



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

**Notice of Contract AWARD**

**CONTRACT # E194-72840**  
**Contract Title: HOUSEHOLD MOVING SERVICES**

1	DATE:	July 8, 2013
2	CONTRACT PERIOD:	July 15, 2013 through April 30, 2016
3	SUPERCEDES:	E194-524
4	AUTHORIZED USERS:	State Agencies, Institutions, & Other Public Bodies
5	CONTRACTOR'S eVA VENDOR ID#:	<b>VS0000045619</b>
6	<b>CONTRACTOR / VENDOR</b>	<b>Reads Moving Systems of Richmond Inc (S)</b>
7	<b>CONTRACTOR CONTACT</b>	Jim Hannon 804-641-5951
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: <a href="mailto:Christine.Nichols@dgs.virginia.gov">Christine.Nichols@dgs.virginia.gov</a>

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: [www.eva.virginia.gov](http://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

<b>Contractor Name</b>	<b>eVA Vendor ID#</b>	<b>Location Address(es)</b>	<b>Contact Information</b> (Name, Phone, Fax and Email)
<b>Reads Moving Systems of Richmond, Inc. (S)</b>	<b>VS0000045619</b>	<b>5851 Quality Way Prince George, VA 23875</b>	<b>Jim Hannon</b> <b>Director of Relocation Services</b> <b>Phone - 800-456-3094</b> <b>Fax - 804-520-9630</b> <b>Cell - 804-641-5951</b> <b><a href="mailto:jhannon@readsmovers.com">jhannon@readsmovers.com</a></b>

**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.**

<b>Interstate Movers</b>
<b>Atlas Van Line</b>
<b>Tariff ATVL 1000</b>

<b>NIGP Code 96163 RELOCATION SERVICES FOR PERSONNEL</b>
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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](http://www.eva.virginia.gov). The term of this contract is three years with two one-year renewals.

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#### **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.

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## 5. COMMODITY INFORMATION & PRICING

**Describe how the Offeror plans to provide relocation services to the Commonwealth, which is the primary goal of this RFP. Include a description of how the Offeror will work with the Commonwealth to provide this service.**

As with any project that requires a great deal of planning and preparation, we at Reads Moving Systems realize that each relocation for the Commonwealth is unique. Our approach to delivering a superior level of service consistently is assured through our well trained employees who make it their business every day to learn how to do our jobs even better for you. We achieve this by focusing on three main attributes.

**Communication** Listening to the needs of the Commonwealth and your employees throughout the relocation process allow us to make decisions that are in the best interest of your valued assets.

**Quality** We are dedicated to our customers and their satisfaction. Consistently getting your employees households packed, transported, and settled as soon as possible with each and every move.

**Solutions** Because every day is moving day for us...we're always learning ways to improve your move. While helping people move, we run across just about everything one can imagine. We're challenged to find new ways to make moving better. We learn every day, always looking for new services and programs that make moving easier and more secure for your employees.

### **Atlas Electronic Survey (Moving Estimate)**

Our sales representatives tours your employee's home, cataloging electronically the moving services required. The electronic survey becomes part of the electronic record of the employees move. The survey results are uploaded into Atlas systems and accessible for our operation managers.

It is our understanding that representing the Commonwealth as a relocation provider is a significant privilege, and is to be rewarded by an excellence of service that all employees and retirees deserve. This is collaborative effort from all personnel and staff who will continue to dedicate themselves to the customer satisfaction of the Commonwealth and its employees.

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.

Reads Moving Systems of Richmond, is an award winning agent for Atlas Van Lines that provides full service relocation and storage, possessing all the proper licenses and permits to provide service on the local, intrastate, and interstate levels for the Commonwealth 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.

One of the key components that sets Reads Moving Systems of Richmond, apart from other Carriers is the emphasis on communication between our staff and our customers. By having a dedicated relocation coordinator the employee will have an initial verbal consultation that details the process and what to expect. After the initial

consultation, the employee will receive a pre-move relocation package, outlining the details of the move, along with our coordinator being accessible by phone and by email if questions arise throughout the entire move process. With open ends of communication in mind, our coordinators are instructed to check in with the employee periodically leading up to the move date.

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

After Reads Moving Systems is initially contacted of an upcoming relocation, our relocation coordinator will designate a professional sales representative within the Atlas network to perform an in-home survey to determine both the cost and the scope of the move. Our representatives who survey the employees and retirees home, catalog electronically the moving services required. The electronic survey becomes part of the electronic record of your move. Once the survey is formulated into an estimate, the itemized breakdown of the cost and services provided is then issued to both the employee and the agency.

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.

After completion of the site survey, our relocation coordinator in conjunction with the surveyor who provided the walk through can assess if there is any need for third party services. As an agent for Atlas Van Lines, we have the resources to only use reputable third party providers who have the same high standards of excellence that we place on our customers.

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 an award winning agent for Atlas Van Lines, Reads Moving Systems understands that it takes a team effort to provide the quality of service our customers deserve. Each mover goes through a battery of tests upon the initial application, being able to both speak and write the English language is a must. All employees sign a release for drug and alcohol screening upon the initial application and then are checked periodically throughout the year. We do extensive background screenings for Professional Van Operators and crew members. Criminal background checks are completed with the assistance of LexusNexis a computer assisted research service for new hires. Only those meeting the tough requirements are hired to be in and around the home of our customers. In addition, there of course are the DOT and Federal Motor Carrier Regulations requirements, and all driving records have to pass through our insurance provider for approval.

*Reads Moving Systems along with the help of the Atlas network, mandates webinars to all new hires to ensure proper instruction prior to going on the job. In conjunction to the classroom training our Quality Control professional provides on the job assessment, and training to monitor each individual's learning curve. It is mandatory that all Reads Moving employees are in uniform at all times.*

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.

What sets Reads Moving Systems apart is that all office staff is cross trained in the different phases of the move process. The relocation manager's responsibility is to communicate with all team members to assure that all

services are performed in accordance with the estimate that was provided. If any changes occur they are notated electronically and dispersed to all pertinent parties.

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.

Reads Moving Systems is a certified ProMover, which is a stringent verification process established by the American Moving and Storage Association assuring that a mover meets specific standards. We are proud to say that Reads Moving Systems has always exceeded these standards, and in 2012 received the prestigious Milton M. Hill Award an internal measure by Atlas Van Lines tracking outstanding service in twelve critical customer service and performance categories; including the Hauling Excellence Award and outstanding performance ratings in customer satisfaction, estimating, claims, safety, and warehouse operations. The award is the ultimate mark of distinction for Atlas Agents; those who earn it truly rank among “the best of the best”

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.

Every day is moving day for us. It’s what we do and we never stop thinking of better ways to go new places. The communication process begins with;

1. The relocation manager, who is the go to person for the employee, they handle all the details of a moving checklist, coordinates packing dates, schedules the preferred delivery dates with our crew, and works through any changes of plans with the employee or retiree, and knows how to answer the questions throughout the move.
2. Once dates are confirmed with the employee the shipment is registered electronically and distributed to our operations staff to begin the planning process.
3. The relocation manager provides a courtesy call the evening before to give the employee an eta of the crew.
4. The lines of communication remain open during the packing and loading process with our relocation manager reaching out to the employee to get instant feedback.
5. Once origin services are finalized and a walkthrough is completed and signed by the customer the destination process begins, including confirmation with employee of a delivery date.

For interstate shipments Atlas monitors the transportation of the employee’s possessions using advanced satellite and information systems. The relocation manager will always have the tracking information or the employee can visit [atlasvanlines.com](http://atlasvanlines.com) or use our convenient moveAtlas mobile app.

6. Once the move is completed a survey is issued to the customer to fill out on all aspects of the move, the survey is then analyzed and reviewed by the relocation manager.
7. If a debris pick up is needed than the relocation manager will coordinate a date and time, along with providing a thank you letter.

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.

Once the move is completed a comprehensive survey is issued to the customer, where we ask them to grade all aspects of the move. The results are compiled into a excel spreadsheet that is electronically sent to the Commonwealth and the authorized agency. The results include 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.

The Carrier's liability for loss or damage to goods shall be determined in accordance with the relevant provisions of the tariffs and transportation agreements included in this RFP.

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

Reads Moving Systems takes pride in our low incidence of claims. In the rare event of a claim, the employee will learn that our services are fast, fair and friendly. The employee or retiree will have a designated Customer Service Representative that would assist them every step of the way, they either can fill out a claims form provided by the relocation manager or visit Atlas online at [www.atlasworldgroup.com](http://www.atlasworldgroup.com) The employee will be notified of the status throughout the process by their claims representative, and also has the ability to check the status online.

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.

Provided.

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

***INTERSTATE AGENTS:***

A description of the procedure for verification of completion and the extent of all packing and unpacking services authorized

It is part of our driver's responsibility to conduct a walkthrough with the employee at residence upon arrival and complete a detailed inventory of all items to be packed by the carrier. The customer then signs each inventory page, along with doing a final walkthrough room by room. At destination the employee will acknowledge completion by signing a form and completing a walkthrough to ensure all items that were authorized were unpacked.

A description and example of the National Agent's claim follow-up and settlement procedure. Include copies of all applicable forms.

Atlas Van Lines offers on-line claim forms, easily accessible through [www.atlasworldgroup.com](http://www.atlasworldgroup.com). The on-line claim form is integrated with the Atlas mainframe so information is entered only once. Once the employee fills out the on-line claim form, all agents involved will receive an e-mail notice of the filing.

Claims are handled by Atlas' corporate Customer Service Department with phone coverage between the hours of 8 A.M. and 5 P.M. Central Standard Time. Claims can be filed online at any time.

**Claims Procedures:**

All claims for loss and damage must be filed in writing with Atlas within nine months of delivery to residence or within nine months of conversion to permanent storage.

Following, are our standard claim procedures. Although these procedures outline our standard claim settlement process, unique situations may require additional activity.

- A claim is filed utilizing facsimile, mail or Atlas' Online Claim Form.
- Claim is entered into computer system and all parties are notified of receipt of the claim
- The customer is personally contacted to discuss the claimed damage and the ensuing process and whether they would like to proceed with a cash-out or repair.
- A repair firm is assigned to inspect the claimed damage at the customer's convenience. If repair is warranted and requested, the repair firm will initiate repairs and we will monitor the progress through completion.
- If a cash-out is the customer's chosen option of settlement, after inspection, the customer is contacted to discuss the settlement and a check is issued.
- Confirmation of customer satisfaction and complete claim.

Atlas will make every effort to fairly investigate and evaluate all claims for damages. We use a network of third party companies to view claimed damage and estimate the repair or replacement costs.

**Quick Claims Program:**

Atlas Customer Quick Settlement Option is one of our many customer service tools available to agents and haulers. This option allows any Atlas qualified Professional Van Operator to settle an interstate cargo claim involving loss and/or damage on the spot, usually at time of delivery.

**TRANSPORTING AUTOMOBILES**

Intrastate: Shipment of Autos: If it is necessary to ship an auto within the state of Virginia there would be a flat fee of 315.00 dollars

Interstate:

**1. Automobiles and Light Trucks.**

Atlas proposes to apply the following flat rates for the transportation of automobiles and light trucks.

<u>Miles</u>	<u>Rates</u>
0001 to 0500	\$900.00
0501 to 1000	\$1065.00
1001 to 1500	\$1240.00
1501 to 2000	\$1360.00
2001 to 2500	\$1530.00
2501 & over	\$1655.00

- Automobiles or light trucks exceeding two hundred thirty-five (235) inches in length, sixty-eight (68) inches in height, or eighty-four (84) inches in width will be subject to a charge of three hundred (\$300.00) dollars in addition to the flat rates per vehicle shown above.
- The automobile or light truck will be weighed separately, and will not be included in the shipment weight. The automobile or light truck weight can be obtained from the vehicle identification plate, or from actual weight from a certified scale.
- The flat rate will include the linehaul transportation charge, loading and unloading (provided loading and unloading can be safely performed at the employee's residence without damage to the automobile or carrier's equipment) and the bulky article charge. Extra pickup or delivery (stopoff) charges will apply if the auto is picked up or delivered at a location different than the rest of the shipment. The fuel surcharge and insurance-related general increase surcharge, if applicable, will apply and will be in addition to the above flat rate charges. The flat rate charge will not be subject to discount. The above flat rate does not

include overtime loading and unloading, or valuation charges.

- In the event an automobile cannot be safely loaded from or delivered to residence without damage to the automobile or Carrier's normal road equipment, advanced charges for a flat bed or towing service will be in addition to the above flat charges. Carrier will obtain prior authorization from the Shipper before authorizing any such advanced charges. These advanced charges will not apply in the event the Transferee is willing to drive the auto to the Carrier's agent's warehouse at origin and will pick-up the auto at the Carrier's agent's warehouse at destination.
- Any automobile tendered to Carrier must be in running, street worthy condition.
- Will apply only on shipments with an origin and destination in the forth-eight (48) contiguous United States.
- When Full Value Protection applies to a shipment that includes one (1) or more motor vehicles (automobiles, vans, pickup trucks, etc.), Carrier's maximum liability for the vehicles will be the lesser of (a) the value stated in the current National Automobile Dealers Association Official Used Care Guide for such vehicle(s), adjusted for mileage and other factors considered in the Guide or (b) appraised value.
- SUV: The same cost would apply unless the SUV's and any automobile or light trucks exceeding two hundred thirty-five (235) inches in length, sixty-eight (68) inches in height, or eighty-four (84) inches in width will be subject to a charge of three hundred (\$300.00) dollars in addition to the flat rates per vehicle shown above.

## 2. Packing/Unpacking

eVA Virginia has agreed that the applicable packing/unpacking options in ATVL 1000 will depend on the authorization level of the relocating employee. eVA Virginia will identify the applicable authorization level of the relocating employee at the time eVA Virginia requests an estimate from Atlas' agent. If eVA Virginia fails to identify the authorization level, Tier 1 option shall apply.

### Employee Level

### Packing/Unpacking Option

Tier 1 Employee	Custom Pack (pack per container) - Custom Unpack (unpack per container)
Tier 2 Employee	Full Pack (pack per cwt) - Custom Unpack (unpack per container)
Tier 3 Employee	Full Pack (pack per cwt) - Full Unpack (unpack per cwt)

## 3. Peak Season Transportation Rates.

The Peak Season Transportation Rates, as established in Atlas' tariff, will not apply during the term of an Agreement.

## 4. Fuel Cost Price Adjustment.

The Fuel Cost Price Adjustment (Surcharge), as established in Item 16 of Atlas' tariff, will apply during the term of this Agreement.

## **5. Insurance Surcharge.**

The Insurance Surcharge, as established in Atlas' tariff, will apply during the term of this Agreement.

## **6. Transit Protection.**

Full Value Protection provides that any adjustment made for loss or damage of Shipper's goods will be made at today's replacement cost without a deduction for depreciation.

Atlas shall provide Full Value Protection as set forth in and subject to Item 1502 of Atlas' Tariff on each household goods shipment. Shipper declares the value of each shipment to be \$6.00 per pound times the actual weight of the entire shipment or the lump sum value that is established by the third party owner of the goods, if Shipper advises its relocating personnel of this option and allows them to declare a separate value, subject in all cases to a minimum of \$10,000.00. There is no charge for the first \$100,000.00 of valuation. If a higher value is declared, the charge for valuation in excess of this amount is \$.50 per \$100.00.

## **7. Guaranteed Pick-up and Delivery.**

On household goods shipments, Atlas agrees to pay \$125 per day for each day that pick-up or delivery is delayed beyond agreed dates, or in lieu thereof, reasonable and supportable meal and lodging expenses incurred solely because Atlas failed to pick-up or deliver as stated above, whichever is greater.

This item is subject to the following conditions:

- Will apply only when written claim for allowance, with receipts if applicable, are submitted to Atlas within thirty (30) days after delivery.
- Will not apply if delay is caused by reasons beyond Atlas' control as described in Item 33, Tariff ATVL 1000, "Impracticable Operation".
- Where more than one truck is needed for a move, all such trucks shall be considered as one in applying the provisions of this item, except where the overflow in any truck contains only non-essential items. Non-essential items are defined as possessions not needed to maintain day-to-day housekeeping during the interim between delivery of the main portion of the shipment and the overflow portion.
- Will not apply if shipment is loaded from storage at origin or delivered to storage at destination.
- The above penalty will not apply in the case of late delivery of an automobile. Instead, Atlas' delay penalty shall be restricted to reimbursement of rental charges for an automobile of like make and model until delivery of the automobile is completed. At the request of the Shipper, Atlas will arrange for the rental of the automobile (of like make and model).
- Will apply only on shipments with an origin and destination in the forty-eight (48) contiguous United States.
- Total delay penalty payment shall not exceed the net linehaul cost for the shipment.

## **8. Retirees or Collect on Delivery (C.O.D.) employees.**

The provisions of the Agreement are for the benefit of the parties hereto. The terms of the contract may be extended to retired or collect on delivery employees of eVA Virginia, subject to the following conditions:

- The retired or collect on delivery employee will identify himself or herself to the Atlas booking agent as a retiree or collect on delivery employee of eVA Virginia with eligibility to participate in the terms of this Agreement.
- The retired or collect on delivery employee will provide official written proof of his or her status to the Atlas booking agent at the time that an estimate or survey is made.
- The retired or collect on delivery employee will pay the discounted shipment charges, as shown on the bill of lading, plus destination charges, prior to unloading at destination.

## **9. Commitments of the Parties.**

(a) During the term of an Agreement, Atlas shall transport for Shipper and Shipper shall tender to Atlas for transportation shipment(s) of household goods between points in the United States and/or between points in the United States and points in Canada (excluding Nunavut, Northwest Territories and Yukon) using the specified services of Atlas under the specified rates and conditions in this Agreement. This Agreement does not apply to intrastate transportation or transportation to or from Alaska and Hawaii.

(b) Shipper shall make reasonable efforts to advise Atlas, in advance, of the specific shipments for which Atlas's transportation services will be required.

(c) Atlas shall provide the equipment, supplies, labor, supervision and other services deemed necessary by it to provide the required transportation services. Atlas warrants that the equipment to be used in providing these services is in good repair and meets requirements of the DOT and applicable state laws.

## **10. Atlas Liability; Items of Extraordinary Value.**

Atlas shall be liable under 49 U.S.C. §14706 and the terms of its bill of lading for actual loss or damage to cargo from external cause while being carried or held in storage-in-transit, provided that Atlas's liability shall be subject to any limitations referenced in Appendix A and provided further that Atlas shall not be liable for loss or damage to items of extraordinary value unless Atlas is notified in writing prior to packing or loading the shipment of the presence of such items in the shipment. Items of extraordinary value include, but are not limited to, coins, legal tender, precious metals, negotiable and non-negotiable instruments, rare objects, works of art, collectibles, furs and jewelry (including watches, rings and stones (precious or semi-precious, cut or uncut, including diamonds)). No further action is required by Atlas to limit its liability as provided in this Agreement, including specifically, offering Shipper choices of liability limitations or issuing a bill of lading.

## **11. Claims for Loss or Damage.**

Unless specified elsewhere in an Agreement, Atlas shall make every reasonable effort to settle any loss or damage claims within 30 days of receipt of the claim at its corporate headquarters. Loss and damage claims shall otherwise be subject to the principles and practices set out in 49 C.F.R. Part 370. A claim for any loss, damage, injury or delay must be filed in writing with Atlas within nine months after delivery to consignee except that any damage to a vehicle must be reported verbally or in writing to

Atlas within three business days of actual delivery or, in the case of failure to make delivery of an entire shipment, within nine months after a reasonable time for delivery has elapsed, and suits shall be instituted against Atlas within two years from the day when notice in writing is given by Atlas that Atlas has disallowed the claim or any part or parts of the claim specified in the notice.

## 12. Rates; Terms.

Shipper shall pay Atlas compensation for the services performed by Atlas in accordance with the schedule of rates included in this proposal, with such discounts as are set forth in this proposal. The non-rate terms of Atlas's tariffs specified in this proposal, to the extent not in conflict with the specific terms of this Agreement, are incorporated by this reference.

### **\*PRICING SCHEDULE:**

**(See negotiation letter which changed Interstate discount rate to 65%)**

#### **1. Packing/Loading services**

**Interstate-** Rates based on current ATVL 1000 with a 64% discount. Charges are based on cost level schedule assigned to origin service area

**Intrastate-** Rates based on current VMWA Tariff No. 17 with a 55% discount.

#### **2. Unpacking/Unloading services**

**Interstate-** Rates based on current ATVL 1000 with a 64% discount. Charges are based on cost level schedule assigned to destination service area

**Intrastate-** Rates based on current VMWA Tariff No. 17 with a 55% discount.

**3. Interstate-** Appliance servicing (disconnect, preparation for transport, and reconnect) – No additional charges apply if service is performed by carrier's representative. If carrier's representative requires an outside source to perform these services, charges will be advanced by carrier and invoiced to Contractor.

**Intrastate-** Rates based on current VMWA Tariff No. 17 with a 55% discount

**4. Interstate-**Extra pickup and delivery - Rates based on current ATVL 1000 with a 64% discount. Charges are based on cost level schedule assigned to point of service.

**Intrastate-** Rates based on current VMWA Tariff No. 17 with a 55% discount

**5. Interstate-** Short term storage or in-transit storage in the event new housing is not immediately available - Rates based on current ATVL 1000 with a 55% discount, including the SIT and the pickup from or delivery out of SIT. Charges are based on cost level schedule assigned to point of service.

**Intrastate-** Rates based on current VMWA Tariff No. 17 with a 55% discount

**6. Interstate-**Transportation services - Rates based on current ATVL 1000 with a 64% discount. Charges are based on weight and mileage appropriate for the shipment.

**Intrastate-** Rates based on current VMWA Tariff No. 17 with a 55% discount

**7. Interstate-Tariff Rates** - The charges in tariff ATVL 1000, supplements thereto and reissues thereof, in effect on the effective date of this Agreement will not be increased for the first twelve months except for rate increases, if any, solely to compensate carrier for increased fuel or costs.

At the end of each 12 month term of this Agreement, all applicable tariff charges (linehaul, accessorial and storage-in-transit) shall be subject to a yearly rate adjustment based on the General Price Adjustment formula as published in Item 40 of ATVL 1000.

**Intrastate-** Rates based on current VMWA Tariff No. 17 with a 55% discount. There will be no increase in Tariff charges for the duration of the contract.

**8. Interstate-** Insurance provided by the Offeror for employee's household goods - Full Value Protection as set forth in and subject to Item 1502 of Carrier's Tariff ATVL 1000 shall apply on each household goods shipment. Shipper declares the value of each shipment to be \$6.00 per pound times the actual weight of the entire shipment or the lump sum value that is established by the third party owner of the goods, if Shipper advises its relocating personnel of this option and allows them to declare a separate value, subject in all cases to a minimum of \$10,000.00. There is no charge for the first \$100,000.00 of valuation. If a higher value is declared, the charge for valuation in excess of this amount is \$.50 per \$100.00.

**Intrastate-** Shipper declares the value of each shipment to be \$6.00 per pound times the actual weight of the entire shipment or the lump sum value that is established by the third party owner. There is no charge for the first \$50,000.00 of valuation. If a higher value is declared, the charge for valuation in excess of the amount is \$.50 per \$100.00

**Interstate-** Other relevant fees: **See negotiation letter as it applies to weekend overtime rates**

Each shipment will require charges for linehaul, fuel surcharge, insurance-related surcharge, origin service charge and destination service charge. The required charges apply based on the weight and mileage of a shipment.

The linehaul charge covers the loading of the shipment at origin, the transportation and the unloading at destination.

The fuel surcharge is a percentage of the linehaul, based on the monthly DOE fuel price, and is in addition to the linehaul charge. This charge is to help with the high cost of fuel.

The insurance-related surcharge provides relief for the high cost of property and casualty insurance. This charge is calculated as 4% of the linehaul charge and is in addition to the linehaul charge.

In addition, charges may apply for services requested or required on an individual shipment basis. These items include; but, are not limited to, packing, unpacking, labor, waiting time, shuttle, mini-warehouse pickup or delivery, overtime loading & unloading, etc. These charges are based on the point of service.

These charges can be based on regular time hours which are Monday through Friday, 8 a.m. to 5 p.m. If it is requested or required that we perform services at other than regular time hours, overtime charges will apply.

These overtime hours include, Monday through Friday, 5 p.m. to 8 a.m., Saturday, Sunday, and holidays as listed in ATVL 1000.

Packing service provides the material and labor to pack the shipment. Unpacking charges provide the labor to unpack the shipment. Labor charges are accrued for services provided with no specific charge listed in the tariff. Waiting time charges apply if carrier is delayed by shipper in delivering the shipment. After 2 hours of free waiting time, charges apply on an hourly basis for the van operator, the vehicle, and any helpers that have been assigned to the shipment.

Shuttle charges apply when a smaller vehicle is used to deliver the shipment due to the inaccessibility of the origin or destination locations. This charge is based on weight and point of service.

Mini-warehouse charges apply when shipper requests pickup or delivery to a third-party warehouse, including self-storage/mini-warehouse locations. This charge is based on weight and point of service.

Overtime loading/unloading charges apply when shipper requests pickup or delivery of the shipment during non-regular hours as listed above. This charge is based on weight of the shipment and point of service.

**Intrastate-** Each shipment will require charges for linehaul, fuel surcharge, insurance-related surcharge, origin

service charge and destination service charge. The required charges apply based on the weight and mileage of a shipment.

The linehaul charge covers the loading of the shipment at origin, the transportation and the unloading at destination.

The fuel surcharge is a percentage of the linehaul, based on the monthly DOE fuel price, and is in addition to the linehaul charge. This charge is to help with the high cost of fuel.

There is no insurance related surcharge

In addition, charges may apply for services requested or required on an individual shipment basis. These items include; but, are not limited to, packing, unpacking, labor, waiting time, shuttle, mini-warehouse pickup or delivery, overtime loading & unloading, etc. These charges are based on the point of service.

These charges can be based on regular time hours which are Monday through Friday, 8 a.m. to 5 p.m. If it is requested or required that we perform services at other than regular time hours, overtime charges will apply.

These overtime hours include, Monday through Friday, 5 p.m. to 8 a.m., Saturday, Sunday, and holidays as listed in VMWA Tariff-17.

Packing service provides the material and labor to pack the shipment. Unpacking charges provide the labor to unpack the shipment. Labor charges are accrued for services provided with no specific charge listed in the tariff. Waiting time charges apply if carrier is delayed by shipper in delivering the shipment. After 2 hours of free waiting time, charges apply on an hourly basis for the van operator, the vehicle, and any helpers that have been assigned to the shipment.

Shuttle charges apply when a smaller vehicle is used to deliver the shipment due to the inaccessibility of the origin or destination locations. This charge is based on weight and point of service.

Mini-warehouse charges apply when shipper requests pickup or delivery to a third-party warehouse, including self-storage/mini-warehouse locations. This charge is based on weight and point of service.

Overtime loading/unloading charges apply when shipper requests pickup or delivery of the shipment during non-regular hours as listed above. This charge is based on weight of the shipment and point of service.

## **ITEMIZED PRICING FOLLOWS:**

<b>Packing</b>	<b>PER BOX</b>
1.5 CARTONS	\$ 13.15
3.0 CARTONS	\$ 19.75
4.5 CARTONS	\$ 24.30
6.0 CARTONS	\$ 27.70
DISH PACKS	\$ 56.10
MIRROR	\$ 44.20
WARDROBES	\$ 33.15
CRIB MATT	\$14.45
SINGLE MATT	\$ 25.70
DOUBLE MATT	\$ 27.95
QUEEN MATT	\$ 39.80
K/Q SPLITT	\$ 26.65

<b>Unpacking</b>	<b>PER BOX</b>
1.5 CARTONS	\$ 2.20
3.0 CARTONS	\$ 3.30
4.5 CARTONS	\$ 4.00
6.0 CARTONS	\$ 4.50
DISH PACKS	\$ 9.20
MIRROR	\$ 7.90
WARDROBES	\$ 4.60
CRIB MATT	\$ 4.00

SINGLE MATT	\$ 4.00
DOUBLE MATT	\$ 4.10
QUEEN MATT	\$ 6.75
K/Q SPLIT	\$ 4.00

**ADDITIONAL INFORMATION ITEMS**

There is no additional charge for placing the boxes/cartons in the room that the client desires that is part of the service we provide.

Removing items from the boxes/cartons is by definition unpacking services and charges do apply. Full Unpack rates apply based on a per cwt basis if most items are unpacked by the carrier. A custom unpack are per-carton rates when minimal carrier unpacking is requested. Rates vary based on point of service – Please see Item 105 of ATVL 1000 for Interstate shipments.

For Intrastate shipments Full Unpack rates apply based on a gross per cwt. basis of \$7.32 discounted at 55% the net rate is \$3.29 dollars. **Custom unpack are per-carton rates** when minimal carrier unpacking is requested. Discounted at 55% the rates are as follows listed below

Dishpak	\$4.89	Single Matt	\$2.13
3 cu ft	\$1.17	Double Matt	\$2.18
3 cu ft	\$1.76	Queen Matt	\$3.59
4.5 cu ft	\$2.13	King Matt	\$3.59
6.0 cu ft	\$2.39	Flat Screen TV	\$19.05
Wardrobe	\$2.44		
Mirror	\$4.20		
Lamp	\$2.39		
Crib	\$1.27		

Unpacking of cartons includes one-time placement of items in cartons to the nearest safe surface, and, if requested by customer, the disposal of the carton and materials for the cartons unpacked by the carrier. Unpacking rates do not include placing articles in closets, cupboards, cabinets, breakfronts or locations, nor do the rates include washing or cleaning articles and arranging them to the transferee’s liking.

Read’s price for additional services like moving children’s play sets, hot tubs, etc. at \$74.04 per item interstate and \$86.94 per item for intrastate. Is there an additional hourly charge per man hour and is there a minimum rate/charge?

The above charges reflect the additional charge to transport certain bulky items that are transported set-up, not dismantled. There is no additional charge for moving those items such as play sets, hot tubs, etc, unless they require *extensive* disassembly or reassembly that requires 3<sup>rd</sup> party service Example: The electrical unit needed to be disconnected or reconnected from a hot tub...This would be a service that the movers would not do for liability reasons and the third party service would cover. There is an hourly charge of \$90.00 dollars per hour for two men with a two hour minimum.

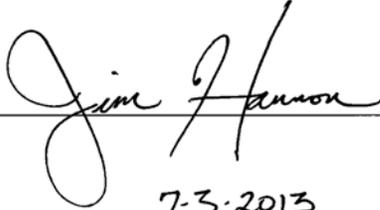
**NEGOTIATED CHANGES ON THE FOLLOWING PAGE**

There were two questions in response to the negotiations that Reads Moving Systems were willing to make adjustments to the potential contract for DGS. The first question pertains to us offering weekend packing/pickup and weekend delivery/unpacking at regular rates.

Reads Moving Systems will agree to apply regular charges and waive overtime loading/packing and/or overtime unloading/unpacking when the transferee specifically requests a non-holiday weekend service for all Intrastate moves. If the client specifically requests packing or loading on weekends and it is an Interstate shipment and does not fall under Reads Moving Systems ability to pack or haul than OT rates would apply for the Carrier Atlas Van Lines. With that said Reads Moving Systems hauls over 90% of its shipments and does not foresee many instances in which we could not offer regular rates.

The second question that we were willing to make an adjustment on is modifying the Bottom Line Discount as it pertains to the Carrier Atlas Van Lines. We are willing to increase the discount to 65% which applies to both the line haul (transportation charge) and it also applies to the CWT rate for full pack and unpack if selected

Signature:

  
\_\_\_\_\_

Date:

7-3-2013  
\_\_\_\_\_

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## 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](http://www.eva.virginia.gov) under "Vendors Manual" on the "Vendor" tab.

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

**C. ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply: 1. During the performance of this contract, the contractor agrees as follows: a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D. ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**F. DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

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

**I. CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

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

**K. PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTIDISCRIMINATION, ETHICS IN PUBLIC CONTRACTING,

IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**L. QUALIFICATIONS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

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

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

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

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

**R. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship,

economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

**S. TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**T. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:** 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4). Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.).

**NOTE:** In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /\$1,000,000 per occurrence, \$3,000,000 aggregate Architecture/\$2,000,000 per occurrence, \$6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ \$1,000,000 per occurrence, \$3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical ,Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,750,000 per occurrence, \$3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /\$1,000,000 per occurrence, \$3,000,000 aggregate, Landscape/Architecture/\$1,000,000 per occurrence, \$1,000,000 aggregate, Legal/\$1,000,000 per occurrence, \$5,000,000 aggregate. Professional Engineer/\$2,000,000 per occurrence, \$6,000,000 aggregate, Surveying/\$1,000,000 per occurrence, \$1,000,000 aggregate

**U. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website ([www.eva.virginia.gov](http://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](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet 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.

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

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- 8. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- 9. MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD:** Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** *For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.***
- 10.** Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3, which is optional.** Information on the various levels for the **Bank of America (BOA) Visa Purchasing Card** is indicated below.

**Charge Card Levels:**

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

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

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

**Level 2** vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept **Bank of America (BOA) Visa Purchasing Card**.

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

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

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

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

**12. FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance

with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

**The End**