February 9, 2010
Updated with Change 01 12/09/2010

Commonwealth of Virginia
Department of General Services
Division of Purchases and Supply

StatewideTerm Contract

PF-47500-10VP: Hauling, Moving, and Labor Services

Contract Period: February 9, 2010 through January 31, 2012

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

NIGP Commodity Codes: 96239 & 96256

Contractors:

Ashland Customs, Inc.

Dunmar Moving Systems

E.L. Hamm & Associates, Inc.

Kloke Transfer

Premier Transfer and Storage

Stewart Moving & Storage

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.

Matt Manion, CPPO, C.P.M., VCO
Statewide Services Contract Officer
Department of General Services
Division of Purchases and Supply
1111 E. Broad Street, 6 th Floor
Richmond, VA 23219
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) 1247, SET-ASIDE FOR SMALL BUSINESSES-Hauling, Moving, issue date October 28, 2009, and all IFB terms, conditions and amendments are incorporated into this contract. Reference eVA e-procurement folder # 47500.

The purpose of this contract is for on-call hauling, moving, and labor services for use by Commonwealth of Virginia agencies and other public bodies across the entire geographic region of Virginia. The following three (3) zones have the highest anticipated usage, and the contractors awarded for these zones are shown below:

Zone 5: in the western part of Virginia, including Bath, Highland, Rockingham, Augusta and Rockbridge counties, and Harrisonburg, Staunton, Waynesboro, Lexington and Buena Vista. See attached zone map.

Contractors for Zone 5:

Premier Transfer and Storage

Stewart Moving & Storage

Dunmar Moving Systems

Zone 11: in the central part of Virginia, including Cumberland, Goochland, Hanover, Henrico, Chesterfield, Powhatan and Ameila counties, and the city of Richmond, Colonial Heights and Petersburg. See attached zone map.

Contractors for Zone 11:

Premier Transfer and Storage

Kloke Transfer

Stewart Moving & Storage

Ashland Customers, Inc.

Zone 14: in the eastern part of Virginia, including King and Queen, King William, New Kent, Mathews, Gloucester, Charles City, York, James City and Surry counties, and Williamsburg, Newport News and Hampton. See attached zone map.

Contractors for Zone 14:

Premier Transfer and Storage

Kloke Transfer

E. L. Hamm & Associates, Inc.

State agencies and other public bodies whose “moved from” site is located outside of the

three zones listed above must obtain quotations from at least four contractors on this contract, or proceed to purchase the services using the appropriate purchasing procedures in accordance with the Code of Virginia.

Under this contract, state agencies and other public bodies may purchase such services estimated to cost up to $50,000 for one requirement. 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 be included as part of this contract.** A requesting agency or other public body may be referred to as "agency", "entity" or "the Commonwealth" throughout this contract.

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.

Please report unsatisfactory contractor performance.

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.

This contract consists of the following six (6) documents, which are available on the eVA web site:

This contract document

Capitol Complex Security Requirements

Security Clearance Request Form

Zone Map

Daily Log

Monthly Usage Report

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

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 place orders through eVA.

   B. For other public bodies including Virginia localities, cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible.

2. The applicable contract number and contractor name and DUNS number must be shown on each purchase order.

3. Inspection of the services provided and approval of contractor's invoice is the responsibility of the ordering state agency or other public body.

4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the contractor using the "Procurement Complaint Form" available from the Division of Purchases and Supply web site at www.eva.state.va.us under the "Buyers" tab (see Vendor Complaint Form link). A copy of the "Procurement Complaint Form" must be forwarded to the DPS contract officer identified on the first page of this contract.

5. Renewal of Contract/Price Adjustments. This contract may be renewed by the Commonwealth for three (3) successive one-year periods under the terms and conditions of the original contract except as stated below. Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. The "Services", "All Items", and other relevant categories of the CPI-U, U.S. City Average section of the Consumer Price Index of the U.S. Bureau of Labor Statistics, will be used as guides to evaluate requested price changes, as will other indices including Producer Price Index and U.S. Department of Energy fuel statistics. No price increases will be authorized for 365 calendar days after the effective date of the contract, with the exception that the Commonwealth will consider price adjustment requests six months (approximately 180 calendar days) after the effective date of the contract based on changes in fuel cost for transportation. Price escalation may be permitted at the end of 365 calendar days and each 365 calendar days thereafter and only where verified to the satisfaction of the purchasing office, with the exception that fuel cost price escalation may be permitted at the end of six months (approximately 180 calendar days) and each six months (approximately 180 calendar 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. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. Contractor shall give not less than 30 days advance notice of any price increase request, with documentation, to the purchasing office.

   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 goods or services are required to be communicated immediately to the purchasing office.

   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.

CONTRACTOR CONTACT INFORMATION:

Ashland Customs, Inc.

(DMBE Certified Small Business)

705 N. Washington Hwy.

Ashland, VA 23005

DUNS: 807101881

eVA # VS0000023023

Contact: Rick Lawrence

Phone: 804-752-1500

Fax: 804-752-1502

ashlandcustoms@aol.com

Dunmar Moving Systems

(DMBE Small Business recertification is pending as of 2/8/2010)

8030 Whitepine Road

Richmond, VA 23237

DUNS: 058906264

eVA # C12037

Contact: Donald Raybould

Phone: 804-271-0500

Fax: 804-271-6342

Email: draybould@dunmar.com

Web: dunmar.com

E. L. Hamm & Associates, Inc.

(DMBE Certified Small and Minority-owned business)

4801 Columbus Street

Virginia Beach, VA 23462

DUNS: 031052723

eVA # C14369

Contact: Beverly J. Boler

Phone: 757-497-5000, x130

Fax: 757-497-5707

beverly.boler@elhamm.com

Kloke Group (Zones 5 & 11)

(DMBE Small Business recertification is pending as of 2/8/2010)

1855 Boulevard West

Richmond, VA 23230

DUNS: 130532005

eVA # C15054

Contact: Steve Andersen

Phone: 804-353-0212

Fax: 804-355-0548

Email: sandersen@kloke.com

Web: www.kloke.com

Kloke Group (Zone 14)
(DMBE Small Business recertification is pending as of 2/8/2010)
806 Blue Crab Road
Newport News, VA 23606
DUNS: 017122958
eVA # E84992

Contact: David Darden
Phone: 757-873-4599
Fax: 757-873-4613
Email: ddarden@kloke.com
Web: www.kloke.com

Premier Transfer and Storage (Zone 5)
(DMBE Certified Small Business)
1175 Intervale Drive
Salem, VA 24153
DUNS: 023659360
eVA # E2294

Contact: Steve Dahowski Change 01
Phone: 540-389-3254
Fax: 540-389-3127
804-271-6000, x307
Cell: 804-516-2455
Steve.dahowski@movepremier.com
www.movepremier.com

Premier Transfer and Storage (Zone 11 & 14)
(DMBE Certified Small Business)
9731 Express Lane
Richmond, VA 23237
DUNS: 023659360
eVA # E2294

Contact: Steve Dahowski Change 01
Toll Free: 800-346-6918
Phone: 804-271-6000, x307
Cell: 804-516-2455
Fax: 804-275-2839
Steve.dahowski@movepremier.com
www.movepremier.com

Stewart Moving & Storage
(DMBE Certified Small Business)
11297 Central Drive
Ashland, VA 23005-8032
DUNS: 842080723
eVA # VS0000009007

Contact: Wes Stewart
(Alternate: Jerry Anders)
Phone: 804-752-5992
Fax: 804-752-5935
wes@stewartmovingandstorage.com
www.stewartmovingandstorage.com

CONTRACTORS BY ZONE AND HOURLY PRICING:

ZONE 5:	Premier Transfer & Storage	Stewart Moving & Storage	Dunmar Moving Systems
Vehicle (Includes Driver)……	$29.51/hr	$40.00/hr	$45.00/hr
Mover/ Laborer…….	$19.25/hr	$25.00/hr	$25.00/hr
Supervisor…	$23.25/hr	$30.00/hr	$30.00/hr

ZONE 11:	Premier Transfer & Storage	Kloke Transfer	Ashland Customs, Inc.	Stewart Moving & Storage
Vehicle (Includes Driver)……	$29.51/hr	$25.43/hr	$30.00 /hr	$40.00/hr
Mover/ Laborer…….	$19.25/hr	$21.30/hr	$30.00/hr	$25.00/hr
Supervisor…	$23.25/hr	$23.90/hr	$24.00/hr	$30.00/hr

ZONE 14:

	Premier Transfer & Storage	Kloke Transfer	E.L. Hamm & Associates, Inc.
Vehicle (Includes Driver)……	$29.51/hr	$35.00/hr	$12.00/hr
Mover/ Laborer…….	$19.25/hr	$24.25/hr	$16.53/hr
Supervisor…	$23.25/hr	$32.00/hr	$20.50/hr

SPECIFICATIONS SUMMARY

A. 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 divided into zones. Personal household moves will not be included as part of any contract that may result from this solicitation.

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 will be packed/unpacked by the using agency.

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.

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 and vehicles shall also be billed by the Contractor at the regular hourly rates. Regular, straight time hour rates are the only rates that will be paid to Contractor. No overtime shall be paid. The vehicle and labor hourly rates shall apply only to hours work is actually performed. Labor rates <u>shall not apply</u> to travel time to and from the work site, lunch or other breaks. The contractor and their personnel shall log in with the designated contract administrator at the work site each day before and after work to confirm labor hours (see attached “Daily Log”).

F. SECURITY: Contractors and employees of contractors shall adhere to all security requirements that an agency may impose. <u>Contractors and employees of contractors working on the Capitol Complex in Richmond, Virginia shall follow additional security requirements found in the attached “Capitol Complex Security Requirements”</u>.

G. PROPERTY CARRIER AUTHORITY PERMIT: Bidders 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 must 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 by the 10th of each month, reporting transactions that took place in the immediate 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 "Monthly Usage Report". All reports shall be forwarded electronically via email *using the attached Microsoft Excel Spreadsheet format. Reports shall be forwarded to the DPS contract officer at matt.manion@dgs.virginia.gov* and to the following email address: vappreport@dgs.virginia.gov. *Late delivery or non-delivery of required reports may result in cancellation of the award and in preclusion from bidding on any future requirements.*

I. GENERAL PROCEDURE:

1. An agency desiring to use the hauling and moving services contract will determine the service requirements, security requirements, locations, and required timeframe for the move and identify an agency contact that 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 any of the Contractors listed for the zone in which the Agency is located. THERE IS NO RANKING REQUIREMENT. 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.

   However, an entity whose "moved from" site is located outside of the three zones (zone 5, zone 11 or zone 14), the entity must obtain quotations from at least four contractors on this contract, or proceed to purchase the services using the 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, location of elevators and building entrances that the Contractor may utilize and possible parking locations as applicable.

   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 in the "Special Terms and Conditions" section for more information regarding insurance.

4. The Contractor shall furnish the agency with a binding written estimate of the total costs to complete the work, detailing all applicable hourly rates and number of hours for costs such

as the vehicle (including driver), mover/helper and supervisor as well as additional moving insurance if applicable.

The binding written estimate of the total costs of the move shall include only the number of hours and corresponding hourly rate category.

HOWEVER, THE AGENCY IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR PROVIDING PACKING SUPPLIES AND MATERIALS. THE AGENCY MAY:

1. Purchase these materials ahead of time from a shipping supplies or office supply company; or
2. Request that the contractor provide a cost-only estimate and subsequently, supply the moving supplies at cost, providing copies of the invoices to the Contractor-providing proof that the supplies are at cost.

The requesting agency is also responsible for arranging for modular, cubical furniture units to be disassembled and subsequently assembled at the new location. The agency may:

1. Request the Contractor to provide an addition to the moving estimate, to provide these services; or
2. Arrange with a third party vendor to provide these services.

Submittal of a written estimate of the total costs constitutes certification that the Contractor has inspected the applicable Agency's work site to the Contractor's 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.

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 contractor's personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

J. PACKING: Packing will be performed by the Agency.

1. Since the Agency will 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 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

2. 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

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 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 or disposed of, 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. 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

SPECIAL TERMS AND CONDITIONS

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

2. **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.

3. **ADDITIONAL USERS**: This procurement is being conducted on behalf of any state agencies, institutions and other public bodies within the Commonwealth of Virginia.

4. **AWARD**: The Commonwealth reserves the right to make the awards on an Extended Total Price basis by group (zone) to up to three (3) lowest responsive and responsible Bidders per group (zone), with the exception of Group (Zone) 11 for which the purchasing office will make the awards to up to four (4) lowest responsive and responsible Bidders. In evaluating bids due consideration will be given to price, quality, previous experience, and the ability of the Bidder to render required services. The purchasing office

reserves the right to conduct any test it may deem advisable and to make all evaluations. The purchasing office 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.

5. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

6. **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.

7. **EXTRA CHARGES NOT ALLOWED:** The binding estimate provided to the agency prior to the move, shall include all charges. Extra charges will not be allowed.

8. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners' representative that the work is fully complete 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.

9. **BID/PROPOSAL SUBMISSION FOR SEALED IFB**: The only method for submission of sealed bids is electronic submission through eVA.

   ELECTRONIC SUBMISSION: Electronic sealed bids must be submitted through the eVA Internet electronic procurement solution at www.eva.virginia.gov . To submit an electronic sealed bid the vendor must be registered in eVA and must use their eVA log-in ID and password. SEALED BIDS SUBMITTED VIA EMAIL RATHER THAN VIA eVA WILL NOT BE ACCEPTED. Instructions for vendor eVA registration can be found at www.eva.virginia.gov .

   Bidders are strongly encouraged to register in eVA early and to submit electronic sealed bids NO LATER THAN 48 HOURS PRIOR TO THE SOLICITATION DUE DATE AND TIME. The Commonwealth will not be responsible for sealed bids not received by the due date and time regardless of the cause.

   Please Note: Bidders provide information on the under the ***"REMINDERS"*** section. Bidders must also acknowledge that they have received any IFB amendments by responding with a "Yes" under the ***"REMINDERS"*** section.

   Before submitting your bid, return to the eVA website to confirm if any IFB amendments have been issued. If amendments to the IFB have been made, re-print the "Solicitation Paper Response" document. Under the ***"REMINDERS"*** section the amendments will be identified and you must acknowledge them when you then submit your electronic bid.

10. **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.

11. **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 estimated quantities set forth in the solicitation are more or less than those shown.

12. **RENEWAL OF CONTRACT/PRICE ADJUSTMENTS:** This contract may be renewed by the Commonwealth for three (3) successive one-year periods under the terms and conditions of the original contract except as stated below. Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. The "Services", "All Items", and other relevant categories of the CPI-U, U.S. City Average section of the Consumer Price Index of the U.S. Bureau of Labor Statistics, will be used as guides to evaluate requested price changes, as will other indices including Producer Price Index and U.S. Department of Energy fuel statistics. No price increases will be authorized for 365 calendar days after the effective date of the contract, with the exception that the Commonwealth will consider price adjustment requests six months (approximately 180 calendar days) after the effective date of the contract based on changes in fuel cost for transportation. Price escalation may be permitted only at the end of 365 calendar days and each 365 calendar days thereafter and only where verified to the satisfaction of the purchasing office, with the exception that fuel cost price escalation may be permitted only at the end of six months (approximately 180 calendar days) and each six months (approximately 180 calendar 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. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. Contractor shall give not less than 30 days advance notice of any price increase request, with documentation, to the purchasing office.

    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 goods or services are required to be communicated immediately to the purchasing office.

13. **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.

14. **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 hose available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

15. **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.

16. **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 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.virginia.gov , streamlines and automates government-purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

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

17. **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.

18. **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.

19. **BIDDER'S QUALIFICATIONS**: Bidder's shall be capable of meeting all applicable security requirements. Bidders shall have a flexible organization and be capable of performing up to three (3) job assignments under this contract at one time. BIDDERS ARE REQUESTED TO COMPLETE AND RETURN ATTACHMENT 4 WITH THEIR BIDS.

20. **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.

21. **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. Cargo or property carried by the contractor shall be insured at replacement cost. 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 cost of replacement 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. Provide an estimate of the cost to the Commonwealth

per each ten thousand of dollars of additional insurance on the "Solicitation Paper Response" document under the ***"REMINDERS"*** section. State agencies and other public bodies should review any additional insurance quotes with the Division of Purchases and Supply prior to placing the order with the Contractor.

22. REPORTS/SURCHARGE ADJUSTMENT FEE (SCA):

A. CONTRACTOR'S MONTHLY REPORT OF SALES: Contractors shall provide electronic reports in Microsoft Excel format on a monthly basis showing invoiced sales data. See the "Monthly Usage Report" for the report template, which identifies the information to be provided. Reports are to be provided no later the 10th of each month, reporting total invoiced sales and returns transactions that took place in the immediately prior month. Monthly reports shall be sent to the contract officer at *matt.manion@dgs.virginia.gov* and to the following email address: vappreport@dgs.virginia.gov. Due to the high visibility of VaPP, consistent report tardiness may be cause for contract termination.

B. SURCHARGE ADJUSTMENT: The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The SCA fee reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The Contractor must remit the SCA fee within 30 days after the end of each calendar year quarter. It is the intent of the Commonwealth to capture 2% of all invoiced transactions under the Contract. The SCA fee equals two percent (2%) of the total invoiced sales as reported in the Contractor's monthly reports for the three previous months. The SCA fee amount due must be paid by check. The check stub or other remittance material must include "VAPP SCA fee", the contract number, and dates of the three-month reporting period. 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 fee is not paid within 30 calendar days of due date, 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 fee in a timely manner may result in termination or cancellation of this Contract.

23. **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.

24. **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.

25. **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.

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

27.CONTINUITY OF SERVICES:

a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

(i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
(ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
(iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

28.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.

29. 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

30. **RULES AND REGULATIONS**: By submitting their bid, bidders confirm that the goods and services provided under the contract meet all applicable federal, state and local regulations, laws, codes and safety requirements, and that the bidder, employees and any subcontractors have all required certifications and registrations required to provide such goods and services.

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.