



August 29, 2008

Master Agreement - E194 - 57 - 1 - New – Final
Term Contract PF-99-09: Hauling, Moving, and Labor Services

Contract Period: September 1, 2008 through August 31, 2009

Authorized Users: Commonwealth of Virginia agencies and other public bodies.

NIGP Commodity Codes: 96239 & 96256

Contractor: DMBE Certified Small Business	eVA # C15054
KLOKE GROUP	Contact: Steve Anderson
1855 Boulevard West	Contact Phone: 804-353-0212
Richmond, VA 23230	Contact Fax: 804-355-0548
DUNS: 130532005	Contact Email: sandersen@kloke.com

VIEW AND PRINT THIS CONTRACT AND ANY CHANGES AT: www.eva.virginia.gov

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 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.

A handwritten signature in black ink that reads "Matt Manion".

Matt Manion, C.P.M., VCO
Statewide Service Contract Officer
Telephone: 804-786-2397
Fax: 804-786-5413
Email: Matt.Manion@dgs.virginia.gov

INTRODUCTION

This optional-use statewide term contract is established as a result of Invitation for Bids (IFB) number 05110400000000000113, Hauling, Moving, and Labor Services, issue date May 13, 2004, and the IFB terms and conditions are incorporated into this contract. DPS reference: eVA e-procurement folder number 99.

This purpose of this contract is to provide on-call hauling, moving, and labor services for Commonwealth of Virginia agencies and other public bodies. The contract is a firm hourly rate contract and orders will be placed on an "as-needed" basis by the agency or other public body. **Personal household moves are not included as part of this contract.**

This contract has an order limit of \$50,000. Agencies and other public bodies will be limited to issuing orders that do not exceed \$50,000 for any one requirement. Requirements estimated to cost over this amount are excluded from this contract.

The Commonwealth is divided into sixteen (16) geographic groups (zones). Each zone has up to four (4) moving companies listed (see attached Contractors by Zone listing). The Agency will select the "**First Contractor**" listed for the zone in which the Agency is located. If that Contractor is unavailable or cannot provide the service as requested, the Agency will document the file and proceed to the "**Second Contractor**" listed. If the second Contractor is unavailable or cannot provide the service as requested, the Agency will document the file and proceed to the "**Third Contractor**" listed. For Zone #11, if the third contractor cannot provide the services, the Agency will document the file and contact the "**Fourth Contractor**". If none of the Contractors can provide the service as required, the Agency may proceed to purchase the services using appropriate purchasing procedures in accordance with the Code of Virginia.

When contacting a contractor for an estimate of moving costs, identify whether or not you are using this contract. Make sure the contractor performs the "walk through" of your site prior to the contractor submitting their estimate. Before placing the order, confirm that the contractor's estimate is itemized reflecting the contract pricing. The estimate is to be used as a basis for your order.

When entering your order in the eVA email, use the appropriate search word found in the attached eVA Search Word Guide. This search word will find all the line items for the zone and contractor you select, simplifying the order creation process.

Please report unsatisfactory contractor performance.

See detailed procedures for using this contract in the "General Procedure" section of the Specifications Summary below.

Attached to this contract are the following:

- 1) Contractor Ranking by Zone
- 2) Zone Map
- 3) Pricing Worksheet
- 4) Contractor Contact List
- 5) Keyword Search Guide
- 6) Security Requirements for the Capitol Complex in Richmond, VA.
- 7) Security Form for the Capitol Complex in Richmond, VA
- 8) Daily Log sheet to be used by the contractor when performing moves.

A requesting agency or other public body may be referred to as the "agency" or "the

Commonwealth" throughout this contract.

INSTRUCTIONS

1. **ORDERS:**
 - A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA.
 - B. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible.
2. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
4. 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 (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 web site at www.eva.state.va.us.
5. **Renewals.** No renewal periods remain under this contract.
6. **Price Adjustments.** During the current term of the contract, price escalation may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.

SPECIFICATIONS SUMMARY

SCOPE OF WORK: The Contractors shall furnish, on an "on call" basis, all services, labor, travel, supervision, tools, materials, and equipment, as necessary, to relocate office furniture, equipment and other property as requested by agencies statewide divided into zones. Any specialized work, such as assembly or disassembly of a large system of modular furniture, partitions, etc., that requires skilled labor may be provided at the rate established in the contract. Personal household moves are not included in this contract.

- A. THIS SECTION IS PURPOSEFULLY LEFT BLANK
- B. **TYPES OF REQUIREMENTS:** Some examples of the types of hauling, moving and labor service requirements that agencies may request but are not limited to, are listed below.

1. Relocate furniture, equipment, and boxes of items from one room to another; one floor to another; one building to another. Boxes may be packed/unpacked by the using agency or the Contractor.
 2. Load/transport/unload agency exhibits to and/or from exhibit area or other designated places.
 3. Load/transport/unload agency scrap surplus property to city or county landfills.
 4. Load/transport/unload agency surplus property to a designated warehouse.
 5. Provide labor to assemble and disassemble and move modular furniture and partitions.
- C. REQUIREMENT LIMITATION: The maximum estimated cost for one particular requirement shall be \$50,000 for use of this contract; Agencies will be limited to issuing orders that do not exceed \$50,000 for any one requirement. Requirements estimated to cost over this amount are excluded from this contract. The minimum time for any one requirement for use of this contract is established at three (3) hours. The agency may utilize this contract for less-than-minimum requirements; however, a minimum charge of three (3) hours for any one applicable labor rate will apply. The minimum shall not apply to vehicle rates.
- D. RESPONSE TIME: The response time for the Contractor contacted by the Agency shall be within forty-eight (48) hours. The Contractor shall schedule a mutually convenient appointment with the requesting Agency to provide an estimate of the proposed work within this forty-eight hour period.
- E. HOURS OF WORK: Service shall be provided typically during normal work hours; however, the Contractor shall provide service during hours outside of normal work hours if requested by the Agency. Normal work hours shall be from 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding Commonwealth of Virginia holidays, and all categories shall be billed at the regular hourly rates. For service provided during hours other than the established normal work hours, labor may be billed by the Contractor at the overtime rate; however, there shall be no overtime rate for vehicles. The labor, truck, van, and tractor trailer hourly rate shall apply only to hours work is actually performed. Labor rates shall not apply to travel time to and from the work site, lunch or other breaks. The contractor and his/her personnel shall log in with the designated contract administrator at the work site each day before and after work to confirm labor hours.
- F. SECURITY: Contractors and employees of contractors shall adhere to all security requirements that an agency may impose. **Contractors and employees of contractors working on the Capitol Complex in Richmond, Virginia shall follow additional security requirements found in Attachment A to the contract.**
- G. PROPERTY CARRIER AUTHORITY PERMIT: Contractors must have a valid *Property Carrier Authority Permit* issued by the Commonwealth of Virginia

Department of Motor Vehicles. For information, contact the Department of Motor Vehicles *Motor Carrier Services Line* at 1-866-878-2582 (toll free). The Contractor shall maintain a valid *Property Carrier Authority Permit* during the term of the contract.

H. **CONTRACTOR'S REPORT OF SALES:** Contractor shall provide reporting on a monthly basis that breaks out the spend amounts by agency, Institution of Higher Education, Municipality and other Public Body, as well as the departmental and/or divisional levels that is buying. Electronic copies of reports are to be provided on the 15th of each month, reporting transactions that took place in the immediately prior month. At any time thereafter, as appropriate, additional reports may be agreed upon. Generally, the Commonwealth wants to capture, at a minimum, the information requested on the attached Microsoft Excel worksheet entitled Attachment E "Monthly Usage Report". All reports shall be forwarded electronically via email *using the Microsoft Excel Spreadsheet format* provided by the Commonwealth. *Late delivery or non-delivery of required reports may result in cancellation of the contract and in preclusion from bidding on any future requirements.*

I. **GENERAL PROCEDURE:**

1. An agency desiring to use this hauling and moving services contract will determine the service requirements, security requirements, locations, and required timeframe for the move and identify an agency contact who will become familiar with all aspects of the work to be performed and assist in coordinating service provision by the Contractor.
2. The Agency will select the "**First Contractor**" listed for the zone in which the Agency is located. If that Contractor is unavailable or cannot provide the service as requested, the Agency will document the file and proceed to the "**Second Contractor**" listed. If the second Contractor is unavailable or cannot provide the service as requested, the Agency will document the file and proceed to the "**Third Contractor**" listed. For Zone #11, if the third contractor cannot provide the services, the Agency will document the file and contact the "**Fourth Contractor**". If none of the Contractors can provide the service as required, the Agency may proceed to purchase the services using appropriate purchasing procedures in accordance with the Code of Virginia.
3. Upon receipt of a request from an agency, the Contractor shall visit the agency work site, meet with the agency contact, and perform a "walk through" to carefully examine the work site which is required to acquire a full understanding of the proposed work and timetable to be accomplished. The agency will assist the Contractor in identifying all work to be performed including identifying all equipment, furniture, and other articles to be moved, items that require assembling and disassembling, specialized work that requires skilled labor that may be performed by others, location of elevators and building entrances that the Contractor may utilize, possible parking locations as applicable, which party will perform any required packing and unpacking, which party will be responsible for picking up and returning boxes, security requirements, and all locations involved.

The value of items to be moved will be identified by the agency. Contractor

shall insure the value of the items. See the "Moving Insurance" clause of this contract for more information regarding insurance.

4. The Contractor shall furnish the agency a written estimate of the total costs to complete the work, detailing all applicable rates and hours for costs such as van, truck, tractor trailer, driver/supervisor, helper, skilled labor, boxes, additional moving insurance if applicable, and packing materials to be used based on the agency site visit. The estimate shall also include the timetable for the move, including specific dates for the start and completion of the move. The estimate shall also include the mileage costs if the "move from" site is over thirty (30) miles from the Contractor's site, and if the "moved to" site is over thirty (30) miles from the Contractor's site. The first thirty (30) miles to the "move from" site and the first thirty (30) miles from the "moved to" site shall not be invoiced. Mileage shall not apply between the "moved from" and the "moved to" site (hourly rates shall apply to this time.) NOTE: Only one trip to the "move from" site and only one trip from the "moved to" may be invoiced daily and only for the miles over thirty (30). If the Contractor's site is outside of the Zone, the mileage shall not be measured until the Contractor crosses the boundary of the zone. The estimate shall also include the mileage costs for delivery and pickup of boxes and packing supplies, and for trash pickup. The estimate shall also include any packaging materials, marking labels and tape used during a job that shall be charged to the agency at the Contractor's actual cost.

Submittal of a written estimate of the total costs constitutes certification that the Contractor has inspected the applicable Agency's work site to his/her satisfaction and is aware of the conditions under which the work must be accomplished. If the agency determines that the estimated price is not fair and reasonable, or that the timetable for the move offered by the Contractor is not acceptable, the agency has the right to ask the contractor to reevaluate the estimate and/or the move timetable. If the revised estimate is determined to be not fair and reasonable, or the revised timetable is not acceptable, the agency reserves the right to obtain additional quotes from other vendors. NOTE: The actual charges invoiced shall not exceed the written estimate by more than the following amounts unless prior written approval in the form of a Purchase Order Change has been issued by the agency.

WRITTEN ESTIMATE AMOUNT	OVERRUN AMOUNT
Less than \$ 300.00	None
\$ 300.01 - 500.00	\$ 75.00
500.01 - 1,000.00	100.00
1,000.01 - 2,000.00	150.00

NOTE: Terms and Conditions of this contract shall apply to all work. NO OTHER TERMS AND CONDITIONS SHALL APPLY UNLESS A CONTRACT MODIFICATION HAS BEEN APPROVED IN WRITING BY THE DIVISION OF PURCHASES AND SUPPLY. Contractor's forms may be utilized for the estimates, but any terms and conditions on such forms shall be void.

5. Upon approval of the estimate by the agency, the agency will place an

order with the Contractor through the Commonwealth of Virginia eVA electronic procurement Internet portal, authorizing the Contractor to proceed with the work, which will incorporate the Contractor's total cost estimate, the agreed upon starting and completion dates, and the terms and conditions of the contract. The agency contact's name and phone number will be provided to the Contractor. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

- J. **PACKING:** Packing may be performed by the Contractor or the Agency, as mutually agreed upon at the site visit.
1. If the Agency plans to perform the packing, the Contractor shall furnish the agency a sufficient supply of returnable boxes in good condition, tape, labels, etc. for packing by the agency as may be determined during the inspection of the work site. NOTE: If the Agency elects to perform the packing, the Contractor will not be held responsible for concealed damage due to faulty or poor packing. The Contractor shall advise the agency whenever faulty packing is a concern. The Agency may pick up the boxes and packing supplies; however, the Contractor shall deliver the requested boxes and supplies if requested by the Agency at the rate established within. The Contractor shall provide a packing list to the Agency identifying all items and quantities of each delivered or picked up. Upon receipt, the Agency will verify all quantities and report to the Contractor any discrepancies for corrective action. (Boxes shall be invoiced at Contractor's quoted contract rate. Other supplies shall be invoiced at Contractor's actual invoiced cost. Verification of the Contractor's costs shall be provided to the agency if requested.) The returnable boxes shall be the standard folding office moving tote cartons that are approximately 2.0 to 2.5 cubic feet in capacity.
 2. The Contractor shall perform any packing as may be required or as identified by the agency during the site inspection, to adequately protect the property from damage during the move. The Contractor shall protect any equipment containing drawers, doors or panels by strapping or other methods commonly accepted by the industry. The Contractor shall disassemble/dismantle any item, as necessary and mutually agreed upon, to facilitate moving and shall reassemble at the new location.
- K. **MARKING:** The Contractor shall furnish to the agency any labels required to identify boxes and property which will be used by the Agency to mark all property with the specific location where the property is to be placed when delivered and identify breakable/fragile items. The Contractor shall mark each box/container not packed by owner with a description of contents and specific location (provided by agency) where the property is to be placed when delivered. The Agency will not mark up the boxes intended to be returned other than by use of labels so that the boxes can be re-used.
- L. **ELEVATORS, FLOORS AND GROUNDS:** Weight limits of elevators shall not be exceeded. All elevators authorized for use shall be protected by Contractor by the use of proper padding and/or 1/4" plywood provided by the Contractor. The Contractor shall provide a protective material as may be appropriate to adequately protect all floors and/or carpets to prevent damage while moving the

items. Similar care shall be taken to prevent damage to grounds, shrubs, etc.

- M. **PARKING:** Parking shall be the responsibility of the Contractor. Agencies that do not have off-street parking cannot guarantee parking to the Contractor. The Agency WILL NOT be responsible for any parking tickets that the Contractor may be issued as a result of illegal parking.
- N. **UNPACKING AND TRASH REMOVAL:** Upon completion of relocation, the Contractor shall unpack returnable boxes/containers as previously identified by the agency during the inspection of the work site and therefore on the estimate. The Contractor shall remove all trash accumulated as a result of the work and unpacking prior to leaving the agency's site. If requested by the Agency, boxes unpacked while Contractor is on site and unused packing materials shall be picked up and returned by the Contractor, after the quantities are mutually agreed upon. The Agency may return remaining unpacked boxes and packing supplies that were not utilized (not opened) for seven (7) days following the completion of the job. If requested by the Agency, the Contractor shall return to the Agency's site within the seven (7) days to pick up any remaining empty returnable boxes/containers and unused packing materials, quantities of which shall be mutually agreed upon, as well as any trash accumulated as a result of unpacking. The Agency cannot require the Contractor to remove any other trash other than packing materials, etc. from the move. The Contractor will not be required to remove any other agency generated trash. All returnable boxes/containers and unused packing supplies shall be credited back to the Agency. The resulting invoice shall identify all items returned for credit.

PRICING: The Contractor agrees to provide the services in compliance with this contract at the contract prices for each group (zone).

For the purposes of this contract, a van is considered to be a small vehicle approximately the size of a Ford Econoline 150 services van. A truck is considered to be a vehicle approximately 25 feet long.

Any packaging materials, marking labels and tape used during a job shall be charged to the agency at the Contractor's actual cost.

TERMS AND CONDITIONS SUMMARY

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 USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

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.

DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. Destination 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.

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.

MOVING INSURANCE: The Contractor shall maintain the minimum insurance requirements established by the Commonwealth of Virginia Department of Motor Vehicles (DMV) for the Property Carrier Authority Permit. Insurance information is available at the DMV web site at www.dmv.state.va.us or by calling the Department of Motor Vehicles Motor Carrier Services Line at 1-866-878-2582 (toll free). Bidders should submit proof of insurance with their bid. At the time of this solicitation, the minimum insurance amounts are \$750,000 Bodily Injury and Property Damage, and \$50,000 Cargo. If the value of the items for a particular move exceeds the minimum insurance requirements established by DMV, the Contractor shall provide additional insurance to cover the value of the items to be moved. If the Contractor incurs a cost for this additional insurance, the Contractor may invoice the agency for the Contractor's actual cost for the additional insurance for that move. The cost of such insurance shall be provided as a separate line item in the Contractor's quote to the agency prior to the move. Agencies should review any additional insurance quotes with the Division of Purchases and Supply prior to placing the order with the Contractor.

DAMAGE/UNSATISFACTORY PERFORMANCE: Contractors must be given an opportunity to remedy any claims for damage or unsatisfactory performance. Unresolved complaints concerning damage or unsatisfactory performance should be submitted on the "Complaint To State Vendor" form to the Division of Purchases and Supply.

CONTRACTOR'S EMPLOYEES: The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the project any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor. While on the work site, all individuals performing this work shall be identifiable as employees of the Contractor.

MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and

type of product/service provided.

SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of providing services. The "All Items" category of the CPI-W section of the Consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics and other indices will be used as a guide to evaluate requested price changes. 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 should 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.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract

PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

WARRANTY (COMMERCIAL): 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 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 Commonwealth's

satisfaction at the contractor's expense.

SAFETY: The provisions of all rules and regulations governing safety as adopted by the Safety Codes Board of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this Contract.

SECURITY REQUIREMENTS: Contractors and employees of contractors shall adhere to all security requirements that an agency may impose. Contractors and employees of contractors working on the Capitol Complex in Richmond, Virginia shall follow additional security requirements found in Attachment A of this solicitation.

GENERAL TERM AND CONDITION June 12, 2006 Revision

- eVA Business To Government Vendor Registration:** 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.
- 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.

SPECIAL TERM AND CONDITION 17 (MODIFIED) June 12, 2006 Revision

eVA Business-To-Government Contracts and Orders: It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified in 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, web site 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 GE MasterCard 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 GE MasterCard.

- 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