

DIVISION OF PURCHASES AND SUPPLY

1111 E. BROAD STREET, P. O. BOX 1199
RICHMOND, VIRGINIA 23219-1199

Renewal No.3 change
annotated in red

CONTRACT AWARD SUMMARY

- 1. DATE:April 5, 2012
- 2. COMMODITY NAME:Reader/Printer Microfilm
- 3. COMMODITY CODE: 57500
- 4. CONTRACT NUMBER:E194-763
- 5. CONTRACT PERIOD:April 8, 2011 through May 8, 2012
- 6. SUPERSEDES:E194-763-10
- 7. AUTHORIZED USERS:State Agencies and Other Public Bodies
- 8. CONTRACTORS' DUNS:072649791
- 9. CONTRACTOR:NMS Imaging
12041 Bournefield Way
Silver Spring, MD 20904
- 10. CONTACT:Ganesh Venkat
Telephone: (240) 645-4357
E-mail: gvenkat@nmsimaging.com
- 11. TERMS:Net 30
- 12. DELIVERY:14 days ARO
- 13. F.O.B.: Destination
- 14. PRICESSee Page (17)
- 15. FOR FURTHER CONTRACT INFORMATION CONTACT:Sandra D. White
Telephone: (804) 786-0078
E-mail: sandra.white@dgs.virginia.gov

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE eVA WEBSITE UNDER 'STATE CONTRACTS': www.eva.virginia.gov

NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 7 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: 
Sandra. D. White/Statewide Service Contract Officer

INSTRUCTIONS

1. **Purchase orders will be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as 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 may use this contract only if the orders are placed through Eva.**
2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, county, town or political subdivision.
3. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Form "Complaint to State Vendor" (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, is available from the Division of Purchases and Supply website www.dgs.state.va.us (Click on DPS icon, click on DPS forms).
4. **Renewals:** **Three (3)** one year renewals remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
5. 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. **Warranty:** 90 days full warranty – Parts and Labor after installation date. Service hours are: 8:00 AM – 5:00 PM Monday through Friday. Service number: 1-800-228-1226 service email: service@nmsimaging.com



Master Agreement - E194 - 763 - 10 - New - Final

Term Contract for Reader/Printer Microfilm

Document Id: 763

Title: 194:50643JLM3

Print Date: 3/12/12

Procurement Folder: 50837

Procurement Type: Complex IFB

Effective Begin Date: 4/8/2011

Expiration Date: 4/7/2012

Contact Information

Sandra D. White

Phone: 804-786-0078

Email: sandra.white@dgs.virginia.gov

Authorized Agency

This term contract is available for use by all state agencies, institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia or any other entities as mutually agreed to by all parties.

Vendor

Legal Name: NMS Imaging

Contact Name: Ganesh Venkat

Location Legal Name: NMS Imaging

Contact Email: gvenkat@nmsimaging.com

Contact Phone: 240-645-4357

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	4/8/2011	4/7/2012	90
2	1	Years	4/8/2012	4/7/2013	90
3	1	Years	4/8/2013	4/7/2014	90
4	1	Years	4/8/2014	4/7/2015	90

Terms And Conditions

Section GEN

GENERAL TERMS AND CONDITIONS

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.dgs.state.va.us/dps under "Manuals."

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.

ANTI-DISCRIMINATION (1 of 2)

ANTI-DISCRIMINATION (part 1 of 2): 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). (continued on part 2)

ANTI-DISCRIMINATION (2 of 2)

ANTI-DISCRIMINATION (part 2 of 2): 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

CHANGES TO CONTRACT (1 of 2)

CHANGES TO THE CONTRACT (part 1 of 2): 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: (2a.) By mutual agreement between the parties in writing; or (2b.) 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 (continued on part 2)

CHANGES TO CONTRACT (2 of 2)

CHANGES TO THE CONTRACT (part 2 of 2): (2c.) 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.

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.

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.

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.

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.

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)

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)

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

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.

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.

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.

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.

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.

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)

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)

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.

PAYMENT (4 of 4)

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

eVA REGISTRATION (1 of 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 1 of 2): The eVA Internet electronic procurement solution, web site 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. (Continued on part 2)

eVA REGISTRATION (2 of 2)

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

BID PRICE CURRENCY:

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

Special Terms And Conditions

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.

ADVERTISING: In the event a contract is awarded for supplies, equipment, and/or services resulting from this bid, no indication of such sales or services to the Commonwealth of Virginia shall be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia has purchased or uses any of its products or services and the contractor shall not include the Commonwealth of Virginia in any client list in advertising and promotional materials.

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.

AWARD: The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

AUTHORIZED DEALER: By signing this bid, the Bidder certifies that it is a manufacturer authorized fleet dealer/representative for all equipment it proposes to furnish under any resulting contract. If requested by the Commonwealth, the Bidder shall provide supporting evidence from the manufacturer.

NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: **PRODUCERS PRICE INDEX WPU1541**. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 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 verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia and 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.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for four successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

BIDDER'S DATA SHEET: All bids shall be accompanied by a Bidder's Data Sheet (furnished herein, Attachment C) for each item of schedule on what a bid is submitted unless identical information is applicable to two or more items designated on a single sheet. Information provided by bidders on the Bidder Data Sheet must meet specifications as set forth herein. If the specifications provided fail to meet the specifications as outlined in the solicitation, the product will not be considered for award.

PRODUCT INFORMATION: The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive. Agencies may purchase items (printers) so long as such item is not available through VITA.

BID PRICES: The bidder shall insert a price for all lots/lines shown on bid. Items in the bid that require a price (this does not include optional equipment) that are left blank may be cause for declaring such bid as non-responsive and removed from further evaluation.

OPTIONAL EQUIPMENT: The Contractor's optional equipment cost shall be based on the Manufacturer Suggested Retail Price (MSRP) for each option listed. The contractor **MUST reduce the MSRP no less than 10% or provide the option(s) at the Contractor's cost(s)** . Please provide DPS a list of optional equipment offered by completing **Attachment E**, Optional Equipment, and submit with MSRP pricing or Contractor's cost if applicable. Failure to provide the requested information/pricing may be cause for the bid to be considered non-responsive.

Options listed on contract are authorized for use by all state agencies, institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia or any other entities as mutually agreed to by all parties.

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.

MAINTENANCE MANUALS: The Contractor shall provide, with each system ordered, one complete set of operational, service, programming (if applicable), preventative maintenance, and maintenance manuals; including assembly and wiring diagrams, electrical and electronic schematics, component views, and parts listed on all products offered. These manuals shall include a copy of all warranties.

TRAINING: The Contractor shall provide "hands on" equipment operation training at each installation set-up at a time agreed upon by the Contractor and Agency Representative.

WARRANTY: The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the submitted bid.

WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the pre-damage state at the contractor's expense.

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.

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.

USAGE REPORTS: The Contractor shall provide a quarterly usage report to DPS. (See Attachment D) This report shall reflect the **reader/printer microfilm** orders placed against the contract for the respective quarter. The Contractor must remit the report within 15 days after the end of each quarterly reporting period. The reporting periods are as follows:

<u>Period:</u>	<u>Report Due:</u>
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

If no orders were placed, the Contractor shall provide a usage report stating that no orders were placed against the contract during the specified reporting period.

EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises by the Contractor.

eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: It is anticipated that the contract will result in a purchase order (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 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 assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

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

Mandatory Acceptance of Small Purchase Charge Card: Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** *For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.***

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3, which is optional.** Information on the various levels for the **Bank of America (BOA) Visa Purchasing Card** is indicated below.

Charge Card Levels:

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

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

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

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

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

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

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

SURCHARGE ADJUSTMENT:

The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The Contractor must remit the SCA within 30 days after the end of each quarterly reporting. The SCA equals two percent (2%) of the total quarterly sales as previously reported in the Contractor’s monthly reports. Contractor shall remit the SCA together with a copy of the Contractor’s Report of Sales for the previous quarter. The SCA reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The SCA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.

Checks are to be payable to: **Treasurer of Virginia.**

Checks are mailed to:
Department of General Services
P.O. Box 267
Richmond, VA 23218-0267

If the full amount of the SCA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the SCA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including but not limited to disposal/recycling, labor, training, materials and other fees for orders placed under this Contract.

Commodity Information

Line: 1

NIGP Code: 57500

Description: Reader/Printer Microfilm

Unit Price: See pricing below

Estimated Delivery Days: 14

Unit: each

Delivery Type: Per Specifications

Ship To

Attention:

Shipping Location: eVA-Shipping Exception

Shipping Street Address 1: SEE COMMENTS

Shipping Address 2:

Shipping City: eVA

Shipping State: VA

Shipping Zip: 99999-9999

Bill To

Attention:

Billing Location: eVA-Billing Exception

Billing Street Address 1: Same as Ship To Address

Billing Street Address 2:

Billing City: eVA

Billing State: VA

Billing Zip: 99999-9999

Free On Board Name: FOB Destination-Freight Prepaid

Shipping Method: Vendor

**COMMONWEALTH OF VIRGINIA
Department of General Services
Division of Purchases and Supply**

Specifications

The specifications are written to meet the needs of the Commonwealth of Virginia; however, the contract resulting from this bid will be made available for use by all state agencies, institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia or any other entities as mutually agreed to by all parties. The following specifications are intended to define the level of quality and performance of the requested work and not to be restrictive by manufacturer, brand, method of configuring a system and/or method of accomplishing required function, unless otherwise indicated.

Bidder shall provide technical data, cut sheets, and any other information available to document compliance/equivalence with dimensions, quality, features, functions and performance.

All items being bid must be in production and not discontinued items.

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1. Work shall consist of providing all materials, labor, supervision, tools , equipment and incidentals necessary to furnish, install and render operational microfilm and/or microfiche (microform) systems for Statewide locations.
 2. All work requiring a Virginia Contractor's License will be performed by the requesting Agency/location.
 3. The requesting Agency will provide a 120 VAC receptacle and any required breakers/disconnects required for these units.
 4. The Contractor shall plan and coordinate the performance of the work with the requesting Agency's representative to minimize disruption of other Agency personnel and to complete work in an orderly and expeditious manner. The Contractor shall notify the Agency's representative at least five (5) calendar days before beginning the work.
 5. The work shall be performed by technicians who are employees of the Contractor and authorized by the Contractor to work on the specific equipment. The Technicians shall be supervised by full time foreman. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connecting with the work.
 6. The Contractor shall perform the described work in accordance with the manufacturer's recommendations and these specifications. The Contractor shall provide all incidental items necessary to provide a complete operational microform system. All installation setup debris shall be picked up and lawfully disposed of by the Contractor, off the requesting Agency's property at the conclusion of each work day.
 7. At the conclusion of the work, the Contractor shall demonstrate to the Agency's Representative that the work is fully operational and in compliance with these specifications and codes.
 8. Electrical Requirements: All equipment must be able to operate from a standard 120 VAC receptacle.

Specifications are minimum requirements.

Lot 2

Med-High Volume, Small Screen, Digital Microfilm Reader/Scanner and Printer

Line:

- 1) Type: Desktop universal reader/scanner
 - a. Screen size: approximately 12" x 12"
 - b. Optical Resolution: min 200 dpi
 - c. Film Format: 35mm and/or 16mm, microfiche, aperture cards
 - d. Image Rotation: 360 degree, optical image rotation
 - e. Lens: Zoom requirements with multiple or single zoom lenses to cover ranges from 9.5x to 50x
 - f. Exposure Control: Automatic / Manual

- 2) Printer: Laser Printer
 - a. Print Size: 8-1/2" x 11" (horizontal or vertical) and 11" x 17" using automatic rotation and bypass tray
 - b. Paper supply: 20 pound plain xerographic type bond cut sheet type
 - c. First print speed: under 20 seconds
 - d. Paper feed: automatic from paper cassette

Description	Item Code	MSRP	Price to State	% Off
MS6000MKII Scanner	820351	\$5,665.00	\$4,418.70	22.00%
MSP3500 Printer	4128351	\$2,425.00	\$1,891.50	22.00%
Roll Film Carrier 15 A (for 16mm ANSI cartridge)	1354812	\$3,224.00	\$2,675.92	17.00%
Roll Film Carrier 15 M (for 16mm M Type cartridge)	1355812	\$3,224.00	\$2,675.92	17.00%
Universal carrier-2 (for 16/35mm roll microfilm, microfiche, aperture cards, and jackets)	1373822	\$3,945.00	\$3,274.35	17.00%
microfiche/aperture card carrier	1357811	\$382.00	\$317.06	17.00%
Work-station for converting table top to floor model	94211604A	\$343.00	\$284.69	17.00%
Foot Switch	1379191	\$131.00	\$108.73	17.00%
M-Type Adapter Kit	9985612	\$225.00	\$186.75	17.00%
Vendor Card Interface Kit	816900001	\$10.00	\$8.30	17.00%
Grayscale Memory Board	4614336	\$1,302.00	\$1,080.66	17.00%
MS6000 Manual Masking Kit	1379106	\$310.00	\$257.30	17.00%
MARS Mini 2 Controller	1376812	\$1,932.00	\$1,603.56	17.00%
Prism Lens (Standard on MS 6000)	3028200	\$214.50	\$178.04	17.00%
PC Interface	1379207	\$247.00	\$205.01	17.00%
USB Interface Kit	1379337	\$252.00	\$209.16	17.00%
MS6000 MKII Printer Kit	1379367	\$150.00	\$124.50	17.00%
MSP 2000L Toner Cartridge	4152615	\$178.00	\$147.74	17.00%
MSP3000 Printer Imaging Unit	4161106	\$225.00	\$186.75	17.00%
MSP 2000L Drum Unit	4174315	\$190.00	\$157.70	17.00%
MSP3500 Drum	4563302	\$289.00	\$239.87	17.00%
Adjustable-Height Workstation	9986505050	\$373.00	\$309.59	17.00%
Image Pro Software	ImagePro	\$423.00	\$351.09	17.00%
MS7000 Manual Masking Kit	1379236	\$1,160.00	\$962.80	17.00%
7.5X Lens for MS7000MKII	1390110	\$860.00	\$713.80	17.00%
MS7000 MKII Printer Kit	1379357	\$150.00	\$124.50	17.00%
7.5x Lens for MS6000MKII	1360110	\$458.00	\$380.14	17.00%
9-16X Zoom Lens for MS6000MKII	1360210	\$695.00	\$576.85	17.00%
13-27X Zoom Lens for MS6000MKII	1360220	\$695.00	\$576.85	17.00%
23-50X Zoom Lens for MS6000MKII	1360230	\$695.00	\$576.85	17.00%
9-16X Zoom Lens for MS7000MKII	1390210	\$1,066.00	\$884.78	17.00%
13-27X Zoom Lens for MS7000MKII	1390220	\$1,066.00	\$884.78	17.00%

20-50X Zoom Lens for MS7000MKII	1390230	\$1,066.00	\$884.78	17.00%
MS7000MKII Scanner	816341	\$11,335.00	\$8,841.30	22.00%
UC 8 Universal Carrier (for 16/35mm roll microfilm, microfiche, aperture cards, and jackets)	7162812	\$2,500.00	\$2,075.00	17.00%
Konica Minolta SL 1000 Digital Film Scanner with SL Touch application software, 7x to 54x zoom lens (7x-105x Electronic Zoom), 1 second scan speed, fiche/aperture card film, micro opaque cards, 35mm slides, Auto Frame to Frame Scanning with motorized carrier, USB 2.0 Interface, Energy Star Award	NMS-SL1000A	\$7,900.00	\$7,110.00	10%
Konica Minolta SL 1000 Digital Film Scanner with SL Touch application software, 7x to 54x zoom lens (7x-105x Electronic Zoom), 1 second scan speed, fiche/aperture card film, micro opaque cards, 35mm slides, Auto Frame to Frame Scanning with motorized carrier, USB 2.0 Interface, Energy Star Award, PC*, 21" Monitor and Konica Minolta Bizhub20P Laser Printer	NMS-SL1000B	\$9,500.00	\$8,555.00	10%
Motorized 16/35mm roll microfilm carrier for SL 1000 Digital Film Scanner	NMS-SL1000-RFC1	\$2,050.00	\$1,845.00	10%
Manual 16/35mm roll microfilm carrier for SL 1000 Digital Film Scanner	NMS-SL1000-RFC2	\$1,030.00	\$927.00	10%
M Type Adapter Kit	NMS-SL1000-MA	\$206.00	\$185.40	10%