE - BID SAMPLES. Samples shall be provided at no additional cost to the Commonwealth and be exact and true representative sample of the actual material offered. Each sample shall be properly tagged/labeled with the name of the bidder/contractor and manufacturer, the bid No, requisition or inquiry number and the specific commodity or item number. Samples will be either be returned to the company after the solicitation process is complete or will become part of the purchased inventory. Furthermore, the Division reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform with the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the Commonwealth.

BID SUBMITTAL DATA

Bidders shall state manufacturers and order numbers for each product offered, and enclose detailed specifications for all products offered. The Commonwealth reserves the right to obtain technical data and to request clarifications when deemed necessary. Failure on the part of the Bidder to provide the aforementioned documentation may be cause to declare the bid non-responsive. (Complete **Attachment B – Bidder Data Sheet.**)

CANCELLATION OF CONTRACT

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

CONTRACT TERM

The initial term of this contract will be for two (2) years beginning approximately May 15, 2009, through June 30, 2011.

CONTACT INFORMATION

The bidder shall provide a telephone number, facsimile number, cellular number, email address, physical address, and the name of responsible person(s) of your company who may be contacted

regarding this purchase and required reports, if applicable. The bidders shall supply the name and address of the manufacturer of each item offered in this bid along with the shipping point. Bidder shall provide a list of at least four (4) references where similar goods and/or services have been provided. (Complete **Attachment B - Bidder Data Sheet.**)

DELIVERY

Per the specifications, the bidder will complete delivery within 30 days of receipt of order. Except when otherwise specified herein, all items shall be F.O.B destination delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth of Public bodies of the Commonwealth as defined in Section 2.2-4301 of the Virginia Public Procurement Act. Delivery shall be made to the Virginia Department of Health, c/o Orbit Logistics, ATTN: Jessica Inman, 14143 N. Washington Highway, Ashland, VA 23005.during normal business hours. Delivery of all products shall include instruction sheets in both English and Spanish (which are at 6th grade reading level or lower). No partial shipments allowed.

DELIVERY NOTIFICATION

The vendor will provide a minimum of one week advance notice to the designated contact person at each WIC local agency of the exact delivery date of the order so that personnel may be available to allow access to the building and verify items received.

EXTRA CHARGES NOT ALLOWED

The bid price shall include all applicable freight, delivery, eVA fees; extra charges will not be allowed.

MINIMUM ORDERS

The minimum order requirements under this contract will be two (2) pre-packs per the previous 35 shipping districts as now stated as ship to the Virginia Department of Health, c/o Orbit Logistics, ATTN: Jessica Inman, 14143 N. Washington Highway, Ashland, VA 23005.

PURCHASE VOLUME REPORT

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

PRICE ESCALATION/DE-ESCALATION

Price adjustments may be permitted only for changes in the Contractor's cost of materials. Consumers Price Indices, Producers Price Indices or other appropriate indices as approved by the Division of Purchases and Supply, will be used as a guide to determine price increases or decreases. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify

the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

PRODUCT INFORMATION

The bidder shall clearly and specifically identify the brand name product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered non-responsive.

PRODUCT SUBSTITUTION

The vendor is not authorized to substitute any item for that product identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee (WIC).

QUANTITIES

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

RETURNED GOODS POLICY

Provide bidders Returned Goods Policy with solicitation response.

RENEWAL OF CONTRACT

This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) additional successive one-year periods under the terms and conditions of the current contract, and at a reasonable time (approximately 90 day) prior to expiration.

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE

A. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default. (Complete **Attachment C – Small Business Sub-Contracting Plan.**)

TRAINING

For the commodities purchased as a result of this solicitation, the contractor agrees to provide ½ hour training led by a qualified sales representative and/or one free instructional video in English

and Spanish for each of the 35 local health departments on the use of nursing bras and pads at no additional cost to the agency. The vendor will provide all training materials. The training shall be held at the local WIC agency sites or regionally if local WIC agencies agree.

WARRANTY

All products shall be fully guaranteed against defects in material and workmanship. Should any defect be noted by the owner, the purchasing office or his designee (WIC) will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charges the contractor the cost occasioned thereby or obtain an equitable adjustment in the contract price. Please attach Manufacturer's Warranty with solicitation response.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2- 4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.