



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

Notice of Contract Award
CONTRACT # E194-72844

(This contract number must be entered on all purchase orders for each line item)

Contract Title: VA Department of Game & Inland Fisheries Annual Wildlife Calendar

1. DATE: May 17, 2013
2. CONTRACT PERIOD: June 1, 2013 – May 31, 2014
3. SUPERCEDES: E194-580
4. AUTHORIZED USERS: A403
5. CONTRACTOR'S eVA Vendor ID#: C12078
6. CONTRACTOR: Progress Printing Company dba
as Progress Printing Plus
7. CONTRACTOR CONTACT Name: Marshall Forbes
Phone: (804) 379-2373
Fax: (434) 237-1618
Email: mforbes@progressprintplus.com
8. PAYMENT TERMS: Net 30
9. DELIVERY DATE – ARO: 21 Days
10. DELIVERY TERMS – F.O.B.: F.O.B. Destination, Freight Included
11. MINIMUM ORDER: NA
12. DPS CONTRACT OFFICER NAME: Kirby Battle
Phone: (804) 786-5414
Email: kirby.battle@dgs.virginia.gov

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

AUTHORIZED USERS: This contract is the result of a competitive bid program and its use is mandatory use for **Virginia Department of Game and Inland Fisheries (DGIF)** and not available for 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.

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1. CONTRACTOR / VENDOR INFORMATION

Contractor Name	eVA Vendor ID#	Location Address(es)	Contact Information (Name, Phone, Fax and Email)
Progress Printing Company dba as Progress Printing Plus	C12078	13300 Drakewood Road Midlothian, VA 23113-3889	Marshall Forbes (804) 379-2373, Office (804) 338-8988, Cell mforbes@progressprintplus.com

2. GENERAL INSTRUCTIONS

1. **Ordering Method:** Unless otherwise instructed or exempted by DPS, the Virginia Department of Game & Inland Fisheries 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.
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.

3. ADDITIONAL INFORMATION

1. CONTRACT RENEWAL PERIODS

Renewal Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date
1	1	Years	6/1/2014	5/31/2015
2	1	Years	6/1/2015	5/31/2016
3	1	Years	6/1/2016	5/31/2017
4	1	Years	6/1/2017	5/31/2018

2. PACKAGING AND DELIVERY: See specification, page 8.

4. SCOPE OF WORK /SPECIFICATIONS

SCOPE OF WORK

This solicitation is a SET-ASIDE FOR SMALL BUSINESS PARTICIPATION "ONLY". The purpose of this invitation is to solicit SEALED BIDS from qualified "Responsive" and "Responsible" DMBE certified "Small" vendors that will result in a one (1) year term contract (with 4 optional renewal periods) to print the ANNUAL WILDLIFE CALENDAR for the Virginia Department of Game & Inland Fisheries located at 4010 W. Broad St. in Richmond, VA. as described per specification, Terms and Conditions of this solicitation,. The award will be made on a "Grand Total" basis

SPECIFICATION

Revised 1/10/2013

ANNUAL WILDLIFE CALENDARS (Virginia Department of Game and Inland Fisheries)

Quantity: **45,000 copies as follows**

- Approximately 39,000 calendars with department logo
- Approximately 2,500 calendars, no imprint
- Approximately 2,000 calendars imprinting Black, custom orders
- Approximately 1,500 calendars imprinting 4-color, customer orders

* The agency will accept up to 2% overrun.

Copy: A CD with Mac files will be available **in Mid-June each year** for mailing or uploading to printer's FTP site. QuarkXPress 8.5, Adobe Photoshop CS, and Adobe Illustrator CS will be used. Printer fonts will be available for downloading. Contractor shall output at 2400 dpi. All screens shall output at 150 lpi.

Contractor shall be responsible for all pickups and deliveries.

Four-color: Up to **20** digital images will be furnished
13 images will bleed and trap fold

All subjects except the full bleed subjects shall trap hairline ruled boxes. Allow for bleeds throughout the text. 150-line reproduction is required.

The contractor shall be responsible for reimbursing the department for damaged materials at the owner's estimated value, not to exceed \$1,500. At the department's sole discretion, the contractor may be authorized to repair any damaged image to its original condition in lieu of an assessment for damaged materials. Visual images shall

remain the property of the Commonwealth of Virginia.

Cover: Flat size shall be 14" X 22-1/2". Cover shall fold off center: covers 1-2 shall measure 10-1/4" X 14"; covers 3-4 shall measure 12-1/4" X 14" which includes a 2" lip. After printing, the 2" lip shall be scored and folded up 2.5" toward the back cover.

Four-color process and spot aqueous coating shall print on covers one, two and three. **Cover four does not print.** Allow for heavy coverage and bleeds on covers one and two. This includes the printing of the Game Department logo on the 2" lip on cover three on an estimated **39,000** calendars.

An estimated 3,500 calendars will have custom logos imprinted on the 2" lip at the bottom of cover 3 (see below).

Imprinting: Imprinting prices shall be listed separately.

39,000 calendars with Game Department logo on the 2" lip on cover three.

An estimated 2,500 calendars will have no printing on the 2" lip at the bottom of cover 3.

For up to 8 customers, an estimated 2,000 calendars will be imprinted with different custom logos in black ink on the 2" lip at the bottom of cover three.

For up to 7 other customers, an estimated 1,500 calendars will be imprinted with a 4-color custom logo on the 2" lip at the bottom of cover three.

Imprints will be furnished using Adobe Photoshop, QuarkXPress and PDF file. A proof of each imprint shall be delivered to Carol Kushlak, Virginia Department of Game and Inland Fisheries, 4010 West Broad Street, Richmond, Virginia 23230-1104. Photocopy starting with "Atlantic Constructors, Inc." shows the typical complexity of a 1-color imprint; photocopy starting with "Green Top Sporting Goods" shows the typical complexity of a 4-color imprint.

Contractor shall provide Carol Kushlak with **ONE** printed sample of each completed, imprinted cover for each imprint job done.

Text: 24 pages 10-1/4" X 14". All pages print four-color process. Page 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22 and 24 shall have large *full-bleed* four-color subjects. Spot aqueous coat each four-color subject.

Proof: Contractor shall provide random high-resolution, high-quality digital color proofs of each four-color subject and a high-resolution color digital proof shall be folded to size. Proofs will be received and reviewed only during normal working hours. Any disk(s) provided shall be returned to the agency with the proofs.

Should additional proof(s) be required due to contractor's errors, such proofs shall be furnished at no additional charge. Delivery by the specified date shall be required.

Proofs shall be delivered to Ms. Emily Pels (804/367-1216), Virginia Department of Game and Inland Fisheries, 4010 West Broad Street, Richmond, Virginia 23230-1104.

The Commonwealth reserves the right to approve this job on press.

- Stock: Lustro 80# gloss cover and Lustro 100# dull text. **No substitutions.** Cover grain shall be parallel to the fold; text grain shall be perpendicular to the fold.
- Binding: Saddle stitch on the 14” side. Drill one 1/8” hole through all pages at bottom, three picas up from the bottom and centered horizontally.
- Packaging: All calendars shall be boxed in durable cartons of **50** each. Boxes must be labeled as to contents and quantity/box. **Custom imprinted calendars shall be boxed separately by imprint and must clearly show the name and address of the customer as it appears on the imprints.**
- Delivery: Dockside delivery of 26,500 department logo calendars will be made by **August 1 each year** at the Department Warehouse, 2115-B Hamilton Street, Richmond, VA 23230. Call prior to delivery: **Kris Shelton (804) 367-2569**
- Dockside delivery of all remaining calendars shall be made by **August 1 each year** to the Virginia Industries for the Blind, 1535 High Street, Richmond, VA. Contact Mr. Paul Thomas, (804) 371-6126 to schedule delivery.
- Delivery hours are 8:30am – 3:00pm, Monday – Friday. Boxes shall be strapped to industry-standard four-way pallets.
- Invoice: Invoices shall be addressed to the Virginia Department of Game and Inland Fisheries, 4010 West Broad Street, Richmond, VA 23230. ATTN: Sally Mills.
- The Contractor shall prepay actual shipping charges and add to invoice. The Commonwealth will reimburse actual monies spent provided invoice is accompanied by acceptable proof of actual shipping costs incurred.
- Any materials/CD furnished with all files (must include high-resolution color scans) shall be returned to the agency before the invoice will be processed. These shall be delivered to Ms. Carol Kushlak, Virginia Department of Game and Inland Fisheries, 4010 West Broad Street, Richmond, Virginia 23230-1104.
- Sample: Sample is available for inspection at the Division of Purchases and Supply, 1111 East Broad Street, Richmond, VA 23219 during normal business hours. Contact Kirby Battle, (804) 786-5414, for an appointment.
- Press Check: State length of press run in hours on the solicitation response as requested in the evaluation criteria section. ***For purposes of bid evaluation and administration, length of press run shall include time for make-ready, running and washup.***

To insure that costs which are incurred in making necessary press checks are taken into consideration in evaluation of bid prices, the following costs will be added to the total of all bids from firms whose printing facilities are located **over 30 miles** from the Department of Game and Inland Fisheries in Richmond, Virginia. For facilities located **31 to 200 miles** from Richmond, Virginia, at least one day's lodging, meals, plus travel will be used. For facilities located **more than 200 miles** from Richmond, Virginia, at least two day's lodging, meals, plus travel will be used.

- Travel Cost:
1. The Commonwealth will determine the method of travel based upon location and convenience on an individual basis at the time of evaluation.
 - A. Air Fare - Coach rates in effect on state contract the date of bid opening.
 - B. Car Rental - Rates in effect on state contract the date of bid opening
 - C. Personal Vehicle - \$.555 per mile.
 2. Employee Salary - An hourly rate of \$20 per hour will be allowed for proofing. Bidders shall state length of press run in hours. If press time exceeds hours quoted, \$20 per additional hour will be deducted from invoice for proofing time required.
 3. Lodging - \$77 per day will be allowed for lodging. 12 hours press time equals one day.
 4. Meals - \$71 per day will be allowed for meals. 12 hours press time equals one day.

5. COMMODITY INFORMATION & PRICING

Note: The supplier part # is composed of the Contract Number (72844), and the Line item number (1, 2, 3, 4, etc.). Example: **72844 L1**

Line 1:

NIGP Commodity Code: 96660

Description: Printing, Binding and Delivery - The Virginia Department of Game and Inland Fisheries annual calendar with the **VIRGINIA DGIF DEPARTMENT LOGO** on the 2" LIP of COVER THREE,

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Progress Printing Company	M	Carton (See Specification)	72844 L1	\$ 820.00			21 Days	Kirby Battle

Line 2:

NIGP Commodity Code: 96660

Description: Printing, Binding and Delivery – **Additional 1,000's overruns** of the Virginia Department of Game and Inland Fisheries annual calendar with the **VIRGINIA DGIF DEPARTMENT LOGO** on the 2" LIP of COVER THREE,

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Progress Printing Company	M	Carton (See Specification)	72844 L2	\$ 656.00			21 Days	Kirby Battle

Line 3:

NIGP Commodity Code: 96660

Description: Printing, Binding and Delivery - The Virginia Department of Game and Inland Fisheries annual calendar with **NO PRINTING (NO IMPRINT)** on the 2" lip at the bottom of COVER THREE

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Progress Printing Company	M	Carton (See Specification)	72844 L3	\$ 820.00			21 Days	Kirby Battle

Line 4:

NIGP Commodity Code: 96660

Description: Printing, Binding and Delivery – **Additional 1,000's overruns** of the Virginia Department of Game and Inland Fisheries annual calendar with **NO PRINTING (NO IMPRINT)** on the 2" lip at the bottom of COVER THREE

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Progress Printing Company	M	Carton (See Specification)	72844 L4	\$ 656.00			21 Days	Kirby Battle

Line 5:

NIGP Commodity Code: 96660

Description: Printing, Binding and Delivery – the Virginia Department of Game and Inland Fisheries annual calendar with different custom logos in **BLACK INK** on the 2" LIP at the bottom of COVER THREE

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Progress Printing Company	M	Carton (See Specification)	72844 L5	\$ 820.00			21 Days	Kirby Battle

Line 6:

NIGP Commodity Code: 96660

Description: Printing, Binding and Delivery – **Additional 1,000's overruns** of the Virginia Department of Game and Inland Fisheries annual calendar with different custom logos in **BLACK INK** on the 2" LIP at the bottom of COVER THREE

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Progress Printing Company	M	Carton (See Specification)	72844 L6	\$ 656.00			21 Days	Kirby Battle

Line 7:

NIGP Commodity Code: 96660

Description: Printing, Binding and Delivery – the Virginia Department of Game and Inland Fisheries annual calendar with different custom logos in **4-COLOR** on the 2" LIP at the bottom of COVER THREE

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Progress Printing Company	M	Carton (See Specification)	72844 L7	\$ 820.00			21 Days	Kirby Battle

Line 8:

NIGP Commodity Code: 96660

Description: Printing, Binding and Delivery – **Additional 1,000's overruns** of the Virginia Department of Game and Inland Fisheries annual calendar with different custom logos in **4-COLOR** on the 2" LIP at the bottom of COVER THREE

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Progress Printing Company	M	Carton (See Specification)	72844 L8	\$ 656.00			21 Days	Kirby Battle

Line 9:

NIGP Commodity Code: 96660

Description: Printing, Binding and Delivery – **ALTERATIONS**

Contractor	Unit Measure	Packaging	Supplier Part #	Unit Price	Manufacturer	Brand	Delivery Date ARO	Contract Officer Comments
Progress Printing Company	Hour		72844 L9	\$ 45.00			21 Days	Kirby Battle

6. SPECIAL TERMS AND CONDITIONS

AWARD

An award will be made to the lowest responsive and responsible bidder on a "Grand Total" basis. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

QUANTITIES

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

ORDERS

The Department of Game and Inland Fisheries will issue purchase orders through eVA.

DELIVERY POINT

Except when otherwise specified herein, all items shall be F.O.B delivered any point within the ommonwealth of Virginia as directed by the ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in section 11-37 of Virginia Public Procurement Act.

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 th is 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.

PRINT QUALITY REQUIRED

CLASS 2- EXCELLENT QUALITY PRINTING: This class shall be used when good clean, crisp reproduction is required. One color or multiple color jobs may be classified as "Class 2." Four-color process subjects shall have pleasing color matches with good skin tones; some color correction may be necessary. PMS color matches may be required. Very fine lines and drawings may be required. Normally half-tones or screen tints will require 133, 150, or 200 line screens. There is to be large reverse areas, and/or large solid areas where good even ink coverage is necessary. Because of the overall design, very accurate registration is

required. Camera-ready copy is generally furnished. Metallic inks may be used. Finishing and bindery operations shall be of the same excellent quality.

OWNERSHIP OF PRINTING MATERIAL

All artwork, camera-ready copy, negatives, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.

PRINTING PICK UPS/DELIVERIES

Contractor shall be responsible for all pick ups and deliveries of all materials.

PRINTING-OVERRUNS/UNDERRUNS

Bids for printing will be rejected if the quoted overrun cost equals or exceeds the base lot price quoted for the equivalent incremental unit quantity. On bids for multiple part forms, envelopes, and signage, the additional overrun quoted shall not exceed the base lot price quoted for the equivalent incremental quantity. The agency may at its discretion accept an underrun, provided credit is allowed the agency at the full base price per unit for the quantity of the underrun.

CONTRACT RENEWAL

At the sole discretion of the Commonwealth of Virginia Department of Purchases and Supplies, and within a reasonable time (approximately 90 days) prior to the expiration date, this contract may be renewed for four (4) successive OPTIONAL one year periods upon the mutual agreement of both parties.

PRICE ESCALATION/DE-ESCALATION

Price adjustments may be permitted for changes in the contractor's cost of paper not to exceed the increase in PPI. index WPU091301 Price adjustments may also be allowed if the Commonwealth institutes an eVA transaction fee to be paid by Vendors effective July 1, 2003. No price increases will be authorized for 180 calendar days after the effective date of the contract, except for the eVA transaction fee. Price escalation may be permitted only at the end of this period and each 90 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

PURCHASING REPORTS

The contractor shall furnish the Division of Purchases and Supply a statement covering the total dollar volume of purchases made under this contract at approximately 90 days prior to the contract expiration.

Notice of Contract Award: E194-72844
VDGIF ANNUAL WILDLIFE CALENDAR

Division of Purchases and Supply * PO Box 1199 * Richmond, VA 23218-1199

PURCHASE VOLUME REPORT

The contractor shall furnish the Division of Purchases and Supply a report of the total number of each contract item delivered under this contract at approximately 90 days prior to the contract expiration.

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.

BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for 30 days. At the end of the 30 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

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.

7. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors 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, bidders 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, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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, bidders 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 AND TERMS AND CONDITIONS FOR IFBs:** 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 has questions about the specifications or other solicitation documents, the prospective bidder 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:**
1. **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.

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

- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder 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 physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder 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 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 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 clearly indicates in its bid 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, all bidders 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 under this solicitation, the bidder 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 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.)
- 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 web site (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 OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. 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: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. 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.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 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 eVA transaction fee will be invoiced 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 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 shall state bid prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.