



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

---

## Notice of Contract Extension

### CONTRACT # **E194-81512-MA1179**

**Contract Title: Clothing and Accessories: (Accessories, Police & Fire)**

1. DATE: **January 5, 2017**
2. CONTRACT PERIOD: **February 1, 2017 – August 31, 2017**  
*(or until replaced by a new contract, whichever shall occur first)*
3. SUPERCEDES: **E194-1176 (August 1, 2016 – January 31, 2017)**
4. AUTHORIZED USERS: **ALL**
5. CONTRACTOR'S eVA Vendor ID#: **C9601**
6. CONTRACTOR: **Southern Police Equipment**
7. CONTRACTOR CONTACT Name: **Greg Ballengee**  
Phone: **800-542-5243, (804) 323-1855**  
Fax: **(804) 323-5067**  
Email: **[greg@southernpoliceequipment.com](mailto:greg@southernpoliceequipment.com)**
8. PAYMENT TERMS: **Net 30**
9. DELIVERY DATE – ARO: **30 Days**
10. DELIVERY TERMS – F.O.B.: **F.O.B. Destination, Freight Included**
11. MINIMUM ORDER: **\$100.00**
12. DPS CONTRACT OFFICER NAME: **Duane B. Sheppard**  
Phone: **(804) 786-3854**  
Email: **[Duane.sheppard@dgs.virginia.gov](mailto:Duane.sheppard@dgs.virginia.gov)**

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: [www.eva.virginia.gov](http://www.eva.virginia.gov) under the State Contracts webpage

**AUTHORIZED USERS:** This contract is the result of a competitive bid program and its use is **Mandatory for all STATE AGENCIES** (unless otherwise indicated in item 4 above) and **“Optional use”** for public

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

bodies and entities authorized to use the contract by the *Code of Virginia* § 2.2-1120.D, to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, in the purchase of any commodity listed herein.

---

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>
1	CONTRACTOR / VENDOR INFORMATION
2	GENERAL INSTRUCTIONS
3	ADDITIONAL INFORMATION
4	SCOPE OF WORK / SPECIFICATIONS
5	COMMODITY INFORMATION & PRICING
6	SPECIAL TERMS AND CONDITIONS
7	GENERAL TERMS AND CONDITIONS

---

## 1. CONTRACTOR / VENDOR INFORMATION

<b>Contractor Name</b>	<b>eVA Vendor ID#</b>	<b>Location Address(es)</b>	<b>Contact Information</b> (Name, Phone, Fax and Email)
<b>Southern Police Equipment Company, Inc.</b>	C9785	7609 Midlothian Turnpike Richmond, VA 23225	Greg Ballengee 1-800-542-5243 (804) 323-1855 (804) 323-5067 <a href="mailto:greg@southernpoliceequipment.com">greg@southernpoliceequipment.com</a>

---

## **2. GENERAL INSTRUCTIONS**

1. **Ordering Method:** Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this contract must order items by issuing purchase orders through eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions, they should place all purchase orders through eVA or eVA Lite.
  2. **Purchase Order Information:** When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number, as shown on page 1, **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.
  3. **Ordering Entity Acceptance:** Inspection and acceptance upon delivery and approval of vendor's invoice is the responsibility of the receiving entity.
  4. **Complaints:** Any complaint that is due to a violation or breach of the Contract provisions, shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the contract vendor, with a copy sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning entities. This form may be downloaded from the internet at the following link <http://eva.virginia.gov/learn-about-eva/files/VendorComplaintForm.doc>
  5. **Changes:** Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
-

---

### 3. ADDITIONAL INFORMATION

---

#### Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	2/1/2013	1/31/2014	90
2	1	Years	2/1/2014	1/31/2015	90
3	1	Years	2/1/2015	1/31/2016	90
4	Extension		2/1/2016	7/31/2016	90
5	Extension		8/1/2016	1/31/2017	90
6	Extension		2/1/2017	8/31/2017	90

Users may place orders by: eVA, Internet, Phone or Fax. **State agencies are required to use eVA to place orders.**

---

#### Ordering:

- Minimum Order Amount - \$100.00 (\$10.00 additional charge for less than minimum order)
  - Delivery time:
    - In-Stock, 20 Days
    - Non-Stock, 30-60 Days
- 

#### Charge Cards

Southern Police Equipment Company accepts the following types of charge cards:

- VISA
  - Master Card
  - American Express
  - Discover
- 

#### Returns

Contact Southern Police Equipment Company for Return Authorization Number:

Greg Ballengee  
(804) 323-1855  
(804) 323-5067, Fax  
[greg@southernpoliceequipment.com](mailto:greg@southernpoliceequipment.com)

All returns due to contract error shall be returned at the contractor's expense.

---

#### Billing Issues

Direct inquiries concerning billing to:

Condice Cosby  
(804) 323-1855  
(804) 323-5067, Fax  
[condice@southernpoliceequipment.com](mailto:condice@southernpoliceequipment.com)

---

---

## 4. SCOPE OF WORK /SPECIFICATIONS

**SCOPE OF WORK:** The contractor shall furnish and deliver to authorized users of this contract (FOB Destination freight included in unit price) each of the items so awarded in compliance with the required specifications.

**WEARING APPAREL SPECIFICATIONS:** All apparel shall be firsts, no seconds or irregulars. All apparel shall be packed with clean, pressed, shaped finish items free from any defects which may affect appearance or service ability. All apparel threads and other findings shall have color fastness equal to that of the fabric so that it can be handled without bleeding. All trim used shall have color fastness equal to remainder of garment or trim shall be easily removable. All cotton or part cotton fabrics shall be Sanforized material. All apparel shrinkage shall be a minimum of 1% not to exceed a maximum of 5%. All clothing apparel shall be machine washable and dryable many items (including but limited to underwear, bars, socks, boxer, sleep wear, etc.) must withstand repeated laundering in an institutional environment.

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

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

## 5 COMMODITY INFORMATION & PRICING

### \*Catalogs and Discounts

MFG OR DISTRIBUTOR	CATALOG NAME	PRICE LIST DATE	DISCOUNT OFFERED
5.11	Spring 2014	Spring 2015	20%
Bates	Bates Product Catalog	Retail 2015	20%
Blackhawk	Spring 2014	Retail 2015	20%
Reebok	Spring 2013	Retail 2015	20%
Don Hume	Don Hume Product Catalog	Retail 2015	20%
Dutyman	Dutyman	Retail 2015	20%
G & G	G & G Product Catalog	Retail 2015	20%
Hatch/Monadock	Hatch/Monadock Product Catalog	Retail 2015	20%
Southern's Best	Southern's Best Product Catalog	Retail 2015	20%
Survival, Inc. <i>(New)</i>	Survival, Inc. Product Catalog	Retail 2015	20%
Timberland Pro <i>(New)</i>	Timberland Pro Product Catalog	Retail 2015	20%
Tru-Spec	Atlenco Product Catalog	Retail 2015	20%
Under Armour <i>(New)</i>	Under Armour Product Catalog	Retail 2015	20%

\* List Revised 3/5/2015

*Note: Discounts offered for Catalogs apply to clothing items and clothing accessories ONLY! Equipment is not offered under this contract and discounts do not apply to any equipment products listed in the catalogs.*

Line Number	Description	UM	Price
<b>FOOTWEAR</b>			
310	SHOES, MEN'S HIGH GLOSS DURASHOCK OXFORD, HIGH GLOSS (COROFRAM) UPPERS, BREATHABLE LINING, CUSHIONED REMOVABLE INSERT, SLIP RESISTANT RUBBER SOLE, DURASHOCK SHOCK ABSORBING TECH, DIRECT ATTACH CONSTRUCTION, BLACK, BATES #E00111, SZ -- 3 TO 12, 13, 14, -- C, D, E, 3E (SPECIFY SIZE)	PR	\$63.86
320	SHOES, MEN'S HIGH GLOSS DURASHOCK OXFORD, HIGH GLOSS (COROFRAM) UPPERS, BREATHABLE LINING, CUSHIONED REMOVABLE INSERT, SLIP RESISTANT RUBBER SOLE, DURASHOCK SHOCK ABSORBING TECH, DIRECT ATTACH CONSTRUCTION, BLACK, BATES #E00111, SZ -- 15 AND LARGER W -- C, D, E, 3E (SPECIFY SIZE)	PR	\$63.86
330	SHOES, WOMEN'S HIGH GLOSS DURASHOCK OXFORD, HIGH GLOSS (COROFRAM) UPPERS, BREATHABLE LINING, CUSHIONED REMOVABLE INSERT, SLIP RESISTANT RUBBER SOLE, DURASHOCK SHOCK ABSORBING TECH, DIRECT ATTACH CONSTRUCTION, BLACK, BATES #W00742, SZ -- 4 TO 11, 12, W -- N, M, W, EW (SPECIFY SIZE)	PR	\$61.00
340	SHOES, WOMEN'S LEATHER UNIFORM OXFORD, LEATHER UPPERS, BREATHABLE LINING, CUSHIONED REMOVABLE INSERT, VIRBRAM RUBBER OUTSOLE, GOODYEAR WELT CONSTRUCTION, POLISH ABLE, BLACK, BATES #E00769, SZ -- 4 TO 11, 12, W -- N, M, W, EW (SPECIFY SIZE)	PR	\$60.25

Line Number	Description	UM	Price
350	SHOES, MEN'S 5-EYE, HI-GLOSS OXFORD, (WELTED), BLACK, HI-GLOSS POROMERIC, MAN-MADE MATERIAL, BATES #941, SZ -- 3 TO 12, 13, 14, 15, 16 W -- C, D, E, 3E (SPECIFY SIZE)	PR	\$62.83
360	SHOES, MEN'S 5 EYE, COWHIDE LEATHER UNIFORM OXFORD, LEATHER UPPERS, BREATHABLE LINING, CUSHIONED REMOVABLE INSERT, VIRBRAM RUBBER OUTSOLE, GOODYEAR WELT CONSTRUCTION, POLISH ABLE, BLACK, BATES #E00968, SZ -- 3 TO 12, 13, 14 C, D, E, 3E (SPECIFY SIZE)	PR	\$62.32
370	SHOES, MEN'S 5 EYE, COWHIDE LEATHER UNIFORM OXFORD, LEATHER UPPERS, BREATHABLE LINING, CUSHIONED REMOVABLE INSERT, VIRBRAM RUBBER OUTSOLE, GOODYEAR WELT CONSTRUCTION, POLISH ABLE, BLACK, BATES #E00968, SZ -- 15 AND LARGER W -- C, D, E, 3E (SPECIFY SIZE)	PR	\$70.04
380	SHOES, MEN'S 5-EYE, HI-GLOSS OXFORD, (WELTED), BLACK, HI-GLOSS POROMERIC, MAN-MADE MATERIAL, BATES # 941, SZ -- 15, AND LARGER W -- C, D, E, 3E (SPECIFY SIZE)	PR	\$59.74

**POLICE, FIRE and SECURITY**

12400	BELT, WAIST, 2 1/4" CLARINO FINISH, NICKEL BUCKLE, GOULD & GOODRICH # PDA-CL, SZ- 28 TO 42	EA	\$25.46
12410	BELT, WAIST, 2 1/4" CLARINO FINISH, NICKEL BUCKLE, GOULD & GOODRICH # PDA-CL, SZ- 44 TO 52	EA	\$26.52
12420	BELT, WAIST, 2 1/4" CLARINO FINISH, NICKEL BUCKLE, GOULD & GOODRICH # PDA-CL, SZ- 54 TO 60	EA	\$27.58
12430	BELT, PISTOL, CLARINO FINISH, NICKEL BUCKLE, GOULD & GOODRICH # H59C4R, SZ -- 28 TO 42	EA	\$45.09
12440	BELT, PISTOL, CLARINO FINISH, NICKEL BUCKLE, GOULD & GOODRICH # H59C4R, SZ -- 44 TO 52	EA	\$51.88
12450	BELT, PISTOL, CLARINO FINISH, NICKEL BUCKLE, GOULD & GOODRICH # H59C4R, SZ -- 54 TO 60	EA	\$56.22
12460	BELT, PISTOL, SALLY BROWN, CLARINO FINISH, NICKEL BUCKLE, GOULD & GOODRICH # H192-CL, SZ -- 24 TO 40	EA	\$51.98
12470	BELT, PISTOL, SALLY BROWN, CLARINO FINISH, NICKEL BUCKLE, GOULD & GOODRICH # H192-CL, SZ -- 40 TO 48	EA	\$59.41
12480	CASE, HANDCUFF, HI-GLOSS PORVAIR, NICKEL SNAP, GOULD & GOODRICH # H70CL	EA	\$21.32
12490	CASE, DOUBLE DUTY MAGAZINE FOR SIG-P229, GOULD & GOODRICH # H629-3CL	EA	\$26.30
12500	CASE, GLOVE, HI GLOSS, GOULD & GOODRICH # H555CL	EA	\$12.94
12510	SCABBARD, ROTATING SIDEBRAKE, 21", HI GLOSS, ASP # 52434	EA	\$25.99
12520	HOLSTER, LEFT HAND SIG P229, CLARINO FINISH BLACK SELF LOCKING SYSTEM, SAFARILAND #6280-174-92-OBL	EA	\$92.70
12530	HOLSTER, RIGHT HAND SIG P229, CLARINO FINISH BLACK SELF LOCKING SYSTEM, SAFARILAND #6280-174-91-OBL	EA	\$92.70
12540	JACKET, RAID, LIGHTWEIGHT WINDBREAKER, BLACK DUTYMAN #J31, Size S-XL <i>No longer available</i>		
12550	JACKET, RAID, LIGHTWEIGHT WINDBREAKER, BLACK DUTYMAN #J31, Size 2XL <i>No longer available</i>		
12560	JACKET, RAID, LIGHTWEIGHT WINDBREAKER, BLACK DUTYMAN #J31, Size 3XL <i>No longer available</i>		



Line Number	Description	UM	Price
12570	JACKET, WAIST LENGTH, SHELL 100% NYLON, NEWPORT HARBOR #01264, SZ--S(34-36), M(38-40), L(42-44), XL(46-48) <i>Discontinued by Manufacturer</i>		
12580	JACKET, WAIST LENGTH, SHELL 100% NYLON, NEWPORT HARBOR #01264, Size 2XL(50-52), REG OR LONG <i>Discontinued by Manufacturer</i>		
12590	JACKET, WAIST LENGTH, SHELL 100% NYLON, NEWPORT HARBOR #01264, SZ--3XL(54-59-60) REG OR LONG <i>Discontinued by Manufacturer</i>		
12690	PANTS, MEN'S 5.11 TACTICAL, CANVAS, 100 COTTON , 8.5 OZ., PRE-WASHED, ACTION WAIST, VELCRO, CARGO POCKETS, HEAVY DUTY BAR TACK, BRASS D RING, TOOL STRAP, DOUBLE REINFORCED KNEE AND SEAT, 5.11 # 74251, SZ -- 28-42 WAIST ( <b>SPECIFY SIZE</b> )	EA	\$29.50
12700	PANTS, MEN'S 5.11 TACTICAL, CANVAS, 100 COTTON , 8.5 OZ., PRE-WASHED, ACTION WAIST, VELCRO, CARGO POCKETS, HEAVY DUTY BAR TACK, BRASS D RING, TOOL STRAP, DOUBLE REINFORCED KNEE AND SEAT, 5.11 # 74251, SZ -- 44-50 WAIST ( <b>SPECIFY SIZE</b> )	EA	\$32.50
12710	PANTS, MEN'S 5.11 TACTICAL, CANVAS, 100 COTTON , 8.5 OZ., PRE-WASHED, ACTION WAIST, VELCRO, CARGO POCKETS, HEAVY DUTY BAR TACK, BRASS D RING, TOOL STRAP, DOUBLE REINFORCED KNEE AND SEAT, 5.11 # 74251, SZ -- 50-54 WAIST ( <b>SPECIFY SIZE</b> )	EA	\$40.00
12720	PANTS, TACTICAL, WOMEN'S, 8.5 OZ. 100% COTTON CANVAS, W/TACTICAL STRAP, SLASH POCKETS, DOUBLE SEAT AND KNEES, DOUBLE AND TRIPLE STITCH CONSTRUCTION, BAR TACKED IN HIGH STRESS AREAS, LINING IS CORDURA, COMFORT WAIST, D-RING, NUMEROUS COLORS, 5.11 # 64358, SZ -- 2 TO 16 ( <b>SPECIFY SIZE</b> )	EA	\$29.40
12780	COATS RAIN, REVERSIBLE, B.DRY FABRIC, WATERPROOF, WINDPROOF, BREATHABLE, ANSI/ISES 107-2004 CLASS II CERTIFIED, 2" SCOTCHLITE REFLECTIVE TRIM AROUND CHEST, SLEEVES, AND CUFFS ON HI VISIBILITY SIDE, FULLY REVERSIBLE FROM BLACK TO EITHER HIS-VIS YELLOW OR ORANGE, SPORT COLLAR ZIPS TO TOP, SEAMS SEALED W/THERMAL TAPE, 10" GO-THROUGH SLASH POCKETS W/WELTS, DROP SHOULDER DESIGN, QUICK DRY TAFFETA POCKETS, SNAP FRONT CLOSURE, DOUBLE STORM FLY FRONT WITH REVERSIBLE DELRIN ZIPPER, BADGE TAB ON BOTH LEFT CHESTS, MICROPHONE TAB ON LEFT AND RIGHT SIDES, 49" LONG, AVAILABLE W/CUSTOM SILK SCREENING, NEWPORT HARBOE #02230, SZ -- XS TO XL ( <b>SPECIFY SIZE</b> )	EA	\$126.00
12790	COATS RAIN, REVERSIBLE, B.DRY FABRIC, WATERPROOF, WINDPROOF, BREATHABLE, ANSI/ISES 107-2004 CLASS II CERTIFIED, 2" SCOTCHLITE REFLECTIVE TRIM AROUND CHEST, SLEEVES, AND CUFFS ON HI VISIBILITY SIDE, FULLY REVERSIBLE FROM BLACK TO EITHER HIS-VIS YELLOW OR ORANGE, SPORT COLLAR ZIPS TO TOP, SEAMS SEALED W/THERMAL TAPE, 10" GO-THROUGH SLASH POCKETS W/WELTS, DROP SHOULDER DESIGN, QUICK DRY TAFFETA POCKETS, SNAP FRONT CLOSURE, DOUBLE STORM FLY FRONT WITH REVERSIBLE DELRIN ZIPPER, BADGE TAB ON BOTH LEFT CHESTS, MICROPHONE TAB ON LEFT AND RIGHT SIDES, 49" LONG, AVAILABLE W/CUSTOM SILK SCREENING, NEWPORT HARBOR #02230, SZ -- 2XL ( <b>SPECIFY SIZE</b> )	EA	\$130.00

## **6. SPECIAL TERMS AND CONDITIONS**

### **A. 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 of Virginia, Department of Aviation will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

### **B. 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.

### **C. AUTHORIZED CONTRACT USERS:**

All Commonwealth of Virginia Agencies, Authority, Boards, Commissions, Institutions of Higher Education, other Public Bodies and other Entities authorized to use these contracts by Section 2.2-4304 of the Code of Virginia including but limited to Community Service Boards, non-profit medical and dental clinics, private health and educational institutions located in Virginia for serving the Virginia population. In addition other public agencies or institutions or localities of the several states, of the United States or its territories, and the District of Columbia may be allowed to use this contract if agreeable to the contractor. After award, non-profit medical and dental clinics, private health and educational institutions, public agencies, bodies, and institutions of other states, territories and the District of Columbia wishing to use this contract must make a request to the Virginia Department of Purchases and Supplies to be added to the contract. The contract officer responsible for the contract will add this location by issuing a change order to the contract. Contractors may be required to sign these public agencies, bodies, institutions of other states, territories and the District of Columbia Terms and Conditions.

### **D. AWARD:**

The Commonwealth will make the award(s) on a **LOT BASIS** to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. 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.

Award(s) may also be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern.

### **E. BID ACCEPTANCE PERIOD:**

Any bid or contract as a result of this solicitation shall be valid for 90 days. At the end of this time period 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.

### **F. BILLING:**

Contractor shall bill only for items shipped to the respective ordering agency(s). Contractor shall not bill ordering agency(s) for items not shipped. This also applies to billing customer's small purchase charge card. Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number

### **G. 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.

**H. CERTIFICATION LABELS:**

Uniform - each garment will have sewn in, an individual label which states that the garment is guaranteed to meet the specifications outlined in the IFB. Unless a garment requires a sewn label, all labels in garments should be made of a durable fabric and printed with indelible ink. **(No paper labels.)**

**I. CHARGE CARDS:**

The Commonwealth and other users of this contract may make purchases using a major credit card. Currently the Commonwealth uses Bank of America -VISA. Please list the major credit cards that will be accepted by your company under any resulting contract. **AMEX, MASTERCARD, VISA, & DISCOVER**

**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

**J. CLOTHING LABELS:**

All clothing items shall be labeled with manufacturer’s name, size, fabric content and washing instructions according the Federal Fiber Identification Act. Sizes shall be according to Federal Commercial Standards.

**K. CUSTOMER SERVICE:**

The Contractor(s) shall provide each of the designated contract users a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative must be available during Contractor's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning:

- The status of orders (shipped or pending),
- Delivery information,
- Back-order information,
- State-wide contract pricing,
- Contracted product offerings/exclusions,
- Contract compliance requirements, and
- General product information.

Representatives should be available by phone, fax, or email (local or 800 # preferred).

Both Contract Users and the Contractor(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction

**L. DELIVERY:**

Delivery of all requested contract items shall be made within 30 calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. On the "Quote Sheets" indicate your delivery time ARO (After Receipt of Order) by each item quoted. This time may be a factor in making the award.

All shipments will be F.O.B. delivered to the specified location. Contractor(s) is responsible for filing and expediting all freight claims with the carrier. The Contractor will pay title and risk of loss or damage charges. Emergency/rush delivery requiring special shipping and handling will be at Contract Users' expense (with prior approval only). Rush delivery that occurs as a result of the Contractor's error will be free of charge to the Contract User(s).

**M. INVENTORY LEVEL/STOCK:**

The Contractor shall maintain a level of sufficient inventory adequate to satisfactorily service each account. Fill rate performance details will be determined as part of Attachment D. In addition, the Contractor shall have an adequate supply and inventory for items that have a long lead-time.

**N. INVOICING:**

Contractor shall bill only for items shipped to the respective ordering agency(s). Contractor shall not bill ordering agency(s) for items not shipped. This also applies to billing customer's small purchase charge card. Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number

**O. INVOICES:**

All invoices submitted shall be itemized as following:

- Description of product and item number
- Quantity ordered
- Quantity shipped
- Unit cost of the item
- Total cost of the item
- Cost of additional services such as sewing on buttons, strips, patches and emblems (if applicable) i.e.
  - Buttons
  - 1/2" nylatwist braid trouser strip
  - Patch etc.
- Total Cost of the entire order

**Any invoice not submitted as indicated may not be processed for payment.**

**P. NAME OF MANUFACTURER AND SHIPPING POINT:**

Each bidder shall supply the name and address of the manufacturer of each item offered and the shipping point.

**Q. LATE DELIVERIES AND NON-PERFORMANCE:**

Late deliveries or non-performance resulting from any act, negligence or default on the part of ordering agencies, public enemy, war, embargo, fire, explosion, flood, or any other acts of God not caused by negligence or intentional act of the contractor (or his supplier's), by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond control or fault of the contractor (or his supplier's), a reasonable extension of time as the ordering agencies deems appropriate may be granted. Upon receipt of a written request and justification for any extension of delivery time or performance from the contractor, the ordering agency may extend the time for performance or delivery of goods or services herein specified, if negotiated between the ordering agency and the contractor.

**R. MINIMUM ORDERS:**

Minimum orders shall be \$25.00 for FOB destination to ordering agency. For order less than minimum order, Contractor may be permitted to add a flat fee. Partial shipments of less than the minimum order value, which are made at the option of the contractors, shall be FOB destination with no additional fee added. If at the agency's request, shipments are made below the minimum order value, the contractor may add the flat fee.

**S. NEW PRODUCTS:**

Unless otherwise expressly stated in this solicitation, all products furnished under the agreement shall be new, first quality, and unused.

**T. NON-PERFORMANCE REMEDIES:**

A contractor that fails to meet performance requirements may have non-performance remedies put into effect. Information related to performance compliance will be collected as part of Attachment D and other appropriate means. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply at its web site.

**In the event the supplier does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.**

**U. ORDERING METHODS:**

The Commonwealth requires contractor(s) to accept orders via the eVA ordering system for the Commonwealth of Virginia Agencies, authorities, boards, commissions and institution. Contractors must also have a local Virginia telephone number, or a toll free (800) number, or agree to accept collect calls. Each Contract User is responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax or computer on-line systems. Vendors using Electronic Funds Transfer (EFT) via eVA will generally get a lower transaction cost and save money compared to payment via the purchasing card.

**V. OTHER REQUIREMENTS:**

- 1. Additional Services:** Contractor users may require Contractor to sew on emblems, badges, patches and insignia that will be provided by the agency, at the agencies' expense.
- 2. Restriction:** Emblems, Badges, Patches, or Insignia that are unique to any State Agency, Division, Section, Office, Local Government, School District, Rescue Squad, Fire Department or Division including Volunteer Fire Department shall not be sold to the general public nor shall such Emblems, Badges, Patches and Insignia be sold to any government entity except for those for which the Emblems, Badges, Patches and Insignia are intended.
- 3. Personalization:** Contract users may require Contractor to perform embroidery, monogramming, and screen printing on clothing at the end user's expense.

**W. PRICE ESCALATION/DE-ESCALATION:**

Price adjustments may be permitted for changes in the contractor's cost of materials or other items that affect price. The PPI will be used as a guide relating to determination of increases. No price increases will be authorized for **365** calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each **365** days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

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

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

**X. PRIME CONTRACTOR RESPONSIBILITIES:**

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, 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.

**Y. PRODUCT AVAILABILITY:**

Contractors must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by the designated Commonwealth of Virginia representative during the term of the agreement. Contractors must communicate manufacturer's discontinuation of any products to the contract officer in writing within five (5) business days. In such instances, Contractors shall work with the contract officer(s) to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. Contractors shall offer detailed quarterly reports if requested by the Commonwealth, displaying removed SKUs off of contract list and suggested replacements. Contractors will be prepared to offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement part number, description, list price, applicable discount, and final price

**Z. PRODUCT INFORMATION:**

The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

**AA. PRODUCT SUBSTITUTION:**

Over the term of any contract, specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. However, substitutions shall not be made without the full knowledge, evaluation and agreement of the contract officer as evidenced by a written contract change notice from the Division of Purchases and Supply. Functionally equivalent product substitutions will be considered provided the contractor(s) certifies that the function, characteristics, performance and endurance qualities of the material offered is at least equal to that specified.

**AB. PURCHASE VOLUME REPORT:**

The contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases made under this contract and the total number of each contract item ordered under this contract on a monthly basis. The report shall include sales to Community Service Boards, non-profit medical and dental clinics, private health and educational institutions located in Virginia for serving the Virginia population, other public agencies or institutions or localities of the several states, of the United States or its territories, and the District of Columbia. See Attachment for a sample of the required excel report format.

**AC. QUALITY ASSURANCE GUARANTEES:**

The Contractor guarantees its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents produced by the contractor(s), manufacturer(s), or other sources. The Contractor(s) is to agree to repair and/or immediately replace without charge (including freight both ways) to Contract Users any product or part thereof which proves to be defective or fails within the warranty period as specified.

**AD. 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.

**AE. RENEWAL OF CONTRACT:**

There are no more renewal options hence the extension.

**AF. RETURNS:**

There will be no return fees for inaccuracies or other errors on the part of the contractor. Any materials delivered in poor condition, in excess or the amount authorized by the ordering customer or not ordered by the customer may, at the discretion of the ordering customer, be returned to the Contractor's warehouse at the Contractor's expense. Ordering customers should make these returns within 30 days of receipt of product. Credit for returned goods shall be made immediately once contractor received the returned goods.

In cases where the customer orders item(s) incorrectly or when the item(s) does not meet the need of the customer the contractor may charge a restocking fee not to exceed 10% of the value of the goods. To be acceptable for return the products must be in resale condition.

**AG. RUSH DELIVERIES:**

Any rush delivery that occurs as a result of Contractor's error (e.g., stock-outs, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.

**AH. SAMPLES:** Anyone not making an offer on the exact manufacturer and style number may be asked to submit samples of the garments. Samples must be submitted within thirty (30) days after the request. The sample garments must meet or exceed the minimum specifications before the offer is awarded. Therefore, samples submitted must be of the same material, quality, style, construction, workmanship and finish as those proposed to be furnished. Samples must be supplied without cost to the Commonwealth of Virginia, if bidder is successful and his proposal items are accepted, those samples will be retained for the terms of the contract to assure delivered goods are in compliance with the specifications.

The samples to be submitted would include one of each of the specified items in the Invitation for Bids. Each sample must carry a tag listing the name of the and the District of Columbia, item number and size, the item number listed in the IFB, and include specifications. It should be clearly understood that the bid samples will be used for two purposes including (1) determining the quality of workmanship and conformance to the specifications, and (2) to identify the lowest qualified bidder meeting specifications. Therefore, the Commonwealth of Virginia reserves the right to open seams, or linings, to gain access to inner construction and also reserves the right to reject any bidder whose samples do not meet specifications. Any determination by the Commonwealth of Virginia as to whether a sample meets or does not meet specifications shall be final.

Failure to provide samples to the Division of Purchases and Supply no later than thirty (30) days prior to the sample request will be sufficient cause for rejection of the. The samples from the low bidder must meet specifications. Failure to do so will result in disqualification and award will go to the next low bidder meeting the specifications.

The Commonwealth of Virginia shall be the sole judge as to whether or not items submitted meet specifications and whether or not items being offered are equal. Failure of the delivered uniforms to be of the same quality of the approved sample shall completely release the Commonwealth from any or all contractual obligations to the successful supplier, his agents or assignee.

Failure of the completed order to meet specifications or is proved not to be of equal quality as the sample shall release the agency from any and all obligations to the supplier, his agents, or his dealers, and shall enable the agency to place another order with whomever the buyer pleases, without obligation or restrictions to the manner of purchasing.

**AI. SHIPPING LABELS:**

A packing label must be on each box and include the following items, visible on the outside of the box:

- Contract User
- Address
- Department and floor
- Contact
- Telephone number

A packing slip must also be included with each shipment, which will include at least the following information in no particular order:

- Line item description
- Quantity ordered (**Case quantity must list number of each item contained within/per Case**)
- Quantity included in shipment
- Any back order items
- Unit Price
- Number of parcels
- Purchase Order
- Agency name and department
- F.O.B. (destination)
- All information contained on the packing label

\* Bidders shall provide a sample packing list & shipping label with the bid

**AJ. SIZE CHARTS:**

Bidder **shall** submit with their offer a **SIZE CHART** indicating the sizes that are available. The appropriate size charts will be provided to the agencies upon request. A size chart is required!

**AK. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

1. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

**AL. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:**

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

**AM. SPECIFICATIONS:**

The bidder shall submit completed detailed specifications, cut sheets, etc. to show compliance with the Terms and Condition contained with this IFB and specifications contained on the Quote Sheets.



AN. **Subcharge omitted :**

AO. **WARRANTY (COMMERCIAL):**

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

AP. **WEARING APPAREL SPECIFICATIONS:**

All apparel shall be firsts, no seconds or irregulars. All apparel shall be packed with clean, pressed, shaped finish items free from any defects which may affect appearance or service ability. All apparel threads and other findings shall have color fastness equal to that of the fabric so that it can be handled without bleeding. All trim used shall have color fastness equal to remainder of garment or trim shall be easily removable. All cotton or part cotton fabrics shall be Sanforized material. All apparel shrinkage shall be a minimum of 1% not to exceed a maximum of 5%. All clothing apparel shall be machine washable and dryable many items (including but limited to underwear, bars, socks, boxer, sleep wear, etc.) must withstand repeated laundering in an institutional environment.

AQ. **eVA Business Vendor Registration:**

It is not a requirement to be eVA registered to submit a bid, however it is required to register before you may receive any award under this solicitation. It is recommended that your company get registered now so as not to delay any award that the Commonwealth chooses to make. Go to <http://www.eva.state.va.us/> search under "SIGN-UP" or go to call eVA Customer Care @ 866-289-7367

AR. **VDOT WORKER SAFETY VESTS**

The VDOT worker Safety vests are being provided by the Virginia Industries for the Blind (a mandatory source).

The VDOT Safety vests are not a part of this contract. There are no plans to bid them at this time. The safety vests on this solicitation can be purchased by Public Bodies, Cities and Counties.

AS. **ALL PRICES QUOTED SHALL BE FOB DESTINATION**

**SCOPE OF WORK:** The contractor shall furnish and deliver each of the items so awarded in compliance with the required specifications FOB Destination freight included in unit price.

The only exception concerning freight charges is for Minimum Orders under the Special Terms and Conditions (Section R)

Minimum orders shall be \$25.00 for FOB destination to ordering agency. For order less than minimum order, Contractor may be permitted to add a flat fee. Partial shipments of less than the minimum order value, which are made at the option of the contractors, shall be FOB destination with no additional fee added. If at the agency's request, shipments are made below the minimum order value, the contractor may add the flat fee.

AT. **SUBSTITUTIONS**

**(USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, **the name of a certain brand, make or manufacturer does not restrict bidders 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 equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder 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 clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

AU. **SWAM CERTIFICATION INFORMATION**

Bidders can obtain SWAM certificate number and information by contacting the Department of Minority Business Enterprise (DMBE) <http://www.dmb.e.virginia.gov/>

Division of Purchases and Supply \* PO Box 1199 \* Richmond, VA 23218-1199

Virginia Department of Minority Business Enterprise  
1111 East Main Street, Suite 300  
Richmond, VA 23219

Phone: (804) 786-6585,  
Toll-free: 1 (888) 792-6323

**AV. METHOD OF PAYMENT:**

After delivery of materials and receipt of a proper invoice, addressed and billed in accordance with the purchase order, payment will be made in accordance with paragraph J Titled "Payment" of the General Terms and Conditions. In some cases payment may be made by via the credit card. Currently the Commonwealth uses a Master Card issued by Bank of America.

**AW. FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

---

## 7. GENERAL TERMS AND CONDITIONS

---

### A. VENDORS MANUAL

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

### B. APP. LAWS AND COURTS

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### C. ANTI-DISCRIMINATION:

**ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply: 1. During the performance of this contract, the contractor agrees as follows: a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### D. ETHICS IN PUBLIC CONTRACTING

**ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money,

services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

#### **E. IMMIGRATION REFORM**

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

#### **F. DEBARMENT STATUS**

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation,. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

#### **G. ANTITRUST**

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

#### **H. MANDATORY USE OF STATE FORM**

**MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

#### **I. CLARIFICATION OF TERMS**

**CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

#### **J. PAYMENT (1 of 4)**

**PAYMENT (part 1 of 4):** To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.(Continued on part 2)

## **J. PAYMENT (2 of 4)**

PAYMENT (part 2 of 4): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

## **J. PAYMENT (3 of 4)**

PAYMENT (part 3 of 4): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

## **J. PAYMENT (4 of 4)**

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

## **K. PRECEDENCE OF TERMS**

PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

## **L. QUALIFICATIONS**

QUALIFICATIONS OF BIDDERS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder) to perform the services/furnish the goods and the (bidder) 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) 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) if the evidence submitted by, or investigations of, such (bidder) fails to satisfy the Commonwealth that such (bidder) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

## **M. TESTING AND INSPECTION**

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

## **N. ASSIGNMENT OF CONTRACT**

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

## **O. CHANGES TO THE CONTRACT**

Changes can be made to the contract in any of the following ways: 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: a. By mutual agreement between the parties in writing; or b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the dispute provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

## **P. DEFAULT**

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

## **Q. TAXES**

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and

use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

#### **R. USE OF BRAND NAMES**

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

#### **S. TRANSPORTATION AND PACKAGING**

**TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

#### **T. INSURANCE (1 of 3)**

**INSURANCE (part 1 of 3):** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. (continued in part 2)

#### **T. INSURANCE (2 of 3)**

**INSURANCE (part 2 of 3) MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:** 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 combined single limit. (required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicles.) (continued in part 3)

#### **T. INSURANCE (3 of 3)**

**INSURANCE (part 3 of 3):** NOTE: In addition, various Professional Liability/Errors and Omissions coverage

are required when soliciting those services as follows: Profession/Service /Limits, Accounting /\$1,000,000 per occurrence, \$3,000,000 aggregate Architecture/\$2,000,000 per occurrence, \$6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ \$1,000,000 per occurrence, \$3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations/\$1,725,000 per occurrence, \$3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2031, as follows: July 1, 2013 - \$2,100,000, July 1, 2014 - \$2,150,000. This complies with Code of Virginia § 8.01-581.15.) Insurance/Risk Management /\$1,000,000 per occurrence, \$3,000,000 aggregate, Landscape/Architecture/\$1,000,000 per occurrence, \$1,000,000 aggregate. Legal/\$1,000,000 per occurrence, \$5,000,000 aggregate. Professional Engineer/\$2,000,000 per occurrence, \$6,000,000 aggregate, Surveying/\$1,000,000 per occurrence, \$1,000,000 aggregate.

#### **U. ANNOUNCEMENT OF AWARD**

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

#### **V. DRUG-FREE WORKPLACE**

**DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### **W. NONDISCRIMINATION**

**NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

#### **X. eVA REGISTRATION**

**eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACT AND ORDERS:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://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 by completing the free eVA Vendor Registration. All bidders or offerors



must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

## **Y. AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

## **Z. SET ASIDES**

This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

## **AA. BID PRICE CURRENCY:**

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

## **BB. BUSINESS AUTHORIZATION**

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

