



**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 12, 2013 through April 30, 2016
3	SUPERCEDES:	E194-524
4	AUTHORIZED USERS:	State Agencies, Institutions, & Other Public Bodies
5	CONTRACTOR'S eVA VENDOR ID#:	C15054
6	CONTRACTOR / VENDOR	Kloke Transfer (S)
7	CONTRACTOR CONTACT	Donna Erickson 866-666-7679
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.

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1. CONTRACTOR / VENDOR INFORMATION

Contractor Name	eVA Vendor ID#	Location Address(es)	Contact Information (Name, Phone, Fax and Email)
Kloke Transfer (S)	C15054	1855 Boulevard West Richmond, VA 23230	Donna Erickson Relocation Manager Direct Line: 866-666-7679 Office: 540-373-7666 Cell: 540-287-8109

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 Movers
Mayflower Transit Tariff 400-N

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 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

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.

As the national carrier, Mayflower Transit agrees to provide interstate transportation of household goods and intrastate transportation for intrastate shipments between points within the state(s) of Texas, and Florida, and through its agents' intrastate operating authority, between points in other states that allow application of these terms and conditions by the agents.

We are able to provide international transportation on a case by case basis through UniGroup Worldwide.

The Kloke Group, an agent for Mayflower Transit, agrees to provide intrastate and local transportation, to and from all points within the state of Virginia.

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.

The Kloke Group agrees to these terms.

c. The Contractor shall provide an estimate to the employee of the Commonwealth prior to final move arrangements and to the Authorized Contract User.

The Kloke Group agrees to provide an estimate to the employee or retiree, as well as the Commonwealths agency prior to final move arrangements. A binding, not-to-exceed estimate will be provided when requested.

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.

The Kloke Group agrees to these terms.

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.

As a quality agent for Mayflower Transit, we realize that quality service is a by-product of a positive work attitude towards service to the public, a positive feeling about one's job and the company, an effective training program and a continuous series of performance evaluations, including customer feedback.

Each applicant must demonstrate the ability to read and write the English language. Each applicant is interviewed and required to sign a release for drug and alcohol screening; a pre-employment screening is also required. References and criminal records are checked and must comply with the standards set by Mayflower Transit, which is among the highest standard in the industry. All drivers must meet stringent requirements under DOT and Federal Motor Carrier Regulations. Further, all driver records are forwarded to our insurance provider for review and approval

The Kloke Group employs two full-time quality control people who conducts mandatory classroom training sessions prior to on-the-job training. In addition to the training required by Mayflower Transit on how to pack and properly handle furniture, basic training on personal conduct and courtesy in customer's homes is also provided. Proper uniforms and appearance of our personnel is mandatory.

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.

The Kloke Group agrees to these terms. The contract shall be extended to all retirees and designated employees of the Commonwealth.

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.

QUALITY PROCESS

Mayflower's quality program is structured using its Five Step Quality Process, which is based on elements of the Baldrige Award template. The goal of the process is to continually improve service quality delivered to our customer. Mayflower's quality program involves the customer, the agents, and Headquarters employees in the quality improvement process. Our Five Step Quality Process is uniquely tailored to the challenges in the domestic household goods moving industry. Following are the components of our Five Step Quality Process:

- Customer Pledge – defines what the customer can and should expect from UniGroup
- Standards of Performance – specifies what is expected of each of the service providers in order to achieve the high level of customer satisfaction expected
- Measurement – accomplished via a Customer Service Survey
- Training and Development – offers the agency family and Headquarters personnel one of the most extensive arrays of professional training and development programs in the household goods moving industry today

- Rewards and Recognition – publicly recognizes those agents whose quality ratings support the spirit and letter of the Standards of Performance

The net result is added motivation for quality award winners to sustain their positive momentum and to serve as benchmarks for “best practices.”

Mayflower’s quality management system is ISO 9001:2008 certified. A condition for obtaining and maintaining certification is that our quality system be audited through internal and external audits on a periodic basis. An internal audit program routinely confirms our quality system for compliance to requirements. National Quality Assurance, our selected Registrar, maintains a 3-day audit schedule per year to ensure the system is compliant to ISO 9001.

The Quality Measurement group presents to the monitoring entities the percent of agents in compliance with each Standard, the Standard Averages, and the trends of these metrics. Agents that are consistently missing a number of the Standards are placed on Mayflower’s Agency Development assist list. Agency Development partners with these agents to identify areas of weakness and assist them in the development of action plans for improvement. The consequences of consistent nonconformance are probation, and if no improvements have been made, eventually termination from our agency family.

Quality Benchmarks

Mayflower’s quality benchmarks are the Ten Standards of Performance covering a wide range of service issues measured by the customer as well as Safety and Claims incidence/severity which are measured internally. Standard levels of compliance are established for each of our Standards. Each Mayflower agent’s objective is to be at least “Meeting” all Standards of Performance.

Service Quality

Service Quality performance is measured on a continuous and frequent basis as a result of the Customer Service Survey and internal ratings. Agency, role and individual performance is benchmarked and evaluated on an ongoing basis for the sole purpose of identifying and reacting to opportunities that will allow Mayflower to better serve its customer. Agencies receive timely feedback in the form of weekly returned surveys and monthly Summary Reports via an Intranet Reporting system. Three times per year the Customer Service Survey (CSS) scores are summarized and presented in a comprehensive question-by-question, colonized, graphical report. The CSS 4-Month Report contains each individual agent’s summarized survey results, along with internal measurements of safety, claims, and revenue distribution. These items ultimately comprise the Standard of Performance ratings. The Standards data is a rolling 12 months of ratings in order to establish reliable and statistically valid results.

Standards Improvement Plan

A Mayflower Agent that consistently does not meet the minimum Standards is placed on a Standards Improvement Plan. An agent placed on a Standards Improvement Plan must meet with the Agency Development/Operations Department to identify areas of improvement, strategize their improvement efforts, define an implementation plan and commit to raise performance during a specified time frame. Agencies unable to make improvements during the specified time frame are presented to the Board of Directors for potential termination.

QUALITY MEASUREMENT

Mayflower’s written, comprehensive Customer Service Survey asks our customers to grade us on how effectively we serve them. Agency role and individual performance is benchmarked and

evaluated on an ongoing basis for the sole purpose of identifying and reacting to opportunities that will allow Mayflower to better serve our customers. Agents receive timely feedback in the form of weekly returned surveys and monthly Summary Reports via an Intranet Reporting system. Our Customer Surveys are also available for transferees to complete online if they prefer.

Once the survey is completed, it is returned to an independent third party market research firm who tallies the customer feedback and compiles the responses into a performance database. Agency role and individual performance is bench marked and evaluated on an ongoing basis for the sole purpose of identifying and reacting to opportunities that will allow Mayflower to better serve our customers. Survey feedback is provided to each Mayflower agent involved in the move and shared with World Headquarters utilizing a state-of-the-art reporting system that is available via our Internet, 24 hours a day, 7 days a week. Agents use the timely customer feedback to identify strong performance areas where recognition can be used as a positive reinforcement; as well as improvement opportunities where process improvement actions, individual counseling and training can be employed to ensure that our customers receive the smoothest move possible.

Mayflower's training and certification program is set forth in our response to Section C – Contents of Proposal herein

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.

A daily task list is generated by move management software that reminds and requires the relocation manager to perform the following tasks for each relocation.

- ✓ Confirm order to ensure they're within transit guidelines
- ✓ Call customer to confirm all information
- ✓ Send confirmation letter to customer
- ✓ Check with Van Line to confirm registration of order
- ✓ Confirm van assignment
- ✓ Call customer to confirm pack date
- ✓ Call customer to confirm load date
- ✓ Check delivery ETA
- ✓ Verify delivery of shipment
- ✓ Call customer to advise of delivery and review customer survey
- ✓ Generate Thank You Letter

Interstate shipments can be tracked at any time by visiting the Mayflower website at www.mayflower.com or by calling the relocation manager on a dedicated 800 number. Intrastate and local shipments can be tracked by contacting the relocation manager.

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.

CUSTOMIZED INTERNET PORTAL:

Mayflower Transit has created a Web-based portal management tool that allows more control over your household goods and/or special products moves – from the beginning until the end of the

process. This secure site combines billing and claim reports, shipment tracking and mileage guides, all in one convenient place. From the moment the shipment is registered, you have real-time Internet access to all the information you need – and the ability to create reports personalized to your needs. After the shipment is delivered, the data is stored so you can have access to all your shipment data. Simply log on to www.mayflowertransit.com to control and oversee your own business activity.

Billing Reports

Mayflower's simple-to-use reporting system gives you access to the specific information you require to create reports or import into other programs.

- 83 fields of data available
- Build personalized reports
- Information updated daily
- Download information to spreadsheet format
- Archived data available

Claims Reports

Mayflower's online reporting system allows you to track claim information and process existing household goods claims. Another added convenience is that claims can be filed and status inquiries can be made online.

- 12 fields of data available
- Create reports tailored to your needs
- Download information to spreadsheet format
- File claims online
- Make status inquiries

Track Your Shipment

Mayflower provides real-time updates of in-transit shipments status. By accessing the "Track Your Shipment" link, the latest information, down to individual pieces, is available at your fingertips.

- Detailed report available
- Summary report available
- Hourly updates to information
- Proof-of-delivery signatures can be viewed
- Piece-level tracking and electronic inventories available

Mileage Guide

Want to know the distance of a move? The "Mileage Guide" will show you the mileage between the origin city/state and the destination city/state.

Mayflower Transit's Web portal is not just an impressive technology system. It is a true solution to your reporting needs. Access to your information is available 24 hours a day, seven days a week, and is always up-to-date. So when you need an answer, it is right at your fingertips.

Benefits

- Comprehensive information selection
- Real-time data
- Build your own report with the information you need most
- Report information can be easily combined with other data or graphs
- Access proof of signature

- Trace a particular piece or the entire shipment
- Faster response time/ongoing status.

To guide you through the system, a comprehensive user-guide is available. For more information, contact your current Mayflower Transit agent.

Monthly / Quarterly Reports:

Besides the real-time, customized reports that can be generated through the Internet Portal, Mayflower can produce customized monthly / quarterly reports. Mayflower Transit's Transportation Performance Report reflects the net charges after the applicable discount and the savings on shipments billed during the reporting period (monthly or quarterly).

The multiple columnar headings identify the respective types of data provided, as follows:

- Order Number
- Shipper's name
- Purchase order number, if available
- Load Date and Delivery Date (requested and actual)
- Weight
- Miles
- Transportation charges
- Packing, Unpacking, and Containers
- Storage-in-Transit
- Valuation charges, if any
- Third Party Services
- Other accessorial charges
- Total Net Charges

The information is broken down by the corporate subsidiary or division involved with a contract total page that recaps the overall volume and shows the average per shipment for transportation charges, total charges, weight, miles, and average transportation charges per mile and per hundred weight.

Mayflower has the ability to provide our national accounts with on-line computer access to virtually any type of report requested. These reports can be developed in QMF by our Marketing or I/S Department. Any custom report can be provided directly to the account whenever needed.

An alternative approach is for the reports to be provided at night and sent to the account using electronic mail. This process is simple and effective. It allows the account to obtain the reports as they are processed based on agreed reporting schedules.

Mayflower has a powerful reporting system that allows us to tailor reports to meet the needs of our customers rather than offering a general reporting process for all accounts. Our unique reporting capability allows us to provide each customer with "custom reports."

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.

Mayflower's liability for loss or damage to goods being transported pursuant to this Agreement shall be determined in accordance with the relevant provisions of the referenced tariffs, modified as

provided in this item, and shall be subject to 49 U.S.C. § 14706 and Part 370 of Title 49 of the Code of Federal Regulations, or any successor thereto.

Household Goods:

Carrier's liability on an item-by-item basis (excluding Extraordinary Value Items) shall be Full Value Protection, which means that for any items lost or damaged while in Carrier's custody, Carrier will, at its option, either: (a) repair; (b) replace with like-kind; or (c) pay the cash equivalent cost to repair or the replacement value of such item. For loss or damage to Extraordinary Value Items (an Extraordinary Value Item shall mean an item whose value exceeds \$100.00 per pound per article based upon actual weight), Carrier's liability shall be limited to \$100.00 per pound per article, unless such items are disclosed in writing to Carrier by Shipper or Shipper's employee prior to loading. Carrier shall provide Shipper or Shipper's employee with Carrier's High Value Inventory Form for the purpose of making such disclosure. Disclosure of Extraordinary Value Items to Carrier on the High Value Inventory Form shall not change Carrier's maximum liability for the shipment as set forth below. Carrier's liability shall be further governed in accordance with Item 3 – Released and Declared Shipment Value of Tariff 400-N.

Carrier's maximum liability for loss or damage to any and all items in a shipment shall be the lesser of \$6.00 per pound times the actual weight of the shipment or \$100,000.

There shall be no charge for Carrier to assume this level of liability.

Shipper may increase the level of Carrier's maximum liability set forth above by declaring such additional amount on the Bill of Lading and paying charges for such additional amount equal to \$.40 per \$100.00 declared above Carrier's maximum liability level.

Pairs & Sets.

Carrier's Full Value Protection will include coverage for loss or damage to household goods when part of a pair or set. If a lost item is part of a pair or set that cannot be matched, then Carrier will either: (a) pay the replacement value of the pair or set; or (b) replace the pair or set. If a damaged item of a pair or set can be repaired or replaced, and will match the other item(s) in the pair or set, then the Carrier has the option to repair or replace the item and is not required to replace the entire pair or set. The Carrier has the right to salvage any pair or set for which a replacement value cash settlement is made, or to salvage the pair or set if the pair or set is replaced.

Mechanical.

Carrier agrees to accept responsibility for the repair of electronics and appliances proven damaged during transit and/or storage regardless of external damage (or lack thereof) provided the item(s) in question are examined by a qualified electronics expert and that the claimed damage is professionally determined to have been caused by Carrier mishandling and not due to normal road vibration or inherent vice which are beyond the Carrier's control. This item does not apply to motorized vehicles of every description and watercraft of every description. This coverage does not extend to pre-existing conditions and/or normal maintenance and cleaning.

k. The Offeror shall outline its claims handling procedure, including the communications that will take place throughout the process.

The move coordinator is in constant contact with the employee, so we are immediately aware of any loss or damage due to the move. We are able to respond to claims instantly.

The transferee may file his or her claim with the booking agent or with Mayflower Transit Headquarters. The claim should: (1) be in writing and identify the goods that are damaged; (2) provide a description of the damage or loss; and (3) request a specific or determinable amount of money for each item.

The transferee may utilize the standard "Presentation for Loss and Damage" form, or as an alternative, a customer can complete our on-line claim form at our website, www.mayflowertransit.com. Customers can access the website and register a claim directly with Mayflower Headquarters Claims Department 24-hours a day simply by entering their order for service number and their last name. As soon as the claim is submitted, an e-mail notification with a link to the claim is sent to the appropriate Claims staff member. The claim is then printed and processed using the same procedure as a written claim described below.

Upon receipt of the claim, it will be assigned to an adjuster for handling. Mayflower must receive it no later than nine months from the date of delivery. If items are claimed as missing, a trace may be initiated to locate the items. If items are claimed as damaged, the adjuster may authorize an inspection of the items to determine transit-related damage. The inspection report is provided to the adjuster to assist in determining proper settlement.

Delivery documents are obtained so that the adjuster can review them for all claims related information such as items tendered to the carrier, pre-existing conditions, exceptions taken by the transferee, etc. When necessary, the adjuster will contact the transferee or other parties involved to obtain needed information. Once all relevant information and documentation is gathered, the adjuster will determine the appropriate settlement. This settlement will be provided to the customer in writing.

In the case of a dispute regarding the settlement of a claim, the transferee has two (2) years and one (1) day to contest the settlement. If Mayflower is unable to resolve the claim to the transferee's satisfaction, the claim may be settled via arbitration through the American Moving and Storage Dispute Settlement Program.

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.

Refer to attached ICC Cer23224tificate.

m. The Offeror shall show how the cost of transporting Automobile(s) will be determined.

Auto rates are based on the distance and service level chosen by the customer. There are three service levels; they are all door-to-door service. These charges are subject to a motor vehicle discount. Accessorial charges such as an Oversize Vehicle charge for truck based SUVs, vans, and trucks are not subject to discount. A fuel surcharge also applies on the discounted transportation rate.

Motor vehicles moving between points within the United States (excluding AK and HI) and moving between the United States (excluding AK and HI) and Canada will be transported under the terms

of the Carrier's UVLN 417-E motor vehicle tariff. The transportation charges in referenced Tariff UVLN 417-E under Sections 3, 4, or 5 shall be reduced by 20% for shipments transported within the United States (excluding AK and HI). The transportation charges in referenced Tariff UVLN 417-E under Section 7 shall be full tariff rates for shipments transported between the United States (excluding AK and HI) and Canada. All accessorials shall apply per the applicable tariff rates and are not subject to a reduction.

- **Mayflower's Continuous Quality Improvement Program**, which is based on a five-step "Quality Service Process." From proven, standardized packing and loading techniques to the mastery of 160 skills associated with the moving process, our Quality Labor training system is one of the most comprehensive programs in the moving industry.
- **On Point Preferred** – Mayflower understands the potential complications that employees may experience when relocating. We have developed value-added packages that provide an added level of service and protection to each move. These simple solutions will make each move easier and less stressful.
- **Containerization** – UniGroup has been progressive in its development and implementation of a comprehensive, full-service containerization business model. It provides customers a cost effective application that blends full-service packing and unpacking into a secure container versus traditional full-service van transportation. UniGroup is the only transportation company offering this unique approach to handling the wide range of our customers' moving needs.

Describe the types of packing boxes to be furnished by your company.

Dishpacks
Book Cartons
1.5 cubic cartons
3.0 cubic cartons
4.5 cubic cartons
6.0 cubic cartons
Wardrobe Cartons
Mirror Cartons
Customized Crating

Describe the Offeror's plan for customer service, including, but not limited to:

- Capability of analyzing relocation request and making recommendations
- Effective procedures for complaint resolution
- Emergency service to include weekends and holiday

It is the job of the relocation coordinator to personally consult with the transferee in order to ensure every need is met and to address any concerns regarding the cost of the relocation or the process in which it will be executed. We understand that many employees are working within an allowance or budget so we take the time to discuss ways of eliminating or reducing charges when possible to do so.

Communication is the key ingredient to a successful relocation. We encourage each of our customers to contact us immediately if they feel that they wouldn't be able to give us nothing but the highest rating on our customer survey through each segment of the move.

Our coordinator is in constant communication with the customer and they are provided with an 800 number where they can reach a live person at any time to include weekends and holidays.

Insurance

Household Goods:

Carrier's liability on an item-by-item basis (excluding Extraordinary Value Items) shall be Full Value Protection, which means that for any items lost or damaged while in Carrier's custody, Carrier will, at its option, either: (a) repair; (b) replace with like-kind; or (c) pay the cash equivalent cost to repair or the replacement value of such item. For loss or damage to Extraordinary Value Items (an Extraordinary Value Item shall mean an item whose value exceeds \$100.00 per pound per article based upon actual weight), Carrier's liability shall be limited to \$100.00 per pound per article, unless such items are disclosed in writing to Carrier by Shipper or Shipper's employee prior to loading. Carrier shall provide Shipper or Shipper's employee with Carrier's High Value Inventory Form for the purpose of making such disclosure. Disclosure of Extraordinary Value Items to Carrier on the High Value Inventory Form shall not change Carrier's maximum liability for the shipment as set forth below. Carrier's liability shall be further governed in accordance with Item 3 – Released and Declared Shipment Value of Tariff 400-N.

Carrier's maximum liability for loss or damage to any and all items in a shipment shall be the lesser of \$6.00 per pound times the actual weight of the shipment or \$100,000.

There shall be no charge for Carrier to assume this level of liability.

Shipper may increase the level of Carrier's maximum liability set forth above by declaring such additional amount on the Bill of Lading and paying charges for such additional amount equal to \$.40 per \$100.00 declared above Carrier's maximum liability level.

Pairs & Sets.

Carrier's Full Value Protection will include coverage for loss or damage to household goods when part of a pair or set. If a lost item is part of a pair or set that cannot be matched, then Carrier will either: (a) pay the replacement value of the pair or set; or (b) replace the pair or set. If a damaged item of a pair or set can be repaired or replaced, and will match the other item(s) in the pair or set, then the Carrier has the option to repair or replace the item and is not required to replace the entire pair or set. The Carrier has the right to salvage any pair or set for which a replacement value cash settlement is made, or to salvage the pair or set if the pair or set is replaced.

Mechanical.

Carrier agrees to accept responsibility for the repair of electronics and appliances proven damaged during transit and/or storage regardless of external damage (or lack thereof) provided the item(s) in question are examined by a qualified electronics expert and that the claimed damage is professionally determined to have been caused by Carrier mishandling and not due to normal road vibration or inherent vice which are beyond the Carrier's control. This item does not apply to motorized vehicles of every description and watercraft of every description. This coverage does not extend to pre-existing conditions and/or normal maintenance.

Automobiles

Mayflower has several options to move automobiles depending on the service parameters. Mayflower has three levels of service for standard automobiles and trucks. They range from first class to economy service. Motor Vehicles that move under the standard options are normally moved at the Carriers discretion either in the household goods van or via car carriers (organic or third party). This allows Mayflower the opportunity to pick the carrier that will deliver the motor vehicle the quickest. All motor vehicles are covered by Mayflower's tariff and valuation coverage even when moved via a third party. All third parties must pass our quality standards review prior to transporting motor vehicles for Mayflower. They must also perform all normal Mayflower procedures and functions. In the summer months approximately 45% of the motor vehicles move in the household goods van and the remainder goes on car carriers. During the rest of the year approximately 55% of motor vehicles move in the household goods van. Special requirements for antiques and high value cars are handled by special equipment.

As the customer, Mayflower can accommodate your needs for movement either in van or on car carriers. Mayflower can also accommodate special requirements on a case by case basis.

Pets and Plants

Due to their inherent nature, we are unable to transport pets or plants. However, there are many companies that specialize in this type of transportation service and we will be happy to refer your employees to these organizations on a move-by-move basis.

Expert Packing

Use of General Cartons & Labeling

Required Methods:

- 1.5 carton is used for small heavy items such as books, records, canned goods, etc.
- 6 points to proper labeling
 - 1) Customer name
 - 2) Order #
 - 3) Room location
 - 4) Contents description
 - 5) Special Instructions
 - 6) Packers' initials
- Write legibly when labeling.
- Write specific labels.
- Label on the side of the carton, not the top.

Preferred Methods:

- 3.0 carton is used for pots and pans, Tupperware, small appliances, shoes, linens, and small lamp shades.
- 4.5 carton is used for bulky articles such as bed linens, pillows, toys, large lamp shades, and large artificial plants.
- 6.0 carton is used for large comforters, large pillows, and sofa cushions.

Basic Wrapping

Required Methods:

- Operational Standard of note: "Safety Seal" protective wrapping of all upholstered items except leather and vinyl.
- Rubber bands are not used on overstuffed furniture, upholstery or leather, except on sofa skirts.
- Never use tape on glass or finished surfaces.
- Operational Standard of note: furniture is padded and unpadded in the residence.
- Cover all areas completely when wrapping an item.

- Use clean pads and wash hands before handling overstuffed furniture.

Preferred Methods:

- Moving pads are used on wooden furniture, overstuffed Safety Sealed items, and appliances.
- Space savers are used on fragile wood items where a moving pad is too heavy.
- Skins are used on floor lamps and fireplace tools, metal bed frames, and skis.
- Burlap is used on lawn and garden tools, auto parts, and barbecue equipment.
- Paper pads are used on international shipments.
- Wrapping techniques can vary as long as all areas are covered completely.

Wrapping Special Items

Required Methods:

- Cover all surfaces when wrapping.
- Rugs are rolled, not bent or folded.
- Use two people to wrap large rugs.
- Don't use bare hands when handling brass or chrome items.
- Remove all glass shelves from furniture.
- Use masking tape with "Glass" written on it to indicate glass items.
- Wear gloves when handling brass or chrome items.

Fragile Items

Fragile items may be crated, pad wrapped, or bubble wrapped, along with the use of crumpled, unprinted newspaper to provide additional padding. Special cartons are available for glassware, dishes, pictures and mirrors. Specially made crates can also be used to secure and ship fragile items and antiques. Estimated charges for all items are provided to the transferee at the pre move survey. Upholstered furniture is plastic wrapped to prevent staining and wooden furniture is usually wrapped with quilted pads.

*** PRICING SCHEDULE:**

1. Packing/Loading services No separate Unpacking/Unloading services

Interstate Packing and unpacking charges are subject to the 68% bottomline discount being offered.

Packed by carrier includes the cartons and the labor. Packing is based on the Origin Cost Level and unpacking is based on the Destination Cost Level. These charges are subject to discount.

There are no separate loading charges. Loading is included in the linehaul transportation charge which is subject to the 68% bottomline discount.

Intrastate 45% Discount

2. Appliance servicing (disconnect, preparation for transport, and reconnect)

Disconnecting and reconnecting are performed by Third Party Service Providers. The Origin and Destination Service per hundred weight charges include stabilizing, loading and unloading of the appliance. These charges are subject to discount.

3. **Extra pickup and delivery** A flat fee charge will apply for each additional pickup or delivery. In addition, the transportation charge is based on the total distance from origin to destination via any stop-off points. These charges are subject to discount.

4. **Short term storage or in-transit storage** in the event new housing is not immediately available Mayflower Exception Item 1301 extends the SIT (Storage In Transit) period from 90 to 180 days. Unless specifically requested, SIT occurs either at origin or destination. There are three SIT charges: 1) a per hundredweight rate for the first day of storage that includes the placing of the goods into the warehouse; 2) a per hundredweight rate that applies on a per each additional day basis after the first day; 3) a flat Pickup or Delivery fee, based on the Cost Level where the service is provided and the actual weight of the shipment (or portion thereof) that is placed into or removed from storage. This flat charge applies when the distance between the storage facility and the pickup or delivery location is up to 50 miles. These charges are subject to the SIT discount. The fuel surcharge also applies to the (net) Delivery fee.

Mayflower will provide a 60% discount off all storage-in-transit related charges. Free Full Value Protection coverage shall be extended to shipments that are in storage-in-transit.

5. **Transportation services**

Interstate

For shipments within the United States (excluding AK & HI), the charges for all transportation and additional services in the referenced Tariff HGB 400-N/104-G shall apply. These rates and charges shall be reduced by 68%.

Intrastate All shipments moving within the state of Virginia will be reduced by 45%.

6. **Tariff Rates**

Interstate

Mayflower will provide a 68% discount off Tariff 400-N. The transportation charge is based on the shipment's weight and distance (i.e. zip zone to zip zone) transported, including the distance resulting from extra pickups and/or deliveries, including any weight additives.

Intrastate 45% reduction of off VA State Tariff

7. **Insurance provided by the Offeror for employee's household goods**

Interstate

Mayflower's liability for loss or damage to goods being transported pursuant to this Agreement shall be determined in accordance with the relevant provisions of the referenced tariffs, modified as provided in this item, and shall be subject to 49 U.S.C. § 14706 and Part 370 of Title 49 of the Code of Federal Regulations, or any successor thereto.

Household Goods:

Carrier's liability on an item-by-item basis (excluding Extraordinary Value Items) shall be Full Value Protection, which means that for any items lost or damaged while in Carrier's custody, Carrier will, at its option, either: (a) repair; (b) replace with like-kind; or (c) pay the cash equivalent cost to repair or the replacement value of such item. For loss or damage to Extraordinary Value Items (an Extraordinary Value Item shall mean an item whose value exceeds \$100.00 per pound per article based upon actual weight), Carrier's liability shall be limited to \$100.00 per pound per article, unless such items are disclosed in writing to Carrier by Shipper or Shipper's employee prior to loading. Carrier shall provide Shipper or Shipper's employee with Carrier's High Value Inventory Form for the purpose of making such disclosure. Disclosure of Extraordinary Value Items to Carrier on the High Value Inventory Form shall not change Carrier's maximum liability for the shipment as set forth below. Carrier's liability shall be further governed in accordance with Item 3 – Released and Declared Shipment Value of Tariff 400-N.

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Pairs & Sets. Carrier's Full Value Protection will include coverage for loss or damage to household goods when part of a pair or set. If a lost item is part of a pair or set that cannot be matched, then Carrier will either: (a) pay the replacement value of the pair or set; or (b) replace the pair or set. If a damaged item of a pair or set can be repaired or replaced, and will match the other item(s) in the pair or set, then the Carrier has the option to repair or replace the item and is not required to replace the entire pair or set. The Carrier has the right to salvage any pair or set for which a replacement value cash settlement is made, or to salvage the pair or set if the pair or set is replaced.

Mechanical. Carrier agrees to accept responsibility for the repair of electronics and appliances proven damaged during transit and/or storage regardless of external damage (or lack thereof) provided the item(s) in question are examined by a qualified electronics expert and that the claimed damage is professionally determined to have been caused by Carrier mishandling and not due to normal road vibration or inherent vice which are beyond the Carrier's control. This item does not apply to motorized vehicles of every description and watercraft of every description. This coverage does not extend to pre-existing conditions and/or normal maintenance.

Intrastate

.60 per lb. per article included

Full Value Protection available at \$3.50 per \$1000.00 of coverage

8. Any other relevant fees

Motor Vehicle Transportation

Motor vehicles moving between points within the United States (excluding Alaska and Hawaii) and moving between the United States (excluding Alaska and Hawaii) and Canada will be transported under the terms of the Carrier's AERM 403-A motor vehicle tariff. Carrier shall provide a 20%

reduction to the transportation rates on Sections 3, 4 and 5 for domestic shipments. Full tariff rates shall apply to the transportation rates on Section 7 for shipments to and from Canada. All accessorial shall apply per the applicable tariff rates and are not subject to a reduction.

Seasonal Rate Adjustment. Carrier's compensation will **not** include the May 15 to October 1 Peak Season Adjustment found in the Referenced Tariff(s) 400-N/104-G.

Fuel Related Price Adjustment. Item 16 – Fuel Cost Price Adjustment of Carrier's referenced Tariffs HGB 400-N and UVLN 417-E shall be applicable to this Agreement. The Fuel Surcharge will apply on all discounted charges for transportation, including pick-up and/or delivery charges for Storage-In-Transit.

Insurance Related Surcharge. The 4% Insurance Related General Increase of Carrier's referenced Tariff HGB 400-N/104-G shall be **waived**.

Debris removal. United agrees to provide free debris removal at the time of delivery plus an additional debris removal within thirty days of delivery at no charge. Any additional debris removals shall be capped at \$150.00. (See following document of negotiation signed by contractor for change to debris removal)

Bulky Articles. There is a flat fee for the handling of specific items noted in Item 130 of Tariff 400-N. Examples of Bulky Articles include but are not limited to, riding lawn mowers, jet skis, pop-up trailers, pianos. Bulky article fees are subject to discount. Some larger items, that take up more cubic feet than they weigh, are listed as Weight Additives. Examples of weight additives include, but are not limited to, boats and sailboats that are less than 14 feet (700 pound weight additive), boats and sailboats that are 14 ft and over in length (2500 pounds), jet skis/rowboats/kayaks that are 14 feet and over (700 pounds), and a hot tub/whirlpool (700 pounds). A weight additive is added to the actual weight of the shipment for purpose of determining the Transportation charge.

Elevator transport/stair carry. Included in the Origin and Destination Service Charges, a per cwt rate based on the service area (zip). These charges are subject to discount.

Excessive distance carry/shuttles. Excessive or long carry service is included in the Origin and Destination Service Charges (per cwt). Shuttle Service is provided when our normal interstate equipment is unable to access the residence and the goods must be shuttled on a smaller piece of equipment between the residence and the over-the-road van. These charges are subject to discount.

Additional Informational Items

Would placing boxes/cartons in the room the client desires be an additional charge? If so, how much? **There is no extra charge for putting cartons in a designated room. This is part of a standard delivery.**

Will Kloke offer debris pickup after delivery day at \$75 for up to thirty days? **Kloke will accept a \$75 debris pickup charge for up to 30 days after delivery**

Moving additional items such as playsets states a two hour minimum. Would Kloke accept a one hour minimum? **Kloke will accept a one hour minimum for extra labor.**

If a car is put on a van – what is the CWT price? Are the Auto scenario prices based on carrying cars on a van? Is this the same as a carrier cost? The charges for auto transport are based off of mileage. To move an auto in the van there is a \$400 charge in addition to the normal rates outlined below which apply to moving an auto on a auto carrier.

1 to 500 miles	\$644	1501 to 1750 miles	\$1,159
501 to 750 miles	\$754	1751 to 2000 miles	\$1,253
751 to 1000 miles	\$861	2001 to 2500 miles	\$1,436
1001 to 1250 miles	\$965	2501 to 3000 miles	\$1,587
1251 to 1500 miles	\$1,064	3001 to 3500 miles	\$1,730
		3501 to 3800 miles	\$1,802

What would be the CWT cost for a SUV for same scenarios? On interstate moves there is a surcharge for moving an SUV in addition to the normal rate that is calculated off of mileage. The charges are as follows: (1 to 1500 miles \$300) (1501 miles and over \$400). There is no additional charge for moving an SUV on intrastate shipments.

Kloke KG Group
Relocation • Moving • Storage

Personal, Professional, Proud

10 East Belt Blvd.
Richmond, VA 23224
P: 804-233-2217
F: 804-233-2962
www.kloke.com

July 3, 2013

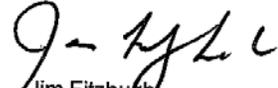
Ms. Chris Nichols
Statewide Contract Officer
DGS/DP&S
1111 East Broad Street
Richmond, VA 23219

Ms. Nichols,

The Kloke Group acknowledges the final changes/additions to its original proposal/offer.

- The charge for short term storage will be at the rate of \$1.00 per cwt for the first day and .10 per cwt for each additional day.
- Debris pick-up for up to 30 days after delivery will be a flat \$75 charge.
- Any service requiring extra labor will have a one hour minimum applied.

Regards,


Jim Fitzhugh
VP, Sales & Accounts

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/offeree) has questions about the specifications or other solicitation documents, the prospective (bidder/offeree) 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 eprocurement 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.