

CONTRACT RENEWAL: E194672-11

(Master Agreement - E194 – 672)

PRINTING: UNIVERSITY OF MARY WASHINGTON ADMISSIONS PUBLICATION

Document Id: 672

Title: A215-12-18KLB

Printed Date: 5/25/2010

Procurement Folder: 43723

Procurement Type: IFB

Effective Begin Date: 7/15/2010

Expiration Date: 7/14/2011

Description: **UNIVERSITY OF MARY WASHINGTON ADMISSIONS PUBLICATION**

CONTACT INFORMATION

Kirby Battle

Phone: 804-786-5414

Email: Kirby.Battle@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)	Attachments(Name - Desc)
1	1	Years	7/15/2010	7/14/2011	90	
2	1	Years	7/15/2011	7/14/2012	90	
3	1	Years	7/15/2012	7/14/2013	90	
4	1	Years	7/15/2013	7/14/2014	90	

AUTHORIZED DEPARTMENTS

Line Number	Department	Spending Limit	No Limit	Active	Exclude this Dept.	Ordered Amount	Attachments(Name - Desc)
1	A215	\$0.00	Yes	Yes	No	\$0.00	

VENDOR

Legal Name: B&B Printing Co, Inc

Location Legal Name: B AND B-001

Contact Name: Brian Dueweke

Contact Email: estimate@bbprintnet.com

Contact Phone: 804-794-8273 x227
Master Agreement Number: MA E194 - 672
Vendor eVA ID Number: C12897
DMBE Certification Number: S 8538 (Exp. 9/27/10)

LINES

Line: 1

Line Type: Item
NIGP Code: 96657

Description: 9" X 12" **VIEWBOOK PUBLICATION:** PER ATTACHED SPECIFICATION

Quantity: 25
Unit: thousand
Unit Price: \$1,152.44

Delivery Date: 8/10/2010
Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

SHIP TO (*Typical for all line items*)

Attention:
Shipping Location: University of Mary Washington -Central Storeroom
Shipping Street Address 1: Hanover Street Physical Plant
Shipping City: Fredericksburg
Shipping State: VA
Shipping Zip: 22401-5300
Shipping Country: US
Shipping Instructions: Per Specification

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor
Detailed Instructions: Per Specification
Special Handling: Per Specification
Packing Instructions: Per Specification
Additional Handling Info: Per Specification

BILL TO (*Typical for all line items*)

Attention:

Billing Location: University of Mary Washington

-See Comments

Billing Street Address 1: See Comments

Billing City: EVA

Billing State: VA

Billing Zip: 9999999999

Billing Country: US

Billing Instructions: University of Mary Washington 1301 College Ave. Fredericksburg, VA 22401

Line: 2

Line Type: Item

NIGP Code: 96657

Description: 9" X 12" **VIEWBOOK PUBLICATION: ADDITIONAL 100's OVERRUN**

Quantity:

Unit: hundred

Unit Price: \$68.54

Line Total: \$0.00

Delivery Date: 8/10/2010

Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Detailed Instructions: Per Specification

Special Handling: Per Specification

Packing Instructions: Per Specification

Additional Handling Info: Per Specification

Line: 3

Line Type: Item

NIGP Code: 96657

Description: 9.5" X 12.5" **VIEWBOOK ENVELOPE: Per attached Specification**

Quantity: 25

Unit: thousand

Unit Price: \$97.84

Delivery Date: 8/10/2010

Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor
Detailed Instructions: Per Specification
Special Handling: Per Specification
Packing Instructions: Per Specification
Additional Handling Info: Per Specification

Line: 4

Line Type: Item
NIGP Code: 96657
Description: 9.5" X 12.5" **VIEWBOOK ENVELOPE: ADDITIONAL 100's OVERRUN**

Quantity:
Unit: hundred
Unit Price: \$9.59

Delivery Date: 8/10/2010
Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor
Detailed Instructions: Per Specification
Special Handling: Per Specification
Packing Instructions: Per Specification
Additional Handling Info: Per Specification

Line: 5

Line Type: Item
NIGP Code: 96657
Description: 17" X 11" **MAIN ADMISSIONS APPLICATION: PER ATTACHED SPECIFICATION**

Quantity: 25
Unit: thousand
Unit Price: \$59.57
Delivery Date: 8/10/2010
Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor
Detailed Instructions: Per Specification
Special Handling: Per Specification
Packing Instructions: Per Specification
Additional Handling Info: Per Specification

Line: 6

Line Type: Item

NIGP Code: 96657

Description: 17" X 11" **MAIN ADMISSIONS APPLICATION: ADDITIONAL 100's OVERRUN**

Quantity:

Unit: hundred

Unit Price: \$4.28

Delivery Date: 8/10/2010

Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Detailed Instructions: Per Specification

Special Handling: Per Specification

Packing Instructions: Per Specification

Additional Handling Info: Per Specification

Line: 7

Line Type: Item

NIGP Code: 96657

Description: 8 1/2" X 11" **ADMISSIONS SUPPLEMENT - VIRGINIA IN-STATE TUITION RATES:
PER ATTACHED SPECIFICATION**

Quantity: 25

Unit: thousand

Unit Price: \$27.01

Delivery Date: 8/10/2010

Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Detailed Instructions: Per Specification

Special Handling: Per Specification

Packing Instructions: Per Specification

Additional Handling Info: Per Specification

Line: 8

Line Type: Item

NIGP Code: 96657

Description: 8 1/2" X 11" **ADMISSIONS SUPPLEMENT - VIRGINIA IN-STATE TUITION RATES:**

ADDITIONAL 100's OVERRUN

Quantity:

Unit: hundred

Unit Price: \$1.94

Delivery Date: 8/10/2010

Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Detailed Instructions: Per Specification

Special Handling: Per Specification

Packing Instructions: Per Specification

Additional Handling Info: Per Specification

Line: 9

Line Type: Item

NIGP Code: 96657

Description: 81/2" X 11" **ADMISSIONS SUPPLEMENT - SECONDARY SCHOOL REPORT:
PER ATTACHED SPECIFICATION**

Quantity: 25

Unit: thousand

Unit Price: \$27.01

Delivery Date: 8/10/2010

Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Detailed Instructions: Per Specification

Special Handling: Per Specification

Packing Instructions: Per Specification

Additional Handling Info: Per Specification

Line: 10

Line Type: Item

NIGP Code: 96657

Description: 81/2" X 11" **ADMISSIONS SUPPLEMENT - SECONDARY SCHOOL REPORT:
ADDITIONAL 100's OVERRUN**

Quantity:

Unit: hundred

Unit Price: \$1.94
Delivery Date: 8/10/2010
Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor
Detailed Instructions: Per Specification
Special Handling: Per Specification
Packing Instructions: Per Specification
Additional Handling Info: Per Specification

Line: 13

Line Type: Item
NIGP Code: 96657
Description: 7.5" X 11" **MAZE ADMISSIONS BROCHURE: PER ATTACHED SPECIFICATION**

Quantity: 15
Unit: thousand
Unit Price: \$385.76
Delivery Date: 8/10/2010
Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor
Detailed Instructions: Per Specification
Special Handling: Per Specification
Packing Instructions: Per Specification
Additional Handling Info: Per Specification

Line: 14

Line Type: Item
NIGP Code: 96657
Description: 7.5" X 11" **MAZE ADMISSIONS BROCHURE: ADDITIONAL 100's OVERRUN**

Quantity:
Unit: hundred
Unit Price: \$33.05
Delivery Date: 8/10/2010
Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Detailed Instructions: Per Specification
Special Handling: Per Specification
Packing Instructions: Per Specification
Additional Handling Info: Per Specification

Line: 15

Line Type: Item

NIGP Code: 96657

Description: 18" X 6" **VISITORS' GUIDE ADMISSIONS BROCHURE**: Per attached Specification

Quantity: 15

Unit: thousand

Unit Price: \$399.43

Delivery Date: 8/10/2010

Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Detailed Instructions: Per Specification

Special Handling: Per Specification

Packing Instructions: Per Specification

Additional Handling Info: Per Specification

Line: 16

Line Type: Item

NIGP Code: 96657

Description: 18" X 6" **VISITORS' GUIDE ADMISSIONS BROCHURE**: ADDITIONAL 100's
OVERRUN

Quantity:

Unit: hundred

Unit Price: \$25.60

Delivery Date: 8/10/2010

Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Detailed Instructions: Per Specification

Special Handling: Per Specification

Packing Instructions: Per Specification

Additional Handling Info: Per Specification

Line: 17

Line Type: Item

NIGP Code: 96657

Description: 8.5" X 8.5" **TRAVEL PIECE: PER ATTACHED SPECIFICATION**

Quantity: **DO NOT PRINT - DELETED FROM CONTRACT RENEWAL 2010-2011**

Unit Price: **DO NOT PRINT - DELETED FROM CONTRACT RENEWAL 2010-2011**

Unit: thousand

Delivery Date:

Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Detailed Instructions: Per Specification

Special Handling: Per Specification

Packing Instructions: Per Specification

Additional Handling Info: Per Specification

Line: 18

Line Type: Item

NIGP Code: 96657

Description: 8.5" X 8.5" **TRAVEL PIECE: ADDITIONAL 100's OVERRUN**

Quantity: **DO NOT PRINT - DELETED FROM CONTRACT RENEWAL 2010-2011**

Unit Price: **DO NOT PRINT - DELETED FROM CONTRACT RENEWAL 2010-2011**

Unit: hundred

Delivery Date:

Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

Detailed Instructions: Per Specification

Special Handling: Per Specification

Packing Instructions: Per Specification

Additional Handling Info: Per Specification

SPECIFICATIONS
UMW ADMISSIONS PUBLICATIONS 2010-2011

1. VIEWBOOK
2. VIEWBOOK ENVELOPE
3. APPLICATION
4. VIRGINIA IN-STATE TUITION FORM
5. SECONDARY SCHOOL REPORT
6. VISITOR'S GUIDE
7. HOW TO GET THROUGH THE COLLEGE ADMISSIONS MAZE BOOKLET
8. TRAVEL PIECE (**DELETED FROM 2010-2011 CONTRACT RENEWAL**)

VIEWBOOK

Delivery: August 10, 2010
ALL QUESTIONS: Kelly Eury
Commonwealth of Virginia
University of Mary Washington
Marketing Communications
540/654-2440
keury@umw.edu

Restriction:

This solicitation is restricted to bidders located within 150-mile radius of the college for purposes of press approval.

Quantity: 25,000

Size: 9" x 12" finished

Pages: 20 plus an 8-page gatefold center plus cover. Cover includes 4" vertical pocket, tab-glued, bottom only, on inside back anchored right.

Paper: 100 lb. text Lustro Gloss (Sappi)
100 lb. cover Lustro Gloss (Sappi)

Color: **Text:** 5/5 plus flood satin aqueous coat
Cover: 5/5 flood satin aqueous coat

Ink Coverage: Moderate to heavy ink coverage, bleeds four sides
Binding: Saddle-stitched. No flush cover.

Special Handling: 25,000 UMW applications, plus 25,000 Virginia In-State Tuition forms and 25,000 Secondary School Reports (see pages 4-5 of this document) to be inserted in all of the viewbooks in the inside back cover pocket. 15,000 viewbooks with applications inserted will then be inserted into 15,000 unsealed envelopes. Remaining 10,000 will be delivered not in envelopes.

File Delivery: Files will be transferred to printer's ftp site, using In-Design CS3 format. All images placed hi-res.

PROOFS: **Digital high-resolution color proof, plus one revised set of proofs with color/copy corrections, included in bid.** Printing representative must be available in-person to discuss file preparation, to deliver and pick-up proofs, and to discuss revisions with UMW representative.

Press Inspection: Press inspection during normal business hours by UMW representative.

Printer Servicing: ISO Certified printer preferred. Printer must clearly identify a representative who will be the single point of contact responsible for UMW projects and who will be available at all press

inspections. Printer must provide UMW representative a paper dummy within three days of contract award. Printer must provide a production schedule within one day of receipt of printer files.

Packing: Convenient cartons with no more than 50 in each box. End label should specify “Viewbook in Envelope” or “Viewbook”

Delivery: University of Mary Washington
Kelly Eury, Marketing Assistant
Central Storeroom
Hanover Street
Fredericksburg, Va. 22401-5358
(540) 654-2440

“VIEWBOOK” ENVELOPES

Delivery: August 10, 2010

ALL QUESTIONS:

Kelly Eury
Commonwealth of Virginia
University of Mary Washington
Marketing Communications
540/654-2440
keury@umw.edu

Quantity: **25,000**

Size: 9.5” x 12.5”

Paper: flat standard white booklet envelope with opening on top/long side

Color: 1/1 (CMYK PMS 648)

File Delivery: Files will be transferred to printer’s ftp site, using In-Design CS3format. All images placed hi-res.

PROOFS: **Digital high-resolution color proof, plus one revised set of proofs with color/copy corrections, included in bid.** Printing representative must be available in-person to discuss file preparation, to deliver and pick-up proofs, and to discuss revisions with UMW representative.

Press Inspection: Press inspection during normal business hours by UMW representative.

Printer Servicing: ISO certified preferred. Printer must clearly identify a representative who will be the single point of contact responsible for UMW projects and who will be available at all press inspections. Printer must provide UMW representative a paper dummy within three days of contract award. Printer must provide a production schedule within one day of receipt of printer files.

Packing: 15,000 viewbooks with applications will be inserted in 15,000 of these envelopes. The remaining 10,000 may be packed in convenient cartons.

Delivery: University of Mary Washington
Kelly Eury, Marketing Assistant
Central Storeroom
Hanover Street
Fredericksburg, Va. 22401-5358
(540) 654-2440

ADMISSIONS APPLICATION

(Main Application)

Delivery: **August 10, 2010**

ALL QUESTIONS:

Kelly Eury
Commonwealth of Virginia
University of Mary Washington
Marketing Communications
540/654-2440
keury@umw.edu

Quantity: **25,000**

Dimensions: 17" x 11" folds to 8 ½" x 11"

Pages: 4 pages, 2-sided (one-fold)

Printing: Two PMS colors: 648 and cool gray 11

Bleeds: No bleeds

Paper: 80# Opaque smooth white text

Special Handling: This application, plus the Virginia In-State Tuition and Secondary School Reports (see page 4 of this document) to be inserted in all of the viewbooks in the inside back cover pocket.

File Delivery: Files will be transferred to printer's ftp site, using In-Design CS3format. All images placed hi-res.

Proofs: Digital high-resolution color proof

Packing: There is no need for packing as these will all be inserted into the Viewbooks.

Delivery: University of Mary Washington
Kelly Eury, Marketing Assistant
Central Storeroom
Hanover Street
Fredericksburg, Va. 22401-5358
(540) 654-2440

TWO ADMISSIONS SUPPLEMENTS

(Application for [Virginia In-State Tuition Rates](#) and the [Secondary School Report](#))

Delivery: **August 10, 2010**

ALL QUESTIONS:

Kelly Eury
Commonwealth of Virginia
University of Mary Washington
Marketing Communications
540/654-2440
keury@umw.edu

Quantity: **25,000 of each supplement**

Dimensions: 8 ½" x 11"

Pages: 2 sided

Printing: Two PMS colors: 648 and cool gray 11

Bleeds: No bleeds

Paper: 80# Opaque smooth white text

Special Handling: These applications, plus the main UMW application (see page 3 of this document) to be inserted in all viewbooks in the inside back cover pocket.

File Delivery: Files will be transferred to printer's ftp site, using In-Design CS3format. All images placed hi-res.

Proofs: Digital high-resolution color proof

Packing: There is no need for packing as these will all be inserted into the Viewbooks.

Delivery: University of Mary Washington
Kelly Eury, Marketing Assistant
Central Storeroom
Hanover Street
Fredericksburg, Va. 22401-5358
(540) 654-2440

“VISITORS’ GUIDE” ADMISSIONS BROCHURE

Delivery: **August 10, 2010**

ALL QUESTIONS: Kelly Eury
Commonwealth of Virginia
University of Mary Washington
Marketing Communications
540/654-2440
keury@umw.edu

Quantity: **15,000**

Size: 9” x 6” finished; 18” x 6” flat.

Pages: 8-pages, plus 8-page cover.

Cover: Two panels roll into Cover 3.
36” x 6” folded to four 9-inch panels. Compensation diagram from printer regarding fold-in cover is required.

Paper: 80# Sappi Lustro Gloss Cover
100# Sappi Lustro Gloss Text

Color: 5/5 plus flood Satin Aqueous
(DO NOT price dull or gloss aqueous coating)

Ink Coverage: Heavy ink coverage, bleed four sides

Binding: Trim, fold, stitch to finished size of 9” x 6”

File Delivery: Files will be transferred to printer’s ftp site, using In-Design CS3format. All images placed hi-res.

PROOFS: **Digital high-resolution color proof, plus one revised set of proofs with color/copy corrections, included in bid.** Printing representative must be available in-person to discuss file preparation, to deliver and pick-up proofs, and to discuss revisions with UMW representative.

Press Inspection: Press inspection during normal business hours by UMW representative.

Printer Servicing: ISO certified preferred. Printer must clearly identify a representative who will be the single point of contact responsible for UMW projects and who will be available at all press inspections. Printer must provide UMW representative a paper dummy within three days of contract award. Printer must provide a production schedule within one day of receipt of printer files.

Packing: Convenient cartons. Shrink-wrapped in groups of 50.

Delivery: University of Mary Washington
Kelly Eury, Marketing Assistant
Central Storeroom
Hanover Street
Fredericksburg, Va. 22401-5358
(540) 654-2440

“MAZE” ADMISSIONS BROCHURE

Delivery:	<u>August 10, 2010</u>
ALL QUESTIONS:	Kelly Eury Commonwealth of Virginia University of Mary Washington Marketing Communications 540/654-2440 keury@umw.edu
Quantity:	15,000
Size:	7.5” x 11” finished size
Pages:	8 pages plus 4-page cover
Paper:	80# Sappi Lustro Gloss Cover 100# Sappi Lustro Gloss Text
Color:	CMYK 5/5 color, plus flood Satin Aqueous (DO NOT price dull or gloss aqueous coating)
Ink Coverage:	Heavy ink coverage, bleed four sides
Binding:	Trim, fold, stitch to finished size of 7.5” x 11”
Scans:	Four high-resolution scans required. Slides provides with art disk.
File Delivery:	Files will be transferred to printer’s ftp site, using In-Design CS3format. All images placed hi-res.
PROOFS:	Digital high-resolution color proof, plus one revised set of proofs with color/copy corrections, included in bid. Printing representative must be available in-person to discuss file preparation, to deliver and pick-up proofs, and to discuss revisions with UMW representative.
Press Inspection:	Press inspection during normal business hours by UMW representative.
Printer Servicing:	ISO Certified preferred. Printer must clearly identify a representative who will be the single point of contact responsible for UMW projects and who will be available at all press inspections. Printer must provide UMW representative a paper dummy within three days of contact award. Printer must provide a production schedule within one day of receipt of printer files.
Packing:	Convenient cartons. Shrink-wrapped in groups of 50.
Delivery:	University of Mary Washington Kelly Eury, Marketing Assitant Central Storeroom Hanover Street Fredericksburg, Va. 22401-5358 (540) 654-2440

TRAVEL PIECE: SECTION DELETED FOR 2010-2011 CONTRACT RENEWAL

(Revised Specification 5/14/2010)

TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

Section 01

SCOPE

This solicitation is Set-Aside For Small Business Participation. The purpose of this Invitation For Bid (IFB) is to solicit SEALED bids, from qualified responsible and responsive bidders, that will result in a one year term contract to print, assemble, handle and distribute the UMW Admissions Publications and forms as described herein for the University of Mary Washington according to terms, conditions and specifications provided in this Invitation For Bid (IFB). There will be four (4) additional optional one (1) year renewal periods. It is preferred (but not required) that responding contractors be ISO CERTIFIED printers. Twenty-five thousand (25,000) copies shall be delivered not later than August 7, 2009. Delivery dates are critical and ability to perform accordingly shall be a factor in making the award. The award will be made on a GRAND TOTAL basis. All questions shall be submitted in writing not later than 5:00 PM Tuesday, July 7, 2009. ALL BIDS SHALL BE SUBMITTED IN THE FORM OF A PAPER SUBMISSION (SEE SECTION 2 BELOW).

Section 02

PAPER SUBMISSION

When submitting a paper submission of the solicitation response the bidder shall return the response by mail (or hand deliver). Bids shall be addressed as indicated below and should be identified in the following manner on the face of the envelope: _ Name of Bidder, _ Street or Box Number, _ City, State, Zip Code AND: _ Close Date and Time, _ Solicitation No., _ Solicitation Description, _ Purchase Officer. If "Hand Delivered", Bids shall be delivered prior to bid closing (date and time) to the Division of Purchases and Supply, Attention: Bid Tabulation, 1111 East Broad Street – Sixth Floor, Richmond, VA 23219. No other un-requested correspondence or other bids should be placed in the envelope. The closing time will be determined by the date stamp clock located in the Bid Tabulation department of the Department of Purchases & Supply (1111 E. Broad Street, Richmond, VA). The Bidder is responsible for assuring that the bid response is in the correct place and on time. NO FAXED RESPONSES TO THIS SOLICITATION WILL BE ACCEPTED!

Section 03

AWARD

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

Section 04

BID ACCEPTANCE PERIOD:

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

Section 05

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.

Section 06

REFERENCES

REFERENCES REFERENCES: As a verification of the bidder's ability to satisfactorily perform under any resulting contract and to establish to the Commonwealth its ability to produce printing of similar complexity, the Division of Purchases and Supply reserves the right to request recent references and/or representative samples of similar publications as offered in this invitation. The award of any resulting contract may be based on an examination of the quality of sample publications and/or references submitted to the division within 10 calendar days after request for such samples. Failure to submit samples within the specified calendar days may cause bid to be considered non responsive. Samples shall have been produced on the same equipment and in the same plant as bidder proposes for this work. The inspection, verification and acceptance by the Commonwealth of any samples or references prior to contract award shall not relieve the contractor for full performance under any part of this specification.

Section 07

PRINTING-OVERRUNS/UNDERRUNS

The University of Mary Washington will accept no more than 1% overruns. Bids for printing will be rejected if the quoted overrun cost equals or exceeds the base lot price quoted for the equivalent incremental unit quantity. On bids for multiple part forms, envelopes, and signage, the additional overrun quoted shall not exceed the base lot price quoted for the equivalent incremental quantity. The agency may at its discretion accept an under run, provided credit is allowed the agency at the full base price per unit for the quantity of the under run.

Section 08

PRINT QUALITY REQUIRED

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

Section 09

OWNERSHIP OF PRINTING MATERIAL

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

Section 10

PRINTING PICK UPS/DELIVERIES

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

Section 11

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.

Section 12

CANCELLATION OF CONTRACT

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

Section 13

CHANGES TO THE CONTRACT

Any change (s) to the specifications, whether they are the suggestion of the agency or the contractor must be approved by the Agency and the Division of Purchases and Supply prior to execution of the change (s).

Section 14A

PRICE ESCALATION/DE-ESCALATION

PRICE ESCALATION/DE-ESCALATION Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI and PPI. Price adjustments may also be allowed if the Commonwealth institutes an eVA transaction fee to be paid by Vendors effective July 1, 2003. No price increases will be authorized for 180 calendar days after the effective date of the contract, except for the eVA transaction fee. Price escalation may be permitted only at the end of this period and each 90 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Section 14B

PRICE ESCALATION/DE-ESCALATION

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

on to the contractor by the contractor's suppliers.

Section 14C

PRICE ESCALATION/DE-ESCALATION

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

Section 15

PURCHASE DOLLAR REPORT

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

Section 16

PURCHASE VOLUME REPORT

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

Section 17

RENEWALS

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.

Section 18

QUANTITIES

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

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.

SMALL PURCHASE CHARGE CARD

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

Mandatory Acceptance of Small Purchase Charge Card: Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional.** Information on the various levels for the Small Purchase Charge Card is indicated below.

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

Charge Card Levels:

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

Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

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

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is

mandatory for any vendors who do business with the Commonwealth of Virginia and accept GE MasterCard.

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

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

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