



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

Notice of Contract Award

CONTRACT # E194-732

Contract Title: VSP Vehicle, Motorcycle & Trailer Inspection Stickers

1	DATE:	June 26, 2013
2	CONTRACT PERIOD:	July 1, 2013 – June 30, 2014
3	SUPERCEDES:	E194-574
4	AUTHORIZED USERS:	A156: Virginia State Police
5	CONTRACTOR'S eVA VENDOR ID#:	C2366
6	CONTRACTOR / VENDOR	RR Donnelley
7	CONTRACTOR CONTACT	Mark Costanzo
8	TERMS	Net 30
9	DELIVERY	Per Specification
10	F.O.B.	FOB Destination-Freight Prepaid
11	CONTRACT PRICES	Pricing Schedule Attached
12	DPS CONTRACT OFFICER	Name: Kirby L. Battle, Jr 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** for the Virginia State Police, in the purchase of any commodity listed herein.

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

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1. CONTRACTOR / VENDOR INFORMATION

Contractor Name	eVA Vendor ID#	Location Address(es)	Contact Information (Name, Phone, Fax and Email)
RR Donnelley	C2366	7202 Glen Forest Drive, Ste 100 Richmond, VA 23226	Mark Costanzo (804) 281-1838 (804) 288-4868, Fax mark.costanzo@rrd.com

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. Contract vendors shall also use this form to initiate complaints concerning entities. This form may be downloaded from the internet at www.eva.virginia.gov (Click on the Buyer tab, then on "Procurement Complaint Form").
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.

Create a catalog order using the eVA keyword feature

Always review contract for terms/conditions and special instructions

1. Log in to your eVA account.
 2. Click on “e-mall.”
 3. <Create><Requisition>
 4. Fill in header information.
 5. Click “next.”
 6. In the top white box type in the eVA keyword from the contract line description. This is a yellow highlighted number. It is different for each line item. Click on “search.”
 7. Search for the appropriate line item. You will see the lot and item in the description on the right side of the screen.
 8. Choose quantity.
 9. Click “add to cart.”
-

3. COMMODITY INFORMATION & PRICING

Line Number	Product Number	Description	Unit of Measure	Unit Price / M
1.	AP-A-SP131 Keyword: E1947321	Approval Sticker S.P. 131 (240,000 Books /25 sets each)	M	\$67.50
2.	AP-A-SP131-RAST Keyword: E1947321	Approval Sticker Books: Additional 1,000's RAST	M	\$67.49
3.	MIT-A Keyword: E1947322	Monthly Insert Tab for Approval Sticker S.P. 131 (500,000 per month January - December)	M	\$ 7.31
4.	MIT-A-RAST Keyword: E1947322	Monthly Insert Tabs; Additional 1,000's RAST	M	\$ 7.30
5.	YIT-A-RAST Keyword: E1947323	Yearly Insert Tabs for Approval Sticker S.P. 131	M	\$ 7.25
6.	YIT-A-RAST-RAST Keyword: E1947323	Yearly Insert Tabs: Additional 1,000's RAST	M	\$ 7.24
7.	AP-TR Keyword: E1947324	Approval Stickers for TRAILER (8000 Books, 25 sets / each book)	M	\$217.78
8.	AP-TR-RAST Keyword: E1947324	Approval Stickers for TRAILER: Additional 1,000's RAST	M	\$217.77
9.	AP-MC Keyword: E1947325	Approval Stickers for MOTORCYCLE (8000 Books, 25 sets / each book)	M	\$217.78
10.	AP-MC-RAST Keyword: E1947325	Approval Stickers for MOTORCYCLE: Additional 1,000's RAST	M	\$217.77
11.	MIT-TM Keyword: E1947326	Monthly Trailer / Motorcycle INSERT TABS for Approval Stickers. 30,000 per month / each (January - December).	M	\$36.20
12.	MIT-TM-RAST Keyword: E1947326	Trailer / Motorcycle INSERT TABS: Additional 1,000's RAST	M	\$36.19
13.	YIT-TM Keyword: E1947327	Yearly Trailer / Motorcycle INSERT TABS for Approval Stickers.	M	\$32.89
14.	YIT-TM-RAST Keyword: E1947327	Yearly Trailer / Motorcycle INSERT TABS for Approval Stickers: Additional 1,000's RAST	M	\$32.88
15.	AA Keyword: E1947328	Author Alterations	Hour	\$100.00

4. ADDITIONAL INFORMATION

1. RENEWAL OF CONTRACT

At the sole discretion of the Division of Purchases and Supply, and at a reasonable time (approximately 90 days) prior to its expiration date, this contract may be renewed for up to four (4) additional one-year periods, upon agreement of both parties.

Renewal Number	Renewal Period Length	Effective Date	Expiration Date
1	1 Year	7/1/2014	6/30/2015
2	1 Year	7/1/2015	6/30/2016
3	1 Year	7/1/2016	6/30/2017
4	1 Year	7/1/2017	6/30/2018

2. 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.

3. NUMBERING

Stickers shall be consecutively numbered on the face and reverse. *Guaranteed no missing or duplicate numbers on all certificates and stickers is required.* **Numbering shall be in the following format: H6000001.** Beginning and ending numbers will be provided by the Department of State Police. Erasures, strikeovers, and misprints will not be acceptable. Numerals on face shall be 3/16" and printed in bold black; numerals on back shall be 3/16" high and printed in bold black. Placement shall be either horizontally in the upper right corner or vertically on the lower right side.

- Numbers shall be the same on the stickers and the corresponding certificates. Numerals on the certificates shall be 3/16" and printed in bold black.
- Front cover of each book shall have *printed* on it the beginning and ending numbers of certificates and stickers within each book.

4. PACKAGING

Inner boxes shall contain 10 books each, in numerical sequence. Each box shall be labeled on end as to contents and quantity/box. Label shall also include the beginning and ending numbers of certificates and stickers contained in each box. Boxes shall be 80# cardboard, minimum; .025" thick, constructed with taped corners. Each box shall measure approximately 5-1/4" long X 5" wide X 3" deep, with removable lid.

- **A security warning label, reading "ALWAYS STORE THESE DOCUMENTS IN A SECURE AREA TO PREVENT UNAUTHORIZED USE" must be printed on or securely affixed to each box. The security warning label shall be printed in red ink and at least 32-point, minimum, type shall be used.**
- 20 inner boxes shall be boxed in each double-walled shipping case. Shipping cases shall be labeled as to contents and quantity/case. Cases shall be numbered from #1 through 1200 with minimum 3/8" lettering. Label shall also include the beginning and ending numbers of

certificates and stickers contained in each case. Labels shall be on the end of each case facing out.

- Cases shall be shrink wrapped or banded on 36” industry standard hardwood pallets with no bottom straps with 20 cases maximum per pallet.

5. DELIVERY

Inside delivery is required at the Safety Division, Virginia State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

- **Dock will not accommodate trucks longer than 28 feet.**
- Delivery Trucks shall be equipped with lift gate.
- Pallets shall not exceed 2,000lbs. and overall height shall not exceed 40” because of dock conditions at the State Police Headquarters.
- Delivery hours are 8:30am – 2:00pm, Monday – Friday. Dockplate and pallet jack are available for contractors use.
- Distance from dock to storage area is approximately 100 feet.
- See Specification for detailed delivery schedule. Liquidated damages will be assessed for deliveries made after September 15, 2014.

6. BILLING & SHIPPING: Bill as shipped

- **Ship To:**
Department of State Police Warehouse
Safety Division
7700 Midlothian Turnpike
North Chesterfield, VA 23235
- **Bill To:**
Department of State Police Billing
P.O. box 27472
Richmond, VA 23261-7472

***Billing and Shipping information is typical for all line items**

5. SCOPE OF WORK / GENERAL & TECHNICAL SPECIFICATIONS

1. SCOPE

The purpose of this invitation is to solicit SEALED bids, from qualified responsible and responsive bidders, that will result in an initial one year term contract (with 4 possible additional renewal options) to print and supply VEHICLE INSPECTION STICKERS as described herein to the Virginia State Police located at 7700 Midlothian Turnpike, North Chesterfield, VA 23235 according to terms, conditions and specification provided in this Invitation For Bid (IFB, Solicitation E194-1695).

SPECIFICATION FOR VEHICLE INSPECTION STICKERS

APPROVAL STICKERS

S.P. 131

- Quantity:** 6,000,000 sets - 240,000 books.
- Size:** Each book of approval stickers shall measure at least 2-3/4" high x 4-3/4" wide. The maximum acceptable size of each book shall be 2.833" high x 4-3/4" wide. Contractor's choice of size. However, all books furnished in fulfillment of this contract shall be the same size. Twenty-five (25) complete sets shall be bound in each book. Each set shall consist of three certificates (white, pink, and canary sheets) and one approval sticker. Each sheet (including the sticker) shall be perforated 3/4" from left.
- Each book of approval stickers shall have a manila cover stamped/printed with the word "AUTO" 2 7/16" vertical and a chipboard back. Each book shall be side stitched with two heavy-duty stitches.
- Copy:** Contractor shall be responsible for all typesetting, paste-up and layout. See enclosed photocopies for style. All documents shall be reset. Typefaces will be chosen from contractor's available inventory. Front of white and canary certificates shall be common. There is a type change on the pink certificate. Additionally, back of the pink certificate shall be printed.
- Proof:** Velox, blueline, or acetate proof is required for all typeset pieces. Proofs will be received and reviewed only during normal working hours.
- Should additional proof(s) be required due to contractors errors, such proofs shall be furnished at no additional charge. Delivery by the specified date shall be required.
- Proofs shall be delivered to Captain R. B. Saunders, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.
- Stock:** Cover - 125# manila cover.
Certificates - Ply 1 – White 16lb CB

Ply 2 – Pink 14.5lb CFB

Ply 3 – Yellow 15lb CF

Back - .040" - .045" chipboard with flap attached in the back to prevent any manifolding from taking place ply to ply.

Ink:

Cover - Black ink, one side only.

White and canary sheets - Black ink, one side only.

Pink sheets - Black ink, two sides.

Stickers:

The base material shall be a white material, coated on one side to impede moisture absorption. Stock shall be free of fluorescent brighteners. Stock shall be designed for multi-color face and back printing. Base material without adhesive shall be no thicker than .005" and no thinner than .0025".

The back side shall readily accept writing by ballpoint pen or pencil.

The sticker shall have a void feature in the areas outside the insert boxes which contact the windshield. This feature shall cause the bright yellow and black inks to separate from the base material and remain on the vehicle's windshield with any attempt to intentionally or manually remove the sticker. The void feature may be designed to cause the word *VOID* to appear or to cause all color and ink to remain on the vehicle's windshield. Sticker shall be printed on the face in bright yellow, with black lettering. The upper portion shall have two 1-7/8" X 1" boxes. The center of each box shall have the following wording in 1/8" lettering, printed in a 30% screen:

Left Border - "MONTH"

Right Border - "YEAR"

Stock must be compatible with stock used on the month and year insert stickers. The printed stickers must be colorfast to withstand any deterioration or fading for a *minimum* of one year after application.

Sticker shall print on back in black ink only. The adhesive used on this material must be a crystal, non-yellowing firm acrylic pressure sensitive adhesive, with high peel and good sheet strength. Adhesive must be long aging, giving a permanent bond to a flat or curved glass surface. *Once properly applied, the sticker/insert tab set must attain a sufficiently tight bond to the windshield so that it will remain affixed for at least one year under adverse temperature and humidity conditions, or until it is intentionally or manually removed.* The inks used must migrate into the adhesive, effectively making the ink an integral part of both base material and adhesive to further prevent unauthorized transfer.

Adhesive used on these stickers must be compatible with the adhesive used on the month and year insert stickers.

Insert tabs and stickers must have a guaranteed *minimum* application temperature of at least 40° Fahrenheit.

The liner, placed over the front of the sticker, must be so constructed of silicone-treated kraft as to permit easy removal by hand. *An opaque liner is not acceptable.* Liner must be translucent so that all face printing, numbering and colors can be easily discerned without removal or lifting of the liner. Both liner and sticker shall remain flat at all times, regardless of changes in humidity

or temperature. The liner must be furnished with a clearing slit, vertically die cut between the two boxes.

Numbering: Stickers shall be consecutively numbered on the face and reverse. *Guaranteed no missing or duplicate numbers on all certificates and stickers is required.* **Numbering shall be in the following format: H6000001.** Beginning and ending numbers will be provided by the Department of State Police. Erasures, strikeovers, and misprints will not be acceptable. Numerals on face shall be 3/16" and printed in bold black; numerals on back shall be 3/16" high and printed in bold black. Placement shall be either horizontally in the upper right corner or vertically on the lower right side.

Numbers shall be the same on the stickers and the corresponding certificates. Numerals on the certificates shall be 3/16" and printed in bold black.

Front cover of each book shall have *printed* on it the beginning and ending numbers of certificates and stickers within each book.

Packaging:

Inner boxes shall contain 10 books each, in numerical sequence. Each box shall be labeled on end as to contents and quantity/box. Label shall also include the beginning and ending numbers of certificates and stickers contained in each box. Boxes shall be 80# cardboard, minimum; .025" thick, constructed with taped corners. Each box shall measure approximately 5-1/4" long X 5" wide X 3" deep, with removable lid.

A security warning label, reading "ALWAYS STORE THESE DOCUMENTS IN A SECURE AREA TO PREVENT UNAUTHORIZED USE" must be printed on or securely affixed to each box. The security warning label shall be printed in red ink and at least 32-point, minimum, type shall be used.

20 inner boxes shall be boxed in each double-walled shipping case. Shipping cases shall be labeled as to contents and quantity/case. Cases shall be numbered from #1 through 1200 with minimum 3/8" lettering. Label shall also include the beginning and ending numbers of certificates and stickers contained in each case. Labels shall be on the end of each case facing out.

Cases shall be shrink wrapped or banded on 36" industry standard hardwood pallets with no bottom straps with 20 cases maximum per pallet.

Delivery:

Inside delivery is required at the Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

Dock will not accommodate trucks longer than 28 feet.

Delivery Trucks shall be equipped with lift gate.

Pallets shall not exceed 2,000lbs. and overall height shall not exceed 40" because of dock conditions at SPHQ.

Delivery hours are 8:30am – 2:00pm, Monday – Friday. Dockplate and pallet jack are available for contractors use.

Distance from dock to storage area is approximately 100 feet. **BILL AS SHIPPED.**

Delivery is required between September 1, 2014 and September 15, 2014.

Liquidated damages will be assessed for deliveries made after September 15, 2014.

MONTHLY INSERT TABS FOR APPROVAL STICKERS

Quantity: 6,000,000 each insert tabs. Specific quantity for each month shall be:

Month 1 (January)	–	500,000
Month 2 (February)	–	500,000
Month 3 (March)	–	500,000
Month 4 (April)	–	500,000
Month 5 (May)	–	500,000
Month 6 (June)	–	500,000
Month 7 (July)	–	500,000
Month 8 (August)	–	500,000
Month 9 (September)	–	500,000
Month 10 (October)	–	500,000
Month 11 (November)	–	500,000
Month 12 (December)	–	500,000

Size: 1-7/8" X 1" -- strip size of five tabs shall measure approximately 5" X 1-7/8".

Copy: Contractor shall be responsible for all typesetting, paste-up and layout. See enclosed photocopy for style. Copy on each tab insert shall be the appropriate month name vertical and month numeral which shall measure approximately 1-5/8" tall.

It is the responsibility of the bidder, upon notification of award, to contact the agency to arrange pickup of copy.

Proof: One velox, blueline, or acetate proof of a strip of 50 insert tabs, with perforations and kiss cuts marked. Proof will be received and reviewed only during normal working hours.

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

Proofs shall be delivered to Captain R. B. Saunders, Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

Stock: The base material shall be 1 mil clear polyester film treated with a pressure sensitive acrylic adhesive. **Insert tabs are attached by service station personnel to the approval stickers and stock and adhesive must be compatible with these stickers.**

The set of approval stickers and insert tabs must adhere to the windshield for a minimum period of one year under adverse temperature and humidity conditions. The adhesive shall not separate from the insert and must bond to the windshield until it is intentionally removed. Insert tabs and stickers must have a guaranteed *minimum* application temperature of at least 40° Fahrenheit.

Ink: Black sun-resistant ink is required. Excellent coverage is required. Numerals shall read right side up when viewed from the outside of the automobile. The printed tab inserts must be colorfast to withstand any deterioration or fading for a *minimum* of one year after application.

Binding: Contractor shall produce 50 tabs per strip. Each strip shall be kiss cut between tabs to facilitate quick and easy removal of each number from the backing sheet. Contractor shall perforate and fanfold the backing sheet after each fifth number so that each strip shall measure 1-7/8" X 5".

Each fan folded strip of 50 numbers shall be individually retained by a rubber band to identify each fan folded set as a group of 50 numbers. Backing paper shall face out.

Each case and box shall identify quantity, type, month, and number of strips contained within. Cases shall contain 10 boxes of 10,000 per box. Box size - 5 3/4" wide x 2 1/4" high x 14 3/4" deep.

Packaging: Ten (10) boxes of 10,000 totaling 100,000 1-7/8" X 1" tabs per case. End label boxes/double-walled cases with quantity, type, month, and number of strips contained within. Cases shall be double-walled and shrink wrapped to 36" industry-standard hardwood pallets with no bottom straps with 20 cases maximum per pallet.

Delivery: Inside delivery is required at the Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

Dock will not accommodate trucks longer than 28 feet.

Delivery Trucks shall be equipped with lift gate.

Pallets shall not exceed 2,000lbs. and overall height shall not exceed 40" because of dock conditions at SPHQ.

Delivery hours are 8:30am – 2:00pm, Monday – Friday.

Dockplate and pallet jack are available for contractors use.

Distance from dock to storage area is approximately 100 feet. BILL AS SHIPPED.

Delivery is required between September 1, 2014 and September 15, 2014. Liquidated damages will be assessed for deliveries made after September 15, 2014.

YEARLY INSERT TABS FOR APPROVAL STICKERS

Quantity: 8,200,000 each.

Size: 1-7/8" X 1" - strip size of five tabs shall measure approximately 5" X 1-7/8".

Copy: Contractor shall be responsible for all typesetting, pasteup and layout. See enclosed photocopy for style. Copy on each tab insert shall be the appropriate year numerals (i.e. "16") which shall measure approximately 1-5/8" tall.

It is the responsibility of the bidder, upon notification of award, to contact the agency to arrange pickup of copy.

Proof: One velox, blueline, or acetate proof of a strip of five insert tabs, with perforations and kiss cuts marked. Proof will be received and reviewed only during normal working hours.

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 Captain R. B. Saunders, Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

Stock:

The base material shall be 1 mil clear polyester film treated with a pressure sensitive acrylic adhesive. **Insert tabs are attached by service station personnel to the approval stickers and stock and adhesive must be compatible with these stickers.**

The set of approval stickers and insert tabs must adhere to the windshield for a minimum period of one year under adverse temperature and humidity conditions. The adhesive shall not separate from the insert and must bond to the windshield until it is intentionally removed.

Insert tabs and stickers must have a guaranteed *minimum* application temperature of at least 40° Fahrenheit.

Ink:

Black and white sun-resistant inks are required. Strips shall print solid **SKY BLUE**; numerals shall reverse and print back in **WHITE**. Excellent coverage is required. Numerals shall read right side up when viewed from the outside of the automobile. The printed tab inserts must be colorfast to withstand any deterioration or fading for a *minimum* of one year after application.

Binding:

Contractor shall produce 50 tabs per strip. Each strip shall be kiss cut between tabs to facilitate quick and easy removal of each number from the backing sheet. Contractor shall perforate and fanfold the backing sheet after each fifth number so that each strip shall measure 1-7/8" X 5".

Each fan folded strip of 50 numbers shall be individually retained by a rubber band to identify each fan folded set as a group of 50 numbers. Backing paper shall face out.

Each case and box shall identify quantity, type, year, and number of strips contained within. Cases shall contain 10 boxes of 10,000 per box. Box size - 5 3/4" wide x 2 1/4" high x 14 3/4" deep.

Packaging:

Ten (10) boxes of 10,000 totaling 100,000 1-7/8" X 1" tabs per case. Box size – 5 3/4" wide x 2 1/4 " high x 14 3/4" deep. End label boxes/double-walled cases with quantity, type, year, and number of strips contained within. Cases shall be double-walled and shrink wrapped to 36" industry-standard hardwood pallets with no bottom straps and with 20 cases maximum per pallet.

Delivery:

Inside delivery is required at the Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

Dock will not accommodate trucks longer than 28 feet.

Delivery Trucks shall be equipped with lift gate.

Pallets shall not exceed 2,000lbs. and overall height shall not exceed 40" because of dock conditions at SPHQ.

Delivery hours are 8:30am – 2:00pm, Monday – Friday.

Dockplate and pallet jack are available for contractors use.

Distance from dock to storage area is approximately 100 feet. BILL AS SHIPPED.

Delivery is required between September 1, 2014 and September 15, 2014. Liquidated damages will be assessed for deliveries made after September 15, 2014.

APPROVAL STICKERS TRAILER:

- Quantity:** 200,000 sets - 8,000 books.
- Size:** Each book of approval stickers shall be 2-3/4" high X 4-3/4" wide. 25 complete sets shall be bound in each book. Each set shall consist of three certificates (white, pink, and canary sheets) and one approval sticker. Each sheet (including the sticker) shall be perforated 3/4" from left.
- Each book of stickers shall have a white cover stamped/printed with the word "TRAILER" 2 7/16" vertical and a chipboard back. Each book shall be side stitched with two heavy-duty stitches.
- Copy:** Contractor shall be responsible for all typesetting, paste-up, and layout. See enclosed photocopies for style. All documents shall be reset. Typefaces will be chosen from contractor's available inventory.
- Front of white and canary certificates shall be common. There is a type change on the pink certificate. Additionally, back of the pink certificate shall be printed.
- Proof:** Velox, blueline, or acetate proof is required for all typeset pieces. Proofs will be received and reviewed only during normal working hours.
- 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 Captain R B. Saunders, Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.
- Stock:** Cover - 125# white index.
- Certificates - Ply 1 – White 16lb CB
Ply 2 – Pink 14.5lb CFB
Ply 3 – Yellow 15lb CF
- Back - .040" - .045" chipboard with flap attached in the back to prevent any manifolding from taking place ply to ply.
- Ink:** Cover -- Black ink, one side only.
White and canary sheets -- Black ink, one side only.
Pink sheets -- Black ink, two sides.
- Stickers:** The stickers shall be a pressure sensitive, destructible vinyl manufactured to be suitable for exterior application on surfaces of bare or painted metal, vitreous enamel, glass and painted wood. Soft vinyl will NOT be acceptable. Base material without adhesive shall be no thicker than .004" and no thinner than .0025".

The adhesive used shall be permanent and shall not require water, solvent, or other wetting agent for activation. When properly applied to a suitable surface, this product shall withstand temperatures of -60 to 250° Fahrenheit. Stock and adhesive used on these stickers must be compatible with the adhesive used on the month and year insert stickers. Sticker shall print with bleed blue border. Two 1-7/8" X 1-3/4" boxes shall reverse, being separated from the blue background by a black border. The center of each box shall have the following wording in 1/8" lettering, printed in a 30% screen:

Left Border - "MONTH"

Right Border - "YEAR"

Black type shall overprint the blue background. A 1/4" X 1-3/4" box shall reverse the background into which consecutive numbers shall be printed.

After printing and numbering, the entire surface of each sticker shall be covered with a high gloss transparent clear coating.

The printed stickers must be sun resistant and colorfast. Stickers and inserts shall show no signs of cracking, fading, excessive chalking or other signs of deterioration for a *minimum* of one year after application.

Once properly applied, the sticker/insert tab set must attain a sufficiently tight bond so that it will remain affixed for at least one year under adverse temperature and humidity conditions, or until it is intentionally or manually removed. If any attempt is made to transfer the sticker, it shall self destruct through tearing or distortion.

Insert tabs and stickers must have a guaranteed *minimum* application temperature of at least 40° Fahrenheit.

The sticker shall have a protective liner placed over the adhesive which will serve as a carrier sheet. Both liner and sticker shall remain flat at all times, regardless of changes in humidity or temperature. The liner must be furnished with a clearing slit, vertically die cut 1" from the right edge.

The sticker shall have a security feature which shall safeguard the commonwealth against counterfeiting. This shall be accomplished by incorporating into the sticker a secret mark known only to the manufacturer and to authorized personnel of the commonwealth.

Numbering:

Stickers shall be consecutively numbered. *Guaranteed no missing or duplicate numbers on all certificates and stickers is required.*

Numbering shall be **T/H 690001** through **T/H 890000**.

Erasures, strikeovers, and misprints will not be acceptable.

Numerals on face shall be 3/16" and printed in bold black.

Numbers shall be the same on the stickers and the corresponding certificates.

Numerals on the certificates shall be 3/16" and printed in bold black. Front cover of each book shall have *printed* on it the beginning and ending numbers of certificates and stickers within each book.

Packaging:

Inner boxes shall contain 10 books each, in numerical sequence. Each box shall be labeled on end as to contents and quantity/box. Label shall also include the

beginning and ending numbers of certificates and stickers contained in each box. Boxes shall be 80# cardboard, minimum; .025" thick, constructed with taped corners. Each box shall measure approximately 5-1/4" long X 5" wide X 3" deep, with removable lid.

A security warning label, reading "ALWAYS STORE THESE DOCUMENTS IN A SECURE AREA TO PREVENT UNAUTHORIZED USE" must be printed on or securely affixed to each box. The security warning label shall be printed in red ink and at least 32-point, minimum, type shall be used.

20 inner boxes shall be boxed in each double-walled shipping case. Shipping cases shall be labeled as to contents and quantity/case. Label shall also include the beginning and ending numbers of certificates and stickers contained in each case. Labels shall be on the end of each case facing out.

Cases shall be shrink wrapped or banded on 36" industry standard hardwood pallets with no bottom straps and with 20 cases maximum per pallet.

Delivery:

Inside delivery is required at the Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

Dock will not accommodate trucks longer than 28 feet.

Delivery Trucks shall be equipped with lift gate.

Pallets shall not exceed 2,000lbs. and overall height shall not exceed 40" because of dock conditions at SPHQ.

Delivery hours are 8:30am – 2:00pm, Monday – Friday. Dockplate and pallet jack are available for contractor's use.

Distance from dock to storage area is approximately 100 feet. BILL AS SHIPPED.

Delivery is required between September 1, 2014 and September 15, 2014. Liquidated damages will be assessed for deliveries made after September 15, 2014.

APPROVAL STICKERS MOTORCYCLE:

Quantity:

200,000 sets - 8,000 books.

Size:

Each book of approval stickers shall be 2-3/4" high X 4-3/4" wide. 25 complete sets shall be bound in each book. Each set shall consist of three certificates (white, pink, and canary sheets) and one approval sticker. Each sheet (including the sticker) shall be perforated 3/4" from left.

Each book shall have a white cover stamped/printed with the word 'MOTORCYCLE' 2 7/16" vertical and chipboard back. Each book shall be side stitched with two heavy-duty stitches.

Copy:

Contractor shall be responsible for all typesetting, pasteup, and layout. See enclosed photocopies for style. All documents shall be reset. Typefaces will be chosen from contractor's available inventory.

Front of white and canary certificates shall be common. There is a type change on the pink certificate. Additionally, back of the pink certificate shall be printed.

Proof:

Velox, blueline, or acetate proof is required for all typeset pieces. Proofs will be received and reviewed only during normal working hours.

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 Captain R B. Saunders, Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

Stock:

Cover - 125# white index.

Certificates - Ply 1 – White 16lb CB
Ply 2 – Pink 14.5lb CFB
Ply 3 – Yellow 15lb CF

Back - .040" - .045" chipboard with flap attached in the back to prevent any manifolding from taking place ply to ply.

Ink:

Cover - Black ink, one side only.

White and canary sheets - Black ink, one side only.

Pink sheets - Black ink, two sides.

Stickers:

The stickers shall be a pressure sensitive, destructible vinyl manufactured to be suitable for exterior application on surfaces of bare or painted metal, vitreous enamel, glass and painted wood. Soft vinyl will NOT be acceptable. Base material without adhesive shall be no thicker than .004" and no thinner than .0025".

The adhesive used shall be permanent and shall not require water, solvent, or other wetting agent for activation. When properly applied to a suitable surface, this product shall withstand temperatures of -60 to 250° Fahrenheit. Stock and adhesive used on these stickers must be compatible with the adhesive used on the month and year insert stickers. Sticker shall print with bleed orange border. Two 1-7/8" X 1-3/4" boxes shall reverse, being separated from the blue background by a black border. The center of each box shall have the following wording in 1/8" lettering, printed in a 30% screen:

Left Border - "MONTH"

Right Border - "YEAR"

Black type shall overprint the orange background. A 1/4" X 1-3/4" box shall reverse the background into which consecutive numbers shall be printed. After printing and numbering, the entire surface of each sticker shall be covered with a high gloss transparent clear coating.

The printed stickers must be sun resistant and colorfast. Stickers and inserts shall show no signs of cracking, fading, excessive chalking or other signs of deterioration for a *minimum* of one year after application.

Once properly applied, the sticker/insert tab set must attain a sufficiently tight bond so that it will remain affixed for at least one year under adverse temperature and humidity conditions, or until it is intentionally or manually removed. If any

attempt is made to transfer the sticker, it shall self-destruct through tearing or distortion.

Insert tabs and stickers must have a guaranteed *minimum* application temperature of at least 40° Fahrenheit.

The sticker shall have a protective liner placed over the adhesive which will serve as a carrier sheet. Both liner and sticker shall remain flat at all times, regardless of changes in humidity or temperature. The liner must be furnished with a clearing slit, vertically die cut 1" from the right edge.

The sticker shall have a security feature which shall safeguard the commonwealth against counterfeiting. This shall be accomplished by incorporating into the sticker a secret mark known only to the manufacturer and to authorized personnel of the commonwealth.

Numbering:

Stickers shall be consecutively numbered. *Guaranteed no missing or duplicate numbers on all certificates and stickers is required.*

Numbering shall be **M/B 600001** through **M/B 800000**.

Erasures, strikeovers, and misprints will not be acceptable.

Numerals on face shall be 3/16" and printed in bold black.

Numbers shall be the same on the stickers and the corresponding certificates.

Numerals on the certificates shall be 3/16" and printed in bold black. Front cover of each book shall have *printed* on it the beginning and ending numbers of certificates and stickers within each book.

Packaging:

Inner boxes shall contain 10 books each, in numerical sequence. Each box shall be labeled on end as to contents and quantity/box. Label shall also include the beginning and ending numbers of certificates and stickers contained in each box. Boxes shall be 80# cardboard, minimum; .025" thick, constructed with taped corners. Each box shall measure approximately 5-1/4" long X 5" wide X 3" deep, with removable lid.

A security warning label, reading "ALWAYS STORE THESE DOCUMENTS IN A SECURE AREA TO PREVENT UNAUTHORIZED USE" must be printed on or securely affixed to each box. The security warning label shall be printed in red ink and at least 32-point, minimum, type shall be used.

20 inner boxes shall be boxed in each double-walled shipping case.

Shipping cases shall be labeled as to contents and quantity/case. Label shall also include the beginning and ending numbers of certificates and stickers contained in each case. Label shall be on the end of each case facing out.

Cases shall be shrink wrapped or banded on 36" industry standard hardwood pallets with no bottom straps and with 20 cases maximum per pallet.

Delivery:

Inside delivery is required at the Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

Dock will not accommodate trucks longer than 28 feet.

Delivery Trucks shall be equipped with lift gate.

Pallets shall not exceed 2,000 lbs. and overall height shall not exceed 40" because of dock conditions at SPHQ.

Delivery hours are 8:30am – 2:00pm, Monday – Friday.

Dockplate and pallet jack are available for contractor's use.

Distance from dock to storage area is approximately 100 feet. BILL AS SHIPPED.

Delivery is required between September 1, 2014 and September 15, 2014. Liquidated damages will be assessed for deliveries made after September 15, 2014.

YEARLY INSERT TABS FOR T/M APPROVAL STICKERS

- Quantity:** 375,000 each insert tabs.
- Size:** 1-3/4"W X 1-7/8"H - strip size of five tabs shall measure approximately 8-3/4"W X 1-7/8"H.
- Copy:** Contractor shall be responsible for all typesetting, paste-up, and layout. See enclosed photocopy for style. Copy on each tab insert shall be the following: "T/M Expires 16".
- It is the responsibility of the bidder, upon notification of award, to contact the agency to arrange pickup of copy.
- Proof:** One velox, blueline, or acetate proof of a strip of five insert tabs, with and kiss cuts marked. Proof will be received and reviewed only during normal working hours.
- 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 Captain R B. Saunders, Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.
- Stock:** The base material shall be pressure sensitive 2 mil destructible white vinyl - same material as used on the trailer and motorcycle approval stickers - suitable for exterior application. *Mylar is not acceptable.*
- The adhesive used shall be permanent and shall not require water, solvent, or other wetting agent for activation. When properly applied to a suitable surface, this product shall withstand temperatures of -60 to 250° Fahrenheit. Stock and adhesive used on these insert tabs must be compatible with the adhesive used on the approval stickers and the year insert tabs.
- The sticker shall have a protective liner placed over the adhesive which will serve as a carrier sheet. Both liner and sticker shall remain flat at all times, regardless of changes in humidity or temperature.
- The printed insert tabs must be sun resistant and colorfast.
- Stickers and inserts shall show no signs of cracking, fading, excessive chalking or other signs of deterioration for a *minimum* of one year after application.

Once properly applied, the sticker/insert tab set must attain a sufficiently tight bond so that it will remain affixed for at least one year under adverse temperature and humidity conditions, or until it is intentionally or manually removed. If any attempt is made to transfer the insert tab, it shall self destruct through tearing or distortion.

Insert tabs and stickers must have a guaranteed *minimum* application temperature of at least 40° Fahrenheit.

Ink: Black sun-resistant ink is required. Excellent coverage is required.

Binding: Contractor shall produce five tabs per strip. Each strip shall be kiss cut between tabs to facilitate quick and easy removal of each number from the liner.

Packaging: All strips shall be packaged with 5000 inserts (1000 strips of 5 inserts per strip) per box. Each case and box shall be labeled on end to identify quantity, type, month, and number of strips contained within. Cases shall be shrink wrapped or banded on 36" industry-standard hardwood pallets with no bottom straps and with 20 cases maximum per pallet.

Delivery: Inside delivery is required at the Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

Dock will not accommodate trucks longer than 28 feet.

Delivery Trucks shall be equipped with lift gate. Pallets shall not exceed 2,000 lbs. and overall height shall not exceed 40" because of dock conditions at SPHQ.

Delivery hours are 8:30am – 2:00pm, Monday – Friday.

Dockplate and pallet jack are available for contractors use.

Distance from dock to storage area is approximately 100 feet. BILL AS SHIPPED.

Delivery is required between September 1, 2014 and September 15, 2014. Liquidated damages will be assessed for deliveries made after September 15, 2014.

MONTHLY INSERT TABS FOR T/M APPROVAL STICKERS

Quantity: **360,000** each insert tabs. Specific quantity for each month shall be:

Month 1 (January)	--	30,000 tabs
Month 2 (February)	--	30,000 tabs
Month 3 (March)	--	30,000 tabs
Month 4 (April)	--	30,000 tabs
Month 5 (May)	--	30,000 tabs
Month 6 (June)	--	30,000 tabs
Month 7 (July)	--	30,000 tabs
Month 8 (August)	--	30,000 tabs
Month 9 (September)	--	30,000 tabs
Month 10 (October)	--	30,000 tabs
Month 11 (November)	--	30,000 tabs

Month 12 (December) -- 30,000 tabs

Size: 1-3/4"W X 1-7/8"H -- strip size of five tabs shall measure approximately 8-3/4"W X 1-7/8"H.

Copy: Contractor shall be responsible for all typesetting, paste-up, and layout. See enclosed photocopy for style. Copy on each tab insert shall be the appropriate month numeral which shall measure approximately 1-3/4" tall.

It is the responsibility of the bidder, upon notification of award, to contact the agency to arrange pickup of copy.

Proof: One velox, blueline, or acetate proof of a strip of five insert tabs, with and kiss cuts marked. Proof will be received and reviewed only during normal working hours.

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 Captain R. B. Saunders, Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

Stock: The base material shall be pressure sensitive 2 mil destructible white vinyl -- same material as used on the trailer and motorcycle approval stickers -- suitable for exterior application. *Mylar is not acceptable.*

The adhesive used shall be permanent and shall not require water, solvent, or other wetting agent for activation. When properly applied to a suitable surface, this product shall withstand temperatures of -60 to 250° Fahrenheit. Stock and adhesive used on these insert tabs must be compatible with the adhesive used on the approval stickers and the year insert tabs.

The sticker shall have a protective liner placed over the adhesive which will serve as a carrier sheet. Both liner and sticker shall remain flat at all times, regardless of changes in humidity or temperature. The printed insert tabs must be sun resistant and colorfast. Stickers and inserts shall show no signs of cracking, fading, excessive chalking or other signs of deterioration for a *minimum* of one year after application.

Once properly applied, the sticker/insert tab set must attain a sufficiently tight bond so that it will remain affixed for at least one year under adverse temperature and humidity conditions, or until it is intentionally or manually removed. If any attempt is made to transfer the insert tab, it shall self destruct through tearing or distortion.

Insert tabs and stickers must have a guaranteed *minimum* application temperature of at least 40° Fahrenheit.

Ink: Black sun-resistant ink is required. Excellent coverage is required.

Binding: Contractor shall produce five tabs per strip. Each strip shall be kiss cut between tabs to facilitate quick and easy removal of each number from the liner.

Packaging: All strips shall be packaged with 5000 inserts (1000 strips of 5 inserts per strip) per box. Each case and box shall be labeled on end to identify quantity, type,

month, and number of strips contained within. Cases shall be shrink wrapped or banded on 36" industry-standard hardwood pallets with no bottom straps and with 20 cases maximum per pallet.

Delivery:

Inside delivery is required at the Safety Division, State Police Headquarters, 7700 Midlothian Turnpike, North Chesterfield, VA 23235.

Dock will not accommodate trucks longer than 28 feet.

Delivery Trucks shall be equipped with lift gate.

Pallets shall not exceed 2,000lbs. and overall height shall not exceed 40" because of dock conditions at SPHQ.

Delivery hours are 8:30am – 2:00pm, Monday – Friday.

Dockplate and pallet jack are available for contractors use. Distance from dock to storage area is approximately 100 feet. BILL AS SHIPPED.

Delivery is required between September 1, 2014 and September 15, 2014.

Liquidated damages will be assessed for deliveries made after September 15, 2014.

6. GENERAL TERMS AND CONDITIONS

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

B. APP. LAWS AND COURTS:

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:

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

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

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

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

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

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's: 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

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 (1 of 4)

PAYMENT (part 1 of 4): 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.(Continued on part 2)

J. PAYMENT (2 of 4)

PAYMENT (part 2 of 4): 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. (continued on part 3)

J. PAYMENT (3 of 4)

PAYMENT (part 3 of 4): 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.

J. PAYMENT (4 of 4)

PAYMENT (part 4 of 4): The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS

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

QUALIFICATIONS OF (BIDDERS/OFFERORS): 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

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

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

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

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

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

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 (1 of 3)

INSURANCE (part 1 of 3): 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. (continued in part 2)

T. INSURANCE (2 of 3)

INSURANCE (part 2 of 3) 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.). (continued in part 3)

T. INSURANCE (3 of 3)

INSURANCE (part 3 of 3): 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

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.virginia.gov) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE

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

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 REGISTRATION (1 of 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: (part 1 of 2) The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All

bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows: a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse. b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

X. eVA REGISTRATION (2 of 2)

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: (part 2 of 2) 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:

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

BB. BUSINESS AUTHORIZATION

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.

7. SPECIAL TERMS AND CONDITIONS

SAMPLES: BIDDERS SHALL PROVIDE SAMPLES UPON REQUEST FOR ALL PAPER STOCK QUOTED. EACH OF THE SAMPLE SHEETS SHALL BE LABELED AND IDENTIFIED AS TO ITS INTENDED PURPOSE. SAMPLES OF THE INSPECTION STICKER BOOKLET MAY ALSO BE REQUIRED AND SHALL BE MADE AVAILABLE WITHIN 7 DAYS OF REQUEST FOR SAMPLE.

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.

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 halftones or screentints 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 the same excellent quality.

AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S): An award will be made to the lowest responsive and responsible bidder however; the award may be made to a reasonably priced DMBE-certified small business bidder that is other than the lowest priced bidder. Evaluation will be based on net prices. 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 right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. 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.

RENEWAL OF CONTRACT: At the sole discretion of the Division of Purchases and Supply, and at a reasonable time (approximately 90 days) prior to its expiration date, this contract may be renewed for up to four (4) additional one-year periods, upon agreement of both parties.

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.

Section 09

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.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of paper only not to exceed the increase in the following index/indices: PPI Pressure Sensitive Products PCU3222223222225 and / or Coated & Laminated Paper MFG PCU322222322222. No price increases will be authorized for one (1) year after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 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.

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.

INSIDE DELIVERY: Prices quoted shall allow for "INSIDE DELIVERY". IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE DELIVERY AND RECEIVING REQUIREMENT AT EACH LOCATION AND TO PROVIDE SUFFICIENT PERSONNEL TO UNLOAD SHIPMENTS AND PLACE ORDER IN PROPER LOCATION.

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

PURCHASE DOLLAR REPORT: 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.

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.

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.

ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems desirable.

LIQUIDATED DAMAGES, GOODS AND: Delivery is required not later than that allowed for in the specification. It is hereby understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials or equipment are not delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of \$100 per day for each and every day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence or default on the part of the Commonwealth, public enemy, war, embargo and fire or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified at the purchasing office's sole discretion for good cause shown.