

NOTICE OF CONTRACT RENEWAL

STOCK COMPUTER FORMS

Contract Number E194-558-VP
Effective Begin Date: 4/1/2011
Expiration Date: 3/31/2012
Minimum Order Amount: \$100.00
Maximum Order Amount: \$0.00
Contract Officer: Kirby Battle
Phone: (804) 786-5414
Fax: (804) 786-0223
Email: kirby.Battle@dgs.virginia.gov
Authorized Departments: All
Contractor Forms World, Inc.
10000 Watson Road, Suite 1L8
P.O. Box 4337
St. Louis, MO 63123
Contact Name: Lindsay Ford, Sr.
Contact Phone: 800-325-9942
314-821-1266
Contact Fax: 314-821-8199
Contact Email: lindsayfordsr@yahoo.com
Contractor eVA ID Number E498

DELIVERY INFORMATION

Delivery	3-14 Days
Minimum Inside delivery charge	\$50.00 for up to 50 pounds.
The maximum inside delivery charge	Shall not exceed \$300.00
Inside Delivery Charge, per CWT	\$3.50 up to 500 pounds
The maximum inside delivery charge	Shall not exceed \$300.00
Minimum Order (Freight included)	\$100.00

** See attached Pricing Schedule for additional information.*

LINES

Line: 1

NIGP Code: 39500

ITEM # 030

DESCRIPTION: 9-1/2" x 11", 20# Economy Greenbar, 2400 sheets/CTN

PRODUCT/CATEGORY: STOCK COMPUTER FORMS, CONTINUOUS

Vendor's Part Number: 390

Size: 9-1/2" x 11"

Unit Price: **\$7.65**

Unit: Thousand

Carton Price: **\$18.36**

Carton Qty.: 2400 Sheets

Estimated Delivery Days: 14

Delivery Type: Per Terms and Conditions

Ship To

Attention:

Shipping Instructions: As required by the ordering entity (ies). Also see SPECIFICATION and SPECIAL CONDITIONS.

Shipping Method: Vendor

Bill To

Attention:

Billing Instructions: Invoices shall be forwarded to ordering entity (ies) per instructions provided on the Purchase Order.

*** SHIP TO AND BILL TO INFORMATION IS TYPICAL FOR ALL LINE ITEMS**

Line: 2

NIGP Code: 39500

ITEM # 030A

DESCRIPTION: 9-1/2" x 11", 20# Economy Blank, 2400 sheets/CTN

PRODUCT/CATEGORY: STOCK COMPUTER FORMS, CONTINUOUS

Vendor's Part Number: 390

Size: 9-1/2" x 11"

Unit Price: **\$7.65**

Unit: Thousand

Carton Price: **\$18.36**

Carton Qty.: 2400 Sheets

Estimated Delivery Days: 14

Delivery Type: Per Terms and Conditions

Line: 3

NIGP Code: 39500

ITEM # 105

DESCRIPTION: 12" x 8-1/2", 20# Premium Blank no marginal perforations, 2800 sheets/CTN

PRODUCT/CATEGORY: STOCK COMPUTER FORMS, CONTINUOUS

Vendor's Part Number: 220NP

Size: 9-1/2" x 11"

Unit Price: **\$7.76**

Unit: Thousand

Carton Price: **\$21.72**

Carton Qty.: 2400 Sheets

Estimated Delivery Days: 14

Delivery Type: Per Terms and Conditions

Line: 4

NIGP Code: 39500

ITEM # 120

DESCRIPTION: 14-7/8" x 8-1/2", 20# Premium Greenbar, 2600 sheets/CTN

PRODUCT/CATEGORY: STOCK COMPUTER FORMS, CONTINUOUS

Vendor's Part Number: 240

Size: 9-1/2" x 11"

Unit Price: **\$9.87**

Unit: Thousand

Carton Price: \$25.66
Estimated Delivery Days: 14

Carton Qty.: 2400 Sheets
Delivery Type: Per Terms and Conditions

PRICING SCHEDULE BEGINS ON NEXT PAGE

CONTRACT RENEWAL: E194-558-VP

PRICING SCHEDULE

Forms World: (MA E194-558)

Address: 10000 Watson Road - Suite LL8, ST. Louis, MO 63126
 Contact: Lindsay Ford
 Phone: (800) 325-9942 or (314) 821-1266
 eMail: lindsayfordsr@yahoo.com
 VIN: 431073979
 DMBE: S, Certification Number #659184 (Expiration 4/05/2010)

Delivery: **3-14 Days**

Minimum Inside delivery charge (The maximum inside delivery charge shall not exceed \$300.00): **\$50.00 for up to 50 ponnds.**

Inside Delivery Charge, per CWT (The maximum inside delivery charge shall not exceed \$300.00): \$3.50 up to 500 pounds.

Above 1,000 pounds the charge is \$2.50 per 100 pounds.

Minimum Order (Freight included): **\$100.00**

Item #	Vendor Name	Vendor Product Number	Size	No. Plys	Weight	Stock	Format	Perforation	No. Forms/ Crtn	Shipping Weight/lbs.	Unit Price/M
030	Forms World	390	9-1/2" X 11"	1	20#	Economy	Greenbar	Standard	2400	28	\$ 7.65
030A	Forms World	390	9-1/2" X 11"	1	20#	Economy	Blank	Standard	2400	28	\$ 7.65
105	Forms World	220NP	12" X 8-1/2"	1	20#	Premium	Blank, no marginal perforations	Standard	2800	30	\$ 7.76
120	Forms World	240	14-7/8" X 8-1/2"	1	20#	Premium	Greenbar	Standard	2600	34	\$ 9.87

CARTON PRICES ARE LISTED BELOW FOR ABOVE LINE ITEMS

Item #	Vendor Name	Vendor Product Number	Size	No. Plys	Weight	Stock	Format	Perforation	No. Forms/ Crtn	Shipping Weight/lbs.	Carton Price
030	Forms World	390	9-1/2" X 11"	1	20#	Economy	Greenbar	Standard	2400	28	\$ 18.36
030A	Forms World	390	9-1/2" X 11"	1	20#	Economy	Blank	Standard	2400	28	\$ 18.36
105	Forms World	220NP	12" X 8-1/2"	1	20#	Premium	Blank, no marginal perforations	Standard	2800	30	\$ 27.73
120	Forms World	240	14-7/8" X 8-1/2"	1	20#	Premium	Greenbar	Standard	2600	34	\$ 25.66

SPECIFICATIONS FOR STOCK CONTINUOUS FORMS:

Style: Continuous, marginally punched, stock forms.

General Construction: Continuous folded, 1 to 6 parts marginally punched, both sides, for high speed printer feed. Perforated between sets, carbon interleaved, crimp fastened or equal (no staples) extended to ½” of left edge for separation. Forms shall operate with a minimum of operator attendance.

Paper: Bond/Carbon – The following substance weights shall be available:

1 Part – 15, 18, 20# sub

2 through 4 parts – 12 to 15# sub

Recycled – Recycled papers used in this contract shall have a post consumer content of 30%.

Premium quality papers (No. 4 sulphite) shall have a *minimum* (not target) brightness of at least 80; economy quality papers (may contain groundwood) shall have a *minimum* (not target) brightness of at least 65; recycled papers shall have a *minimum* (not target) brightness of at least 70.

Bidders shall furnish with returned bids Letter of Certification from the paper mill certifying that the minimum brightness level of each item quoted. Failure to furnish requested information may be cause to declare your bid non-responsive. A sample Letter of Certification is enclosed.

Carbonless – Chemically self-imaging reproducible blue or black image is acceptable. Weights of carbonless paper shall be in the range of 12# to 15#.

With the exception of economy papers, all paper stocks used in fulfillment of this contract shall be alkaline. Premium papers shall be permanent alkaline (per ASTM or ANSI: min. pH 7.5; 2% alkaline reserve, no groundwood).

Ink: Black or blank or color bar (color is shown on the pricing schedule) as indicated in the stock form description.

Marginal Punching and

Perforating: Punches left and right 5/32" holes 1/2" CC, 1/4" from center of hole to edge of sheet. Top or first hole centered 1/4" from cross perforation. Holes shall be clean cut. Forms shall be free of waste or chad even if fastened by incomplete punching. 9-1/2" X 11" and 9-1/2" X 5-1/2" forms shall have 1/2" left and right perforations.

Perforation Between Sets: Through all parts and carbons; shall be at right angle to marginal aligning holes and fall halfway between marginal aligning holes. Perforations shall not intersect cuts between vertical perforations.

Micro Perforations: When micro perforating is designed for the line item, forms shall be micro perforated on left and right edges, as well as between sets.

Fastening: Temporary; crimping, or incomplete holes. Carbons shall be mechanically removable without removing aligning strips. No wire stitching or stapling.

Packing: Forms shall be packed with no more than one break in any carton. For multiple part forms, breaks shall not be spliced. All breaks shall be marked on the outside of the carton. For single-part forms, breaks may be spliced. Forms shall be packed in close-fitting cartons with a corrugated or fiberboard pad, top and bottom.

Labeling: End label each carton as to form number, size, number of parts, break, etc., and contractor's name.

Counts and Weights: The carton count will be used to establish ordering quantities.

Substance Weight: The substance weight of paper is based on the weight of 500 sheets measuring 17" X 22".

*** QUANTITIES: Quantities set forth in the solicitation were 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.**

SPECIAL TERMS AND CONDITIONS

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

2. **DELIVERY SERVICE:** Delivery of any form *may* be required within 72 hours after receipt of order; however, all orders shall be delivered within 14 calendar days after receipt of order. In case of default of the contractor or failure to deliver the supplies or services ordered by the time specified, the Division of Purchases and Supply, after due notice in writing, may procure them from other sources and hold the contractor responsible for any excess costs occasioned thereby.

Dockside delivery is required to one location per purchase order. Should the ordering agency require inside delivery, charges shall be prepaid by the contractor and added to the invoice. A receipt from the trucking company detailing the actual total weight and charges shall accompany the invoice.

All shipments of 30 cartons or more shall be palletized. No charge will be allowed for pallets.

3. **ORDERS:** Applicable departments, institutions and agencies of the Commonwealth may order by one of the following methods.
- ◆ Issuing Agency Purchase Order, Form DGS-41-011.
 - ◆ Verbal order (for orders valued under \$5,000): Local control number must be provided by the authorized ordering official which must also appear on invoice.
 - ◆ Small Purchase Charge Card

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

- ◆ Orders may be placed through eVA, the commonwealth’s internet electronic procurement solution.

4. **MINIMUM ORDERS:** Orders will be for FOB delivery to ordering agency within the Commonwealth of Virginia. For orders of less than minimum (see pricing schedules), the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made FOB Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.
5. **AUDIT:** The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five 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.

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. **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.
8. **RENEWAL OF CONTRACT:** At the sole discretion of the Division of Purchases and Supply, and at a reasonable time (approximately 90 days) prior to its expiration date, this contract may be renewed for one (1) additional one-year period, upon agreement of both parties.
9. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted only for changes in the contractor's cost of paper. Price adjustments may also be allowed if the Commonwealth institutes an eVA transaction fee to be paid by vendors, effective August 6, 2006. No price increases will be authorized for 365 calendar days after the effective date of the contract, except for the eVA transaction fee. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only when verified to the satisfaction of the purchasing office using the *Producer's Price Index, Pulp & Paper Weekly*, copies of invoices submitted by the contractor's suppliers, and/or present market conditions as guides. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount of 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 the 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.

10. **PURCHASE USAGE/DOLLAR REPORT:** The contractor shall furnish the Division of Purchases and Supply a statement covering the total dollar volume and the total number of each contract item delivered at six months, twelve months, eighteen months, twenty one months, and at the conclusion of the original contract period. During any resulting contract renewal or extension the contractor shall report at six, nine, and twelve-month intervals. A questionnaire form will be provided by the Division of Purchases and Supply for this purpose and timely response is expected.
11. **CHANGES TO THE CONTRACT:** Any change(s) to the specifications must be approved by the Division of Purchases and Supply prior to execution of the change(s).

GENERAL TERMS AND CONDITIONS

Section 01

SCOPE: This solicitation is a SET-ASIDE for Small Business Participation "ONLY". The purpose of this invitation is to solicit SEALED BIDS from qualified "Responsive" and "Responsible" DMBE certified "Small" vendors that will result in a one (1) year term contract to supply CONTINUOUS STOCK COMPUTER FORMS to the various agencies, localities and other public entities of the Commonwealth of Virginia as described per specification, Terms and Conditions of this solicitation,. The award will be made on a "per Line" basis. NO ELECTRONIC RESPONSES WILL BE ACCEPTED! ALL RESPONSES SHALL BE SUBMITTED BY PAPER RESPONSE ONLY! NO EXCEPTIONS. See instructions below (PAPER SUBMISSION) for submitting "Paper Response".

Section 02

SET ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification.

Section 03

PAPER SUBMISSION: When submitting a paper submission of the solicitation response the bidder shall return the response by mail (or hand deliver). Bids shall be addressed as indicated below and should be identified in the following manner on the face of the envelope, Name of Bidder: _____, Street or Box Number: _____, City _____, State _____, Zip Code _____ AND Close Date and Time _____, Solicitation No. _____, Solicitation Description _____, Purchase Officer _____.

_____.

All Bids shall be delivered prior to bid closing (date and time) to the Division of Purchases and Supply, Attention: Bid Tabulation, 1111 East Broad Street (6th Floor), Richmond, VA 23219. No other un-requested correspondence or other bids should be placed in

the envelope. It is the responsibility of the bidder to make sure that the bid response is delivered on time. **NO EXCEPTIONS!** All persons delivering bid responses by hand must have proper identification with them. **NO FAXED RESPONSES TO THIS SOLICITATION WILL BE ACCEPTED!**

Section 04

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

Section 05

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

Section 06

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.

Section 07

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.

Section 08

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

Section 09

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

Section 10

SAMPLES: Requested samples shall be representative of the quality of product that will be provided by offeror if awarded the contract. Samples shall be sent under separate cover if offeror is responding to the solicitation electronically; and shall be received by the Department of

Purchases and Supplies prior to the solicitation closing date and time. The samples shall be addressed and labeled the same as PAPER SUBMISSIONS (section 02).

Section 11

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.

Section GEN

GENERAL TERMS AND CONDITIONS

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

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 (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 (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: 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 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: 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: 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 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: 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.

PAYMENT (part 1 of 3): 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 (part 2 of 3): 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 (part 3 of 3): 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.

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 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: 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: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

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 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: 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: 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: 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: 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 (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 (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 (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.

eVA REGISTRATION

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 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 Fee plus the appropriate 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.

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

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)

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)
- 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.

The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

BID PRICE CURRENCY:

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

BUSINESS AUTHORIZATION

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.