

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT AWARD

1. DATE March 26, 2013
2. COMMODITY NAME DUI Blood Collection Kits
3. CONTRACT NUMBER #E194-72828
4. CONTRACT PERIOD May 1, 2013 through April 30, 2014
Renewal Periods:
Year 1 5/1/14 to 4/30/15
Year 2 5/1/15 to 4/30/16
Year 3 5/1/16 to 4/30/17
Year 4 5/1/17 to 4/30/18
5. AUTHORIZED USERS Virginia Department of Forensic Science
7. CONTRACTOR **TRI-TECH FORENSICS, INC. (VDMBE Certified SMALL Business)**
8. CONTRACTOR'S eVA VENDOR ID C23104
9. VENDOR CONTACT Eric A. Barton, Vice President
..... 4019 Executive Park Blvd, Southport, NC 28461
..... Phone: 800-438-7884 or 910-457-6600
..... Fax: 910-457-0094
..... E-Mail: ebarton@tritechusa.com
10. TERMS Net 30
11. F.O.B Ordering Entity
12. MINIMUM ORDER \$0
13. PRICING SCHEDULE See Page 3

By: *Nancy Rowe*
Nancy Rowe, Statewide Contract Officer
Phone: (804) 786-3854
Fax: (804) 786-0223
E-mail: nancy.rowe@dgs.virginia.gov

INSTRUCTIONS

1. Orders. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items through eVA.
2. Purchase orders will be submitted to the Contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.
3. Items: The applicable contract number and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
5. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency.
6. Complaints. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (804-225-4045).
7. Renewals. This contract may be renewed by the Commonwealth upon written agreement of both parties for four successive one-year periods. The decision as to whether to exercise the renewal option will be made by the contract officer approximately 60 days in advance of the expiration date of the current term.
8. Price Adjustments. During the current term of the contract, price escalation may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.
9. Delivery Point: Except when otherwise specified herein, all items shall be F.O.B. Delivered to any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 11-37 of the Virginia Public Procurement Act.
10. Purchase Volume Report: The Contractor shall furnish an annual volume report within 15 days of the end of the expiration date of the contract term. Report shall list item(s) and or services performed during the previous year. These reports shall include: full description of item purchased, date purchased, agency, quantity, each price, extended price, and eVA purchase order number.

ADDITIONAL TERMS AND CONDITIONS:

All general terms and conditions; special terms and conditions and all attachments to the initial solicitation are hereby incorporated into this contract.

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.

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.

Price Escalation/De-escalation: Price adjustments may be permitted only for changes in the Contractor's cost of materials. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

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.

PRICING SCHEDULE:

NIGP Code #68096

Description: Blood Collection Kits-DUI (estimated yearly quantity) per specifications as stated on the original solicitation document.

Unit Price: \$4.23 each

Estimated Delivery Days: 42 days

Part Number / Reorder Number: BA-2 (VA)

Delivery Type: Per Terms and Conditions

Free On Board Name: FOB Destination-Freight Prepaid

Ship To

Shipping Location: DEPARTMENT OF FORENSIC SCIENCE

Shipping Street Address 1: 700 N. 5TH STREET

Shipping City: RICHMOND

Shipping State: VA

Shipping Zip: 23219

Shipping Instructions:

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

MSDS Included: No

Hazardous Materials: N/A

Special Handling: N/A

Packing Instructions: N/A

Additional Handling Info: EXPIRATION DATE 18 MONTHS

Bill To

Billing Instructions: Bill To same address as ship to

Product/Category: N/A

Detailed Instructions: N/A