



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

Notice of Contract AWARD

CONTRACT # E194-72840
Contract Title: HOUSEHOLD MOVING SERVICES

1	DATE:	July 8, 2013
2	CONTRACT PERIOD:	July 15, 2013 through April 30, 2016
3	SUPERCEDES:	E194-524
4	AUTHORIZED USERS:	State Agencies, Institutions, & Other Public Bodies
5	CONTRACTOR'S eVA VENDOR ID#:	VS0000097235
6	CONTRACTOR / VENDOR	J. Barber Moving & Storage, Inc. (S)
7	CONTRACTOR CONTACT	Jeffrey Barber 540-710-1803
8	TERMS	SPCC or Net 30 Days
9	DELIVERY	N/A
10	F.O.B.	N/A
11	CONTRACT PRICES	See Pricing Schedule
12	DPS CONTRACT OFFICER	Name: Chris A. Nichols, CPPB, VCO Phone: 804-786-3857 Email: Christine.Nichols@dgs.virginia.gov

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: www.eva.virginia.gov under the State Contracts webpage

AUTHORIZED USERS: This contract is the result of a competitive bid program and its use is Optional for all STATE AGENCIES (unless otherwise indicated in item 4 above) and Optional Use for other public bodies and entities authorized to use the contract by the *Code of Virginia* § 2.2-1120(D), to include private institutions of higher education chartered in Virginia **and** granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, in the purchase of any commodity listed herein.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343, or against a bidder or offeror because of race, religion, color, sex national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS

SECTION	DESCRIPTION
1	CONTRACTOR/ VENDOR INFORMATION
2	GENERAL INSTRUCTIONS
3	ADDITIONAL INFORMATION
4	SCOPE OF WORK / GENERAL & TECHNICAL SPECIFICATIONS
5	COMMODITY INFORMATION & PRICING
6	GENERAL TERMS AND CONDITIONS
7	SPECIAL TERMS AND CONDITIONS

1. CONTRACTOR / VENDOR INFORMATION

Contractor Name	eVA Vendor ID#	Location Address(es)	Contact Information (Name, Phone, Fax and Email)
J. Barber Moving & Storage, Inc. (S)	VS0000097235	11631 Shannon Drive Fredericksburg, VA 22408	Jeffrey Barber Office 540-710-1803 Cell: 540-295-3564 or 540-809-0875 Fax: 540-710-1806 jbarbermoving@cavtel.net

**All Intrastate pricing is based upon the Virginia Mover's & Warehousemen's Association, Inc
Tariff No. 17 release for 2013. Discounts shown in Pricing Schedule.**

Interstate Mover:
National Van Lines, Inc.
Tariff NVL 100

NIGP Code 96163 RELOCATION SERVICES FOR PERSONNEL
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2. GENERAL INSTRUCTIONS

1. Ordering Method: Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this contract must order items by issuing purchase orders through eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions, they should place all purchase orders through eVA or eVA Lite.
 2. Purchase Order Information: When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number, as shown on page 1, **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.
 3. Ordering Entity Acceptance: Inspection and acceptance upon delivery and approval of vendor's invoice is the responsibility of the receiving entity.
 4. Complaints: Any complaint that is due to a violation or breach of the Contract provisions, shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the contract vendor, with a copy sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning entities. This form may be downloaded from the internet at the following link <http://eva.virginia.gov/learn-about-eva/files/VendorComplaintForm.doc>
 5. Changes: Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
 6. [See Additional Information section below.](#)
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3. ADDITIONAL INFORMATION

1. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for two successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index, Commodity and Service Group, Transportation Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Consumer Price Index, Commodity and Service Group, Transportation Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. **REPORTING INSTRUCTIONS:** The contractor(s) shall provide a usage report quarterly to the contract officer Christine.Nichols@dgs.virginia.gov which shall include using agency/entity, purchase order number, date of order, moved from, moved to, and total amount of purchase order. The report shall be in Microsoft Excel electronic format. The contractor shall provide a usage report, upon request, to the using agency/entity.
3. The purpose of this Request for Proposals is to solicit sealed proposals, from DMBE certified Small Businesses, to establish a contract or contracts, through competitive negotiations with multiple qualified contractors to provide employee or retiree "Household Moving Services" statewide, interstate, or intrastate on an as needed basis to agencies, institution, and other government entities. **The intent of the resulting contract(s) is to support the requirement to relocate personnel and retirees as needed.** To obtain or check current information regarding this RFP please refer to the following website. www.eva.virginia.gov. The term of this contract is three years with two one-year renewals.

4. STATEMENT OF NEEDS/ GENERAL & TECHNICAL SPECIFICATIONS

The contractor(s) shall furnish all labor, materials, etc. to provide relocation services of household goods to include those goods and services necessary to help the Commonwealth and other Government Entities achieve their goals as outlined in this RFP. In order to achieve this goal the Contractor may be requested to provide those goods and services outlined in this section.

- a. The Contractor shall provide interstate, intrastate, and local transportation of household goods and in-transit storage for employees of the Commonwealth and other Political Subdivisions.
- b. The Contractor shall provide information to the employee of the Commonwealth about packing, shipping, in-transit storage, unpacking, appliance servicing, insurance of household goods, and discarding of all debris at destination.
- c. The Contractor shall provide an estimate to the employee of the Commonwealth prior to final move arrangements and to the Authorized Contract User.
- d. The Contractor shall provide or assist in arranging supplemental services relating to the movement of household goods such as auto transport, pet transport, playground equipment, storage, etc. Costs associated with the supplemental services are usually the sole responsibility of the employee/end user, however there may be situations where some or all of these items may be covered by the Agency authorizing the move.
- e. All individual movers employed by the Contractor should be able to speak and understand English, they must be trained, certified moving professionals who have worked as permanent employees of the Contractor. These professionals shall be uniformed, clean, sober, drug free, helpful and friendly.
- f. The Contractor shall provide the employee or retiree of the Commonwealth all services as outlined in the Contractor's estimate and accepted by the employee or retiree of the Commonwealth, including but not limited to: packing, moving and unpacking of household goods, and discarding of all debris at destination.
- g. The Offeror shall detail an effective and comprehensive quality program, including how all members are trained, where the training is conducted and any certifications that are required.

- h. The Offeror shall detail a communication process to be utilized throughout the household goods move. This shall include shipment tracking capabilities and technological tools used.
- i. The Offeror shall detail the types of reports to be provided to the Commonwealth, and the authorized contract user, including quality ratings, transportation costs, shipment activity and claims handling.
- j. The Offeror shall outline company provided insurance for the employee's or retiree's of the Commonwealth household goods while in company's possession and in-transit storage. This would include packing and unpacking of the household goods.
- k. The Offeror shall outline its claims handling procedure, including the communications that will take place throughout the process.
- l. The Offeror shall have current Carrier Authority Permits, issued by the Commonwealth, including the Virginia Department of Motor Vehicles. For information, contact the Department of Motor Carrier Services Line at 1-866-878-2582 (toll free). The Contractor shall maintain all valid Property Carrier Authority Permits, required by the Commonwealth of Virginia during the term of any Contract.
- m. The Offeror shall show how the cost of transporting Automobile(s) will be determined.

5. COMMODITY INFORMATION & PRICING

J. Barber Moving & Storage Inc. is a full-service relocation provider who pledges to provide comprehensive services of superior quality to the Commonwealth of Virginia by consistently following the guidelines addressed below:

1. Always do what is in the best interest of the shipper or in accordance with the government contractual terms.
2. Effectively communicating with shipper to provide high quality service to the shipper and ensure the lowest cost to the Commonwealth.
3. Be attentive to the shipper's needs before the service begins and remain flexible to his/her individual needs.
4. Remain in contact with shipper and ACU, from his/her originating location, and follow through to the destination location.
5. Arrive with DOT inspected and approved vehicles and equipment that is clean and modern.
6. Employ skilled, trained, and experienced professionals who understand that professionalism includes being drug free, clean cut, uniformed and ready to work.
7. Arrive with crew who understands the key role they play in the shipper's lives and are eager to treat each customer's home and possession with the dignity and care every shipper expects and deserves.
8. Go the extra distance needed to ensure a high quality job is completed and the customer's needs are both anticipated and met.
9. Notify the shipper if anything has changed, from date or time of arrival to damaged items.
10. Handle all claims quickly and fairly, correspondence beginning within 10 days of receipt.

Contact the shipper at the conclusion of move to ensure the job was done to his/her satisfaction and annotate any issues that need be addressed.

C. Statement of Needs: The following pages outline a plan of operation to achieve the objectives set forth by the Commonwealth and the Authorized Contract User (ASU).

1. **Upon receipt of initial request and Order of Confirmation**, the order is given to the Operations Manager (OM) who makes sure the move is within our transit areas. The OM notifies the warehouse of their upcoming responsibilities regarding shipper. The Move Order Coordinator (MOC) begins documentation of shipment and/or storage obligations, coordinates times for pre-move survey,

processes paperwork, communicate changes in orders, follows up with ACU, and shippers, 3rd party (if any), and maintains contact with ACU and shipper through completion of services rendered. Upon completion, the shipment order is stored in secure area for 5 years.

2. **Pre-move Surveys.** If original estimated weight is less than 3,000 pounds, a phone survey is acceptable. When given 5 business days prior to pick up date, and the original estimate is more than 3,000 pounds, a qualified employee completes a pre-move on-site survey:
 - I. The Account Move Coordinator sets an appointment with shipper and inquire if shipper is planning to ship firearms
 - II. The Surveyor, using a pre-move survey form, completes visual survey, identifying any high risk/high value items. A copy is given to shipper and Operations Manager.
 - III. The estimated weight, types and number of boxes is then assessed and reported to Operations Manager (OM) and Authorized Contract User (ACU), when requested.
 - IV. The Account Move Coordinator determines what appliances will need servicing and/or calls for 3rd party servicing (upon approval of ACU).
 - V. The shipper is given proper packing instructions, i.e. hazardous materials checklist, what is or is not allowed to be shipped, as determined by FMCSA.
 - VI. The Account Move Coordinator calls the shipper to confirm pack date and move date.
3. **Estimates.** J. Barber Moving & Storage, Inc., upon completion of the pre-move survey, will provide the employee of the Commonwealth and Authorized Contract User (ACU) an estimated cost of services prior to final move arrangements are approved. There will be three types of estimates available to the ACU upon request. A Bottom Line Discount (BLD), a Customer Benefit (Guaranteed Not To Exceed (GNE)), and a Binding Cost (BC).
4. **Time Requirements**
 - I. J. Barber Moving & Storage, Inc. is and will be available for emergency service 24hrs/7days a week. Emergency contact info will be available upon award notification.
 - II. Pickup and delivery services occur between the hours of 0800-1700, unless otherwise indicated and approved by ACU and the shipper.
 - III. It is our goal to make the transition for employees as painless as possible. Therefore, considering the employees time constraints with new employment, it is feasible for J. Barber to make deliveries or pickups on weekends and holidays at no extra charge to the Commonwealth.
5. **Preparation, Packing, Loading, Storage, and Delivery**
 - I. **Preparation:** Prior to leaving warehouse –

- a. Employees must meet J. Barber attire standards.
 - b. Have all necessary packing materials, crates, markers, directions, etc. . . .
 - c. Complete pre-departure safety inspection of vehicle.
 - d. Have all the appropriate paperwork and special instructions or packing requirements.
- II. **Packing:** Upon arrival at the shipper's residence the moving crew will,
- a. Accompany shipper through the residence to discuss the packing process and to address any special concerns the shipper may have. Discuss procedures and special instructions. Identify any high value/high risk items and determine whether original cartons are available for electronics
 - i. Identify items that we will not pack or are off limits.
 - ii. Protect residence by laying down floor protection and padding of stairwells.
 - b. All personal property is prepared, packed, loaded with designated containerization, regardless of shipment type. Helpers are trained to prepare and pack items using the least cubic measurement, thereby ensuring items can withstand normal movement.
 - c. Any owner packed items are inspected and repacked. At all times, precautions are taken to protect personal property from theft and damage due to weather.
 - d. Packing containers of outbound household goods is done at shipper's residence, with ACU prescribed services, with a minimum of temporary marking with shipper's full name, contents, and number of containers to be placed on two sides and top of each box. As a claims process, each box must be initialed by the crew member who packed it.
 - e. Requirements for packing specific items:
 - i. Material is in new or sound condition (clean and free of markings).
 - ii. For mattresses, box springs, linens, bedding, and clothing – new, never used material will be used to properly protect these items
 - iii. Filler materials are J. Barber approved (brown and white packing paper, bubble wrap and dolphin foam)
 - iv. Firearms are inspected to verify serial make, model and quantity. When available, guns are locked in gun safe. Firearms must be approved by ACU prior to move. Never identify on outside of the carton.
 - v. Books are packed together according to size, never more than two rows high.
 - vi. Dish packs for chinaware, glassware, crockery, lamps, clocks, vases etc. . . .

- vii. Linens, clothing, draperies and like items may be left in drawers, chests, dressers, or trunks unless deemed unsafe.
- viii. Rugs must be rolled (never folded) and wrapped in brown paper.
- ix. Plastic totes are safe for shipping but must be inspected to see if repacking is necessary and then wrapped in brown paper.
- x. Bicycles: loosen handle bars and lower at a right angle, swing downward and retighten. Do not remove or disassemble wheels and mechanisms from the frame. Remove pedals and secure to the edge forward of the seat post or above the back fender. Wrap it with protective wrapping and padding and place in carton, filling empty areas with filler to prevent movement.
- xi. Silverware, silver ornamentation, or brass will be wrapped in tarnish free tissue paper, wrapped individually, placed in top half of carton.
- xii. High value/high risk items will be packed in front of the shipper where security seal stickers and a separate High Value Inventory Sheet will be filled out.

III. Loading

- a. J. Barber will disassemble all items of personal property necessary to ensure safe delivery to destination. Shippers are responsible for disassembly of swing sets, other playground equipment, television and radio antennas, and other similar items.
- b. Security seals will be placed on boxes for all High Value Items at shipper's home, unless otherwise directed by ACU. Security seals numbers are placed on HHG inventory sheet.
- c. J. Barber will provide tarps for all containerized shipments to ensure proper protection from the elements.
- d. J. Barber will never tailgate items.
- e. An industry standard inventory sticker will be placed on all items to be moved out of residence.
- f. All shippers' household items will be documented on an inventory sheet notating any exceptions of damage or pre-existing conditions using symbols provided on the standard industry form. Crew leader and shipper must sign form prior to removal of items from home. For any discrepancies, the shipper will be allowed to notate on item inventory.
- g. Identify all electronics with make, model, serial number, and mechanical condition prior to removal from home. Internal components and software will not be covered due to not being able to identify validity of working condition. All electronics and motorized devices will be

designated as Mechanical Condition Unknown (MCU). Electronics specifics will be marked on the outside of the carton and on any inventory. Place this information on both the regular and the High Value/High Risk Inventory form and the Security Seals utilized.

- h. All furniture or oversized items that will not fit in an industry standard carton will be blanket wrapped or dolphin foam wrapped from proper protection or damage during transit or storage.
- i. After all items have been loaded, crew leader and member/shipper will do a final walk-through to make sure all items have been removed from the home.
- j. J. Barber crews will maintain a clean workplace throughout the day, removing all debris prior to leaving the residence.

IV. Tagging, Inventorying

- a. Inventory is legibly and accurately written on a household goods descriptive inventory with condition of item (if not in apparent good order). High Value Inventory sheets are filled out for any items deemed high monetary value. All forms are signed by preparer and shipper, with duplicates given to shipper at residence. Copies are given to ACU, driver, and warehouse (when in-storage is authorized).
- b. All tagging is done at shipper's residence, prior to removal from house. Each shipment is separately identified by a lot number, with care taken to not damage any article. Each carton has general contents and shipper's name, with a tag and inventory line item given on sheet. Inventory Symbols denoting "exception" or "location" are true and accurate.
- c. PRO rated items such as books (PB), papers (PP), and equipment (PE) are labeled, weighed, placed and identified separately in shipment.
- d. Identify any pre-existing damage and show it to the customer and note the PED on the inventory exception. (Be specific; generalized or exaggerated terms will not help with claims).
- e. Weigh PBP&E and note separately on the inventory (a bathroom scale or a platform-type scale for the separate weights of each carton. If no scale weight is available, provide it in 40 lbs. per cubic foot. Make sure the weight on inventory.
- f. Specify the color and full description for upholstered furniture and rugs. Be as specific as possible (i.e. Striped or floral, number of cushions, approximate size, the actual color, etc.)
- g. Label each page of the inventory with customer name, B/L number, origin, destination, tag colors, tag numbers, items, descriptive condition, and require the customer sign the form at the completion of the inventory process.

- h. Identify all electronics with make, model, and serial number on the outside of the carton and on any inventory.
 - i. Indicate the contents of the items left in the drawers of dressers or chests. If the drawers are empty, note this on the inventory (i.e. “chest of drawers – empty”).
 - j. List mopeds, motorcycles, automobiles, boats as one line item on the HHG inventory with the serial number, make, model, year, and odometer reading. Also use a vehicle inventory to visually show any pre-existing damage to the items.
 - k. Make sure all inventories and sheets are signed.
- V. **Appliance Servicing and Un-servicing;** When a 3rd party is required, J. Barber verifies authorization of the ACU prior to contacting specialist to disassemble any items of unusual nature. Access via www.csnsreload.com.
- VI. **Vehicles,** The Operations Manager (OM) determines the equipment (including vehicle, personnel, and supplies) needed to provide intrastate, interstate, international or local transportation of household goods and/or in-transit storage.
- VII. **Storage.** When personal property is removed from warehouse, two legible copies will be given and checked with storage foreman and shipper’s representative. Any discrepancies in condition, shortages or overages will be noted on a warehouse exception sheet with a photo reproduction placed in file.
- a. Identification – all inbound and outbound shipments have shipper’s name, BL #, call/lot #
 - b. Stored in Wooden Vaults 7’ X 7’ X 5’
 - c. Stored 4 in. from the floor
 - d. Do not touch exterior walls
 - e. If stacked loose, does not exceed 10 ft.
 - f. Up to date and accurate report of on hand storage available at all times.
 - g. Written notice given to ACU within one (1) business day of inbound shipment arrival
- VIII. **Inbound Storage Shipments,** all shipments inbound to J. Barber Moving & Storage, Inc. warehouse must have an itemized inventory condition sheet. All damages must be documented with exception sheets and signed off by delivering carrier and warehouse manager. Once conditions are notated, shipments are:
- a. Logged into our “Inbound On-Hand Report” through IBS and our network. A paper copy is also kept.

- b. Within 24 hours upon arrival, all shipments are cleared with the Authorized Contract User for the Commonwealth.
- IX. **Delivery**, shipper will be notified of upcoming delivery 24 hours prior to arrival. Upon arrival, crew does a walk-through with the customer/shipper to discuss the layout of the home, asking if there are any special considerations.
- a. All proper precautions are made in regards to protecting the shipper's home and property.
 - i. Floor and door protection
 - ii. Stairway/railing protection
 - b. All items in inventories are unloaded off truck and the shipper completes the itemized check-off from the original inventory.
 - c. After completion of unloading, all disassembled items by carrier are reassemble.
 - d. If 3rd party servicing is required, ACU must approve prior to service being provided.
- X. **Unpacking**, trained and qualified unpackers are sent to fulfill unpacking requirements, it is sometimes necessary to provide unpacking services the day after unloading based on the size of the shipment. Our General rule is, if it takes multiple days for packing and loading, then multiple days may be required for proper unloading and unpacking to customer satisfaction.
- a. One-time laying of rugs, assembling disassembled furniture, de-servicing appliances, and placing furniture (and like items)
 - b. All barrels, boxes, cartons, and crates are unpacked, with all packing materials removed same day
 - c. Placements of articles in cabinets, cupboards, and/or on shelving in kitchen
 - d. Record damage or loss on DD Form 1840
- XI. **Weighing Procedures:**
- a. J. Barber weighs all shipments on a certified scale.
 - b. We obtain tare weight prior to loading all shipments. All crates are weighed individually prior to loading. Upon arrival back to warehouse, we obtain a gross weight of HHG plus tare weight of containers. J. Barber obtains net weight by subtracting gross weight from tare weight.
 - c. No person is allowed on the vehicle during the weighing.
 - d. In instances of reweigh, the ACU and shipper are authorized to observe weighing of the shipment.

- e. Separate weight tickets are required for the tare and gross weights, except when using the same scale for both. The following minimum information will be required on the weight tickets.
 - i. Name and address of weigh station
 - ii. Date
 - iii. J. Barber Moving & Storage, Inc., label
 - iv. Van/trailer number
 - v. Name of property owner
 - vi. ACU given Call or Order Number
 - vii. Signature of weigh master
- f. ACU receives, in duplicate, certified weight tickets (with gross, tare and net weight) with applicable documentation. PRO rated items are weighed using platform type scales or given 40 lb. per cubic feet.

6. **For Local/Intercity Moves**, all specifics for the following procedures are listed above:

- I. Accept shipment
- II. Pre-move survey
- III. Packing, consolidated to customer's satisfaction
- IV. Loading, Blanket wrap all furniture items
- V. Delivery/Storage (if needed)
- VI. Unpacking
- VII. Reassembly
- VIII. Documentation signed

7. **Special Devices**, Calibration is performed yearly and maintained weekly. The Virginia Dept. of Agriculture supplies this service. VDAG is certified to perform calibrations traceable to recognized national Standards.

E. Customer Complaints and Claims(see Certificate of Insurance)

Responses to Customer complaints will be documented by letter or on forms required by the ACU. Responses will include cause of the condition, actions taken to prevent a future occurrence and effective date. For claims, prompt settlement is made directly to shipper or Commonwealth agency when our company is found liable. Because claims can be financially devastating to a carrier and agent, we believe that prevention is the best protocol. To ensure this, J. Barber Moving & Storage, Inc.:

- 1. Staffs quality personnel that meet Department of General Service's requirements.

2. Requires employees to maintain facilities and equipment in good working condition, free of defects that meet the minimum requirements set forth in the RFP, and to take all the necessary precautions to prevent loss and/or damages.
3. Prohibits the use of any alcohol, drugs, smoking, and profanity while on the job
4. Takes detailed descriptions on all inventories, including outbound and inbound.
5. In order to receive settlement, claims applicants must follow the guidelines below:
 - I. Claims must be filed within 70 days of final delivery.
 - II. Must meet minimum requirements, including delivery date, a detailed list of items lost, damaged and any other specific date detailing item acquisition age, description
 - III. Upon receipt of claim – written notification of the status of the claim or reason for delay of payment is given within five (5) business days, not to exceed ten (10) days
 - IV. Estimates for repair or replacements, when necessary, are completed within 2 business days and copies are given to owner and ACU.
 - V. All claims are processed in a timely manner within 30 business days. It is our intention to make sure the customer is satisfied with the final outcome of the claim settlement.
 - VI. Copy of claims are retained for at least (five) 5 years
6. Timeline is as follows:
 - I. At delivery: signed Delivery Docs
 - II. Within 70 days of delivery, owner submits damage claim
 - III. Settlement within 30 business days
7. To avoid time consuming claims matters;
 - I. Digital cameras are used at warehouse to document inbound shipments that have severe damage prior to unloading and/or unpacking.
 - II. Drivers are supplied cameras to document inbound shipments prior to loading.
 - III. Exception sheets filled out and signed promptly.

Insurance

- Please identify the insurance coverage provided and the cost associated with the move:
 - During move
 - Storage
 - Delivery

At any and all points during the moving process with J. Barber Moving & Storage, Inc. or National Van Lines, Inc. all household will have Full Value Protection up to \$75,000.00 with zero deductible at no charge to the Commonwealth Agency. To determine the appropriate value a calculation of \$6.00

per pound will be used. Example: 9000 lbs X \$6.00 per lb = \$54,000.00 Full Value Protection with zero deductible at no charge. See attached brochure for explanation of coverage. **(See negotiation letter below for change to FVP)**

- What is the liability coverage if your equipment or personnel damage the property?

All residences/property is surveyed and notated with customer supervision prior to movement of household goods and immediately after completion of movement of household goods at both origin and destination. See attached Residence Condition Inventory and Certificate of Insurance.

- When items are damaged, what is your preference for remedy - repair, replace or cash payout? Are options negotiable with customer? How long does it take for claims to be settled?

All options are negotiable to satisfy the customer and the Commonwealth Agency. It is in our best interest from a customer service stand point to keep all options available.

In order to receive settlement, claims applicants must follow the guide lines below:

- **Claims must be filed within 70 days of final delivery.**
- **Must meet minimum requirements, including delivery date, a detailed list of items lost, damaged and any other specific date detailing item acquisition age, description**
- **Upon receipt of claim – written notification of the status of the claim or reason for delay of payment is given within five (5) business days, not to exceed ten (10) days**
- **Estimates for repair or replacements, when necessary, are completed within 2 business days and copies given to owner and ACU.**
- **All claims are processed in a timely manner to within 30 business days. It is our intention to make sure the customer is satisfied with the final outcome of the claim settlement.**

Copy of claims are retained for at least (five) 5 years

- When and why would a shuttle service be required?

When it is physically impossible for the Transportation Service Provider (TSP) to perform pickup of the shipment at the origin address or to complete the delivery of the shipment at the destination address with normally assigned line haul equipment, Shuttle Service charges shall apply for additional pickup or delivery services requested by the shipper, subject to the provisions below.

Would placing boxes/cartons in the room the client desires be an additional charge? If so, how much?

No additional charge. This is basic service included in the Line-haul Transportation Charges.

Is removing items from the boxes cartons in the client's new home, within the desired room, an additional charge? If so, how much?

This service is covered under unpacking charges. Based on the scenarios this charge will be approx. \$4.68 cwt-Based on Destination Zip Code for interstate shipments and \$3.29 cwt-Based on Destination Zip Code for Intrastate shipments.

Price Schedule

Moving Services Pricing Proposal Form

Financial Component	Description or Comments	Included	Waived	Other Comments
Tariff Series	Interstate – NVL100 Intrastate – Virginia Tariff No. 17			
Tariff Exceptions	N/A			
Discount Structure (line haul)	63% Interstate			
Intrastate Discounts	55% Intrastate (See negotiation document)			
Small Shipment Charges			X	
Peak Season Rates			X	
Full Value Protection Valuation	Up to \$75,000.00 – Interstate (See negotiation document) Up to \$75,000.00 – Intrastate (See negotiation document)	No Deductible No Deductible		
Excess Valuation	\$4.00 per \$1,000 Interstate \$4.00 per \$1,000 Intrastate			
Insurance Surcharges	Applies			
Fuel Surcharge	Applies			

Financial Component	Description or Comments	Included	Waived	Other Comments
Storage in Transit	Interstate - 50% Discount if stored anywhere other than J. Barber Moving & Storage Interstate – 60% Discount if stored at J. Barber Van & Storage, Inc. Fredericksburg, VA Intrastate Virginia – 55% Discount (See negotiation document)			Storage, Warehouse handling, Delivery
Storage Time Periods (temporary and permanent)	0 – 180 Days – Temporary 180+ Days – Permanent			
Overtime and Weekend Rates	Apply-Interstate Waived-Intrastate			

Automobile Shipment	Flat Rate <i>See Schedule B on Page 3</i>			
Claims Settlement Service Charge	Not Applicable			
Time Period for Rate Commitment	Discount Level -Frozen for 3 Years			
Billing Cycle	30 Days			
Invoice Timing	Within 30 Days of Delivery			
Payment Terms	Net 30 Days			

Schedule B:

Flat Auto Rates: Rates below are all inclusive

Miles	Door-To-Door
1-500	\$805.00
501-1000	\$1075.00
1001-1500	\$1375.00
1501-2000	\$1575.00
2001-2500	\$1975.00
2501 and Over	\$2475.00

Storage in Transit(SIT) for Autos: Shall be charged at a rate of \$28.00 per day. Pick up or delivery between the warehouse and point of origin/destination shall be at a rate of Two Hundred (\$200.00) dollars.

Autos or boats of any kind may not be stored without written authorization from the Commonwealth agency ordering the move.

Full Value Protection for Autos: Full Value Protection at no cost to the Commonwealth and with no deductible for up to Thirty Thousand (\$30,000.00) Dollars of all combined autos within the shipment or particular move order.

Full Value Protection requested in excess of Thirty Thousand (\$30,000.00) Dollars of value shall be charged at Fifty Five (55) Cents per One Hundred(100) dollars requested.

What would be the cost for a SUV for same scenarios?

No additional charge from J. Barber or National Van Lines

Is the cost for children's play sets, hot tubs, boats a flat fee or is there an additional man hour charge associated with your quoted prices and a minimum number of hours?

Children's Play Set's and Hot Tubs have a flat fee of \$66.80 for both Interstate and Intrastate moves.

Boats must have a weight additive to the Actual overall net weight of the shipment based on the tariff regulations set forth by FMCSA and the Commonwealth of Virginia DMV. Below are the set weight additives.

Boats <14' weight additive 700 lbs

Boats >14' weight additive 2500 lbs

***See Negotiated Changes in the signed letter on next page**

Below are the changes and/or agreements made after the original proposal was submitted to "The Commonwealth". Anything not listed is included in the original proposal and is based on tariff pricing and agreed discount levels for both J . Barber Moving & Storage, Inc. and National Van Lines, Inc.

- 1) There will be no additional charge for placing items or boxes/cartons in the room the client desires.
- 2) J. Barber Moving & Storage, Inc. and National Van Lines, Inc. agree to provide Full Value Protection up to \$100,000.00 with zero (0) deductible at no charge to "The Commonwealth".
- 3) J. Barber Moving & Storage, Inc. and National Van Lines agree to offer a debris pickup up to thirty (30) days after delivery at a rate of \$75.00 per pick up approved by "The Commonwealth".
- 4) J. Barber Moving & Storage, Inc. and National Van Lines, Inc. agree to provide **weekend** packing/pickup and **weekend** delivery/unpacking at regular rates. "Holidays" are excluded from this exception and will be performed based on tariff pricing.
- 5) There will be no additional charge for a SUV when calculating the charges for a "Flat Rate Auto".
- 6) J. Barber Moving & Storage, Inc. will perform Intra-state moves at a 56% discount for both transportation charges and Storage in Transit (SIT).

Signed By

**Jeffrey Barber
President**

**J. Barber Moving & Storage, Inc.
Agent for National Van Lines, Inc.
July 2, 2013**

6. GENERAL TERMS AND CONDITIONS

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

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

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

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

I. CLARIFICATION OF TERMS: If any prospective (bidder/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.

J. PAYMENT TO PRIME CONTRACTOR: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment: The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTIDISCRIMINATION, 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: 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: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

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

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

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

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/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: 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: 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. **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.)

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: 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.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees

and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION: 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: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet 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, 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.

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.

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

BB. BUSINESS AUTHORIZATION: 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.

7. SPECIAL TERMS AND CONDITIONS

1. **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.
2. **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.
3. **CONTRACTOR'S EMPLOYEES**: The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the project any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor. While on the work site, all individuals performing this work shall be identifiable as employees of the Contractor.
4. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
5. **SAFETY**: The provisions of all rules and regulations governing safety as adopted by the Safety Codes Board of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this Contract.
6. **RENEWAL OF CONTRACT**: This contract may be renewed by the Commonwealth for two successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index.

Commodity and Service Group, Transportation Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Consumer Price Index, Commodity and Service Group, Transportation Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

7. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in multiple purchase order(s) 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, 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. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

8. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
9. **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.***
10. 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 **Bank of America (BOA) Visa Purchasing Card** is indicated below.

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 **Bank of America (BOA) Visa Purchasing Card**.

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

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

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

12. 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.

The End