



**LINE ITEMS:**

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**Line: 1**

NIGP Code: 64500

**Description:** 100 Sheets of Teslin® ISPID1000 synthetic paper or approved Equivalent for Laser Printers, per attached specification (Temporary Tags for Passenger Vehicles).

**\*10% Discount Applies to pricing for purchase of 500,000 sheets (or more) purchased and shipped per order.**

Unit: Pack

Unit Price: \$49.16

**Mfr & Part Number:** NEKOOSA COATED PRODUCTS, #66027C100

**Color:** WHITE

Estimated Delivery Days: 6/1/2012

Delivery Type: Per Specifications

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**Line: 2**

NIGP Code: 64500

**Description:** 25 Sheets of Teslin® ISPID1000 synthetic paper or approved Equivalent for Laser Printers, per attached specification (Temporary Tags for Motorcycles and Trailers).

**\*10% Discount Applies to pricing for purchase of 10,000 sheets (or more) purchased and shipped per order.**

Unit: Pack

Unit Price: \$13.56

**Mfr & Part Number:** NEKOOSA COATED PRODUCTS, #66027C25

**Color:** WHITE

Estimated Delivery Days: 6/1/2012

Delivery Type: Per Specifications

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**Ship To: PER SPECIFICATION (Typical for all lines)**

Attention: Brian Whitt, 804/367-2900

Shipping Location: Virginia Dept. of Motor Vehicles

Shipping Street Address: 2300 West Broad St

Shipping City: Richmond

Shipping State: VA

Shipping Zip: 23220

Shipping Instructions: **LOADING DOCK - INSIDE DELIVERY \*\*\* Notify Agency at least 24 hours prior to delivery (Brian Whitt, 804/367-2900).**

Free On Board Name: FOB Destination-Freight Prepaid

**Bill To (Typical for all lines)**

Attention: Reference# 154:12-063

Billing Location: Virginia DMV - Accounts Payable

Billing Street Address: PO Box 25700

Billing City: Richmond

Billing State: VA

Billing Zip: 23260

Billing Instructions: **BILL AS SHIPPED**

**SPECIFICATION**

**SYNTHETIC PAPER FOR DMV PRINT ON DEMAND TEMPORARY TAGS**

**I.** Paper stock shall be Laser Jet (HP4015) compatible.

**Teslin®** SPID1000 synthetic paper or Equivalent

**II.** Paper stock shall be Ink Jet compatible.

**Teslin®** IJ1000WP synthetic paper or Equivalent

**Term Contract – 1 year with 4 possible one-year renewal terms at the same terms and conditions. Escalation clause based upon the PPI for paper (other paper indices).**

**Delivery: NLT May 1, 2012 (A requirement type contract. Call for delivery as needed.)**

**PAPER SPECIFICATION CHART**

**nekoosa** Synaps® Digital XM

Polyester Synthetic Paper

<b>Caliper (mil)</b>	<b>5 mil.</b>	<b>8 mil.</b>	<b>10 mil.</b>
<b>GSM</b>	135	230	300
<b>Density (g/cm<sup>3</sup>)</b>	1.21	1.21	1.21
<b>Brightness (T452)</b>	94	94	94
<b>Opacity (T459)</b>	94	97	99
<b>Gloss</b>	5	5	5
<b>Sheffield Smoothness</b>	34	34	34
<b>Melting Point (I C)</b>	248	248	248

**TRIMMED SIZE:** 8-1/2" X 11" sheets

**MATERIAL:** Nekoosa Synaps® Digital XM Polyester Synthetic Paper – matte finish that is extreme tear and weather resistant, perforated to detach temporary license plate. Must be suitable for outdoor use for use as temporary license plate tags on motor vehicles

**INKS:** Laser Jet and Ink Jet black that is non-fade and weather resistant up to 60 days.

**STOCK:**

- **LASER JET:** Nekoosa Synaps® Digital XM 6607 - Paper stock shall be Laser Jet (HP4015) compatible, which meets the attached specification.

**The bidder shall provide a "Mill Specification Sheet" for the paper bid.** This sheet will address each of the items listed in the *Paper Specification Chart* and must be provided by the paper mill.

**The Mill Specification Sheet shall be added as an attachment to the bid. For electronic responses, this sheet shall be scanned and added as an attachment to the bid.**

**STANDARD SIZE  
(Passenger Temporary Tag)**

**QUANTITY:** Approximately 500,000 plain cut sheets. *Quantities subject to change based on agency requirements.*

**ORIENTATION:** Landscape layout.

**PERFORATIONS:** Each sheet shall be microperforated in one location, with a horizontal perforation 2 ½ inches from the bottom of the sheet. The maximum variance allowable for placement of perforations is 0.025 inch.

**PUNCHED HOLES:** Each sheet shall be punched with four holes – two (right/left) located ½ inch down from the top and two (right/left) located ½ inch above the horizontal perforation respectively. Each hole shall be 1½ inches from the vertical edge. The holes shall be ¾ inch wide x ¼ inch high.

**SMALL SIZE  
(Motorcycle & Trailer Temporary Tag)**

**QUANTITY:** Approximately 10,000 plain cut sheets. *Quantities subject to change based on agency requirements.*

**ORIENTATION:** Landscape layout.

**PERFORATIONS:** Each sheet shall be microperforated in two locations, with a horizontal perforation 4 3/8 inches from the bottom of the sheet and vertical perforation 4 inches over from right side of the sheet. The vertical perforation shall be 4 1/8 inches in length from the top, stopping at the

intersection of the horizontal perforation. The maximum variance allowable for placement of perforations is 0.025 inch.

**PUNCHED HOLES:** Each sheet shall be punched with four holes – two (right/left) located ½ inch down from the top and two (right/left) located ½ inch above the horizontal perforation respectively. ½ inch from the left edge and ½ inch from the vertical perforation on the right. The holes shall be ¼ inch in diameter.

**SAMPLES:** At no additional cost, the bidder shall provide with its bid, at least **750 sample sheets of paper for Laser Jet printers in each size with perforations and/or 250 sample sheets if bidding paper for Ink Jetprinters, in each size with perforations**, as per specification, for testing on DMV and Dealer printers. The sample paper shall be an exact representation of the product quoted for delivery. **Paper samples shall be shipped separate from the bid and shall ship or be delivered directly to the attention of Vanessa Walker (804-367-0482), Department of Motor Vehicles, at the address listed below.**

Vanessa Walker, VCA, VCO, Buyer Specialist  
Department of Motor Vehicles  
Loading Dock  
2300 W. Broad Street  
Richmond, VA 23220

Each carton shall be clearly marked on each end with the Solicitation number, and the wording “DMV, Print on Demand Synthetic Paper”. In addition, each carton shall also be marked with the bidder’s identifying information, i.e. – name, telephone number, location, etc.

**Failure to submit samples shall cause the bid to be nonresponsive.**

**EQUIPMENT:** Paper will be processed on DMV HP4015 printers, as well as a variety of Laser and Ink Jet printers used by Dealers statewide. No slippage is allowed. Zero tolerance.

**PACKAGING:** The bidder shall provide pricing based on the following package sizes (as well as proposed delivery amounts):

100 sheets per package for the Vehicle standard stock; 25 sheets per package for the Motorcycle/Trailer small stock.

Each package (box and envelope) shall have a minimum of a .022 inch chip board top and bottom or equivalent solid shipping packaging material. **Cartons should be reusable corrugated paper cartons.** Bidder shall state the type of cartons used for shipment.

\* Paper shall be packed to protect the cut sheets during shipment and storage. Individual boxes and envelopes shall be packed in master cartons for shipping and delivery..:

1. **PASSENGER VEHICLE:** shall be packaged in individual boxes (Quantity of 100 per box/1,000 per carton)
2. **MOTORCYCLE AND TRAILER:** shall be packaged in individual envelopes (Quantity of 25 per envelope/1,000 per carton)

Wax-coated or kraft wrap are *not acceptable*. Bidder shall state the method of package wrapping material to meet this requirement

**Note:** Paper shall be wrapped tight enough to prevent moisture but not so tight that the wrapping causes the paper to curl. There shall be no curl in the paper upon receipt.

\*Packages shall be marked to the Purchase Order number and kind/type of paper enclosed.

\*Packages shall contain no paper dust or hole punch chaff.

\*Cartons shall be **boxed** (or covered and strapped) in such a way as to protect cartons from dirt and moisture during shipment and storage.

\*Pallets should be constructed to allow for four-way entry. Surface/platform boards shall be spaced approximately 1" apart to minimize carton damage in multi-tier stacking.

**DELIVERY:** Delivery to DMV is required dockside at 2300 West Broad Street, Richmond, VA 23269. Delivery hours are 7:30am - 3:30pm, Monday - Friday.

Shipment size listed below is an estimated total for the initial order, which may include a combination of **LASER JET** and **INK JET** paper stock – with an approximate break out of 85% Laser Jet and 15% Ink Jet. If this solicitation results in multiple awards, **LASER JET** and **INK JET** paper will be ordered separately to the awarded contactors,

**DMV STANDARD SIZE (PASSENGER VEHICLES)**

<b>Shipment Size</b>	<b>500,000 sheets</b>
<b>Pkg Size</b>	<b>Pkgs</b>
<b>100 sheets</b>	<b>5000</b>

**DMV SMALL SIZE (MOTORCYCLE AND TRAILERS)**

<b>Shipment Size</b>	<b>10,000 sheets</b>
<b>Pkg Size</b>	<b>Pkgs</b>
25 sheets	400

**Inside Delivery Required!** Contact DMV (Brian Whitt, 804/367-2900) at least 24 hours prior to delivery.

**BILLING:** Bill as shipped.

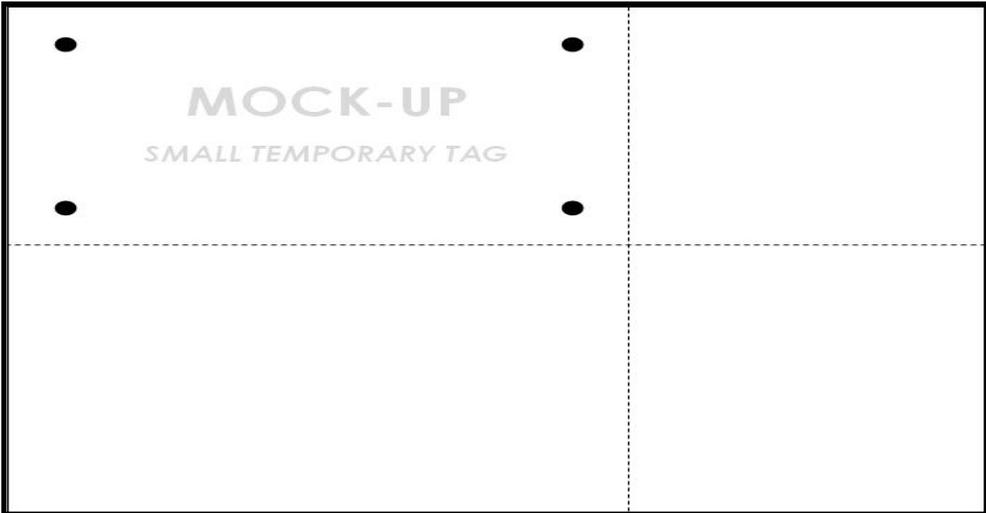
**MOCK-UP REFERENCE:**

**Not to Scale:** The mock-ups below are intended for illustrative purposes only. Actual dimensions are outlined in the Specifications document.

**Standard Size – Passenger**



**Small Size – Motorcycle & Trailer**



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## SPECIAL TERMS AND CONDITIONS

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### Section 01

**SCOPE** The purpose of this Invitation For Bid (IFB) is to solicit bids from qualified responsive and responsible bidders to establish a one-year term contract (with four one-year optional renewal periods) to furnish the Virginia Department of Motor Vehicles with a synthetic paper for printing temporary tags for Passenger Vehicles, Motorcycles and Trailers, as described in the attached specification. The paper shall be printable on both, Laser printers HP4015 (and compatible models) and Ink Jet printers (various models). An award may be made to a single vendor or to multiple vendors. If you are not submitting an electronic response see section 2 below for PAPER SUBMISSION.

### 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. All 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 - 6Th Floor, Richmond, VA 23219. No other un-requested correspondence or other bids should be placed in the envelope. It is the responsibility of the bidder to make sure that the bid response is delivered on time. **NO EXCEPTIONS!** All persons delivering bid responses by hand must have proper identification with them. **NO FAXED RESPONSES TO THIS SOLICITATION WILL BE ACCEPTED!**

### Section 03

**AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S):** An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced minority or woman-owned 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.

### Section 04

**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 05

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

## Section 06

**INSIDE DELIVERY:** Prices quoted shall allow for “INSIDE DELIVERY”. It is the contractor’s responsibility to ascertain the delivery and receiving requirement and to provide sufficient personnel to unload shipments and place order in proper location.

## Section 07

**DELIVERY SERVICE DELIVERY SERVICE** Contractor shall carry an adequate stock to assure such delivery service for the duration of the contract. The agency reserves the right to purchase on the open market and to charge any access in contract price to the contractor in the event the above delivery requirement is not met.

## Section 08A

**PRICE ESCALATION/DE-ESCALATION:** No adjustment to price shall be allowed during the first 12 months of the contract. After the initial 12 months, price adjustments may be permitted for changes in the contractor’s cost of paper only 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 12 months 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 180 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 08B

**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 08C

**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 09

**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. **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. 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 10

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

#### Section 11

**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 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

**FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the

affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

### **Special Term and Condition 59 (Effective May 1, 2012)**

**eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, 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.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:  
If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your

bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

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## **GENERAL TERMS AND CONDITIONS**

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### **Section 01**

#### **SCOPE**

SCOPE The purpose of this Invitation For Bid (IFB) is to solicit bids from qualified responsive and responsible bidders to establish a one-year term contract (with four one-year optional renewal periods) to furnish the Virginia Department of Motor Vehicles with a synthetic paper for printing temporary tags for Passenger Vehicles, Motorcycles and Trailers, as described in the attached specification. The paper shall be printable on both, Laser printers HP4015 (and compatible models) and Ink Jet printers (various models). The award will be made by lot basis:

LASER JET printer paper (Lots 1 and 3) will be awarded as a single lot; and INK JET printer paper (Lots 2 and 4) will be awarded as one lot. An award may be made to a single vendor or to multiple vendors. If you are not submitting an electronic response see section 2 below for PAPER SUBMISSION.

#### **GENERAL TERMS AND CONDITIONS**

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the "Vendor" tab.

#### **B. 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.

#### **C. ANTI-DISCRIMINATION:**

ANTI-DISCRIMINATION: 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). In every contract over \$10,000 the provisions in 1. and 2. below apply: 1. During the performance of this contract, the contractor agrees as follows: a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **D. ETHICS IN PUBLIC CONTRACTING**

**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.

#### **E. 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.

#### **F. 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.

#### **G. 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.

#### **H. 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.

#### **I. 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.

#### **K. 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.

#### **L. 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.

#### **M. 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.

## **N. 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.

## **O. CHANGES TO THE CONTRACT**

Changes can be made to the contract in any of the following ways: 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: a. By mutual agreement between the parties in writing; or b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

## **P. DEFAULT**

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

## **Q. TAXES**

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

The Commonwealth's excise tax exemption registration number is 54-73-0076K.

## **R. USE OF BRAND NAMES**

**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.

## **S. 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.

## **T. 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)

## **T. 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)

#### **T. 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

#### **U. 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](http://www.eva.virginia.gov)) for a minimum of 10 days.

#### **V. 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.

#### **W. 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.

## **X. eVA REGISTRATION**

**eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://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 procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows: a. eVA Basic Vendor Registration Service: 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: 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. Vendor transaction fees are determined by the date the original purchase order is issued and are as follows: a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. b. For orders issued August 16, 2006 thru June 30, 2011, 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. c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order. d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

## **Y. AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**Z. SET ASIDES**

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

**J. 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)

**J. 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)

**J. 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.

**J. PAYMENT (4 of 4)**

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

**AA. BID PRICE CURRENCY:**

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

**BB. BUSINESS AUTHORIZATION**

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.