

October 9, 2001

MEMORANDUM

TO: Purchasing Offices
Departments, Institutions, Agencies
Commonwealth of Virginia

FROM: Ron Bell
Director

SUBJECT: Procurement Information Memoranda (PIM) #98-009

Enclosed is PIM #98-009 representing several changes to the September 1998 edition of the *Agency Procurement and Surplus Property Manual (APSPM)*. Please insert or replace the pages enclosed; the appropriate page numbers are shown at the bottom of the page. The location of text changes are indicated by an arrow in the margin (→).

Changes have been made to Chapter 14 on Electronic Procurement whereby the placement of orders through eVA is mandatory for items available on mandatory use state contracts, optional contracts and pricing agreements. Agencies and institutions are encouraged to contact their Account Executive for needed assistance.

Effective October 1, 2001, several sections of the *Code of Virginia* were recodified, including the *Virginia Public Procurement Act (VPPA)*. References are made throughout the *APSPM* to various Code sites. A cross-reference chart is included in this PIM and is made part of the Index. Whenever references are made to obsolete sections of the Code in the *APSPM*, use the cross-reference chart to identify the new Code sites; the new cross-referenced cites will prevail.

Appendix C contains a log in which to list the PIM number and date of revision. This letter and the corresponding PIM #98-009 should be filed in the back of the Appendix C log. Replacement pages should be inserted as indicated.

Section	Summary of Changes	Replacement Pages as Indicated
2.1c Page 2-2	The agency name for the Department for the Visually Handicapped (DVH) was changed to the Department of Blind and Vision Impaired (DBVI).	Change all references made to the Department for the Visually Handicapped (DVH) to Department of Blind & Vision Impaired (DBVI) in section 2.1c.
Annex 7-D Page 7-21 and Annex 8-D Page 8-7	PIM 98-008 incorporated a nondiscrimination statement on Faith-based organizations in IFBs, RFPs, and POs. Required language is added to the Standard Contract form for competitively negotiated and noncompetitively negotiated contracts.	Insert replacement pages 7-21 and 8-7.
14.4 Page 14-2	State contract orders are required to be placed through eVA. The use of eVA will be taken into consideration when reviewing requests for increased or maintenance of delegated purchasing authority.	Insert replacement page 14-2.
Appendix B Section I	New Appendix B, Section I, cover page includes a new General term and condition on eVA Business-to-Government Vendor Registration.	Insert replacement pages B-2 and B-2a.
Appendix B, Section I, Clause C 1a Page B-2a	PIM 98-008, 7/1/01 contained wording errors in the Anti-Discrimination clause C. 1. a.	Replacement pages B-2 and B-2a inserted above.
Appendix B, Section I, Clause T. Page B-6	Change required in Insurance clause showing new malpractice insurance limit effective 7/1/01. Includes additional examples of professions under Health Care Practitioners.	Under the Profession/Service portion of the Insurance clause, the limits under Health Care Practitioner were increased to \$1,600,000 (effective 7/1/01). Additional examples of Health Care Practitioners are added. Insert replacement page B-6.
Appendix B, Section I, Clause T., Insurance Page B-6a	Change the reference from Department of General Services to Department of Treasury and correct the telephone number in the "When Used" guidance of the Insurance term.	The responsibility for Insurance transferred from the Department of General Services to the Department of Treasury, Division of Risk Management. Replacement page B-6a gives the new telephone number (804-786-3152). Insert page B-6a.
Appendix B, Section I, X Page B-6a	A new General term and condition is added to address eVA Business-to-Government Vendor Registration.	Replacement page B-6a (inserted above). Insert page B-6b.

Appendix B Section II Page B-8	The Index of Special Terms and Conditions is revised to add eVA Business-to-Government Contracts, as clause #59.	Insert replacement page B-8.
Appendix B Section II Page B-22a	A new Special term and condition is added to address eVA Business-to-Government Contracts, as clause #59.	Insert replacement pages B-22a and B-22b.
Index Last Page	The <i>VPPA</i> was recodified effective 10/1/01, changing all cite reference numbers. Wherever the obsolete references to the Code of Virginia cites are made, the new cross-references cites will prevail.	Insert the <i>VPPA</i> cross-reference chart as a new page (not numbered) as the last page of the Index.

If you should have questions about the changes noted, please contact Nancy M. Davis at 804-786-0323 or ndavis@dgs.state.va.us.

Annex 7-D

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

(for use with Competitively Negotiated contracts only)

Contract Number: _____

This contract entered into this ___ day of _____ 20___, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, _____ (Department, Agency, Division) called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;

Attachment _____, Date _____
Attachment _____, Date _____

- (3) The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

Title: _____

Title: _____



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

7-21
Annex 8-D

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

(for use with noncompetitively negotiated contracts only)

Contract Number:

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, _____ (Department, Agency, Division) called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the Agencies of the Commonwealth of Virginia as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The attached purchasing description which consists of:
 - (a) The Scope of Work, and/or item description
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____ By: _____
 Title: _____ Title: _____



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

14.4

e-Mall Shopping: Any available mandatory source, mandatory use contract or optional use contract will appear in the response(s) received to an item search in the e-mall. Unit prices shown in the electronic catalogs are inclusive of shipping charges; however, a minimum order requirement may apply, which can be determined by clicking on the item description to view further information. The extent to which agencies and institutions use eVA will be taken into consideration when evaluating requests for (and maintenance of) higher levels of delegated purchasing authority (see 1.2a). The below procedures shall apply to purchases made via the e-mall:

- a. **Mandatory Sources and Mandatory Use Contracts (see 2.1):** Agencies and institutions shall place all orders through eVA on mandatory use contracts; this should begin immediately with full compliance no later than December 1, 2001. Purchases may be made up to any dollar amount unless otherwise limited by the specific mandatory source or contract. Exception to the use of a mandatory source or contract must be approved in advance, in writing, by an official of the mandatory source, or the contract officer in the case of a DGS/DPS contract, utilizing the Procurement Exemption Request form located at Annex 13-D. Approved requests must be attached to the purchase transaction file either electronically or by hard copy.
- b. **Optional Use Contracts and Pricing Agreements (see 2.2a.):** Orders for items available on optional use contracts or pricing agreements shall be placed through eVA; this should begin immediately with full compliance no later than December 1, 2001. Purchases may be made up to any dollar amount unless otherwise limited by the specific contract. Such contracts allow for purchases from other sources; however, if it is to be made from another source and the total cost exceeds the single quote limit, the requirement must be competed.
- c. **Non-mandatory Sources (see 2.2b. & c.):** Surplus property listed in the e-mall is available for purchase up to any dollar amount. Sheltered workshops are not listed. Purchases from sheltered workshops are exempt from competitive procurement within the guidelines stipulated in 2.2c, but can only be accessed outside eVA.
- d. **Open Market Sources:** In addition to any available mandatory source, mandatory contract or optional use contract, other vendors may appear as choices during the e-mall shopping for the specific requirement. When a mandatory source or contract is not available to satisfy the requirement or an exemption has been granted to bypass it, any open market vendor may be selected when the total value does not exceed the single quote limit. See paragraph 14.5 for small purchase competitive requirements.

14.5

Small Purchase Competitive Requirements: eVA provides the capability to shop e-Mall catalogs (non-contract) up to \$30,000 and to solicit informal competition electronically via Quick Quote for small dollar requirements up to \$50,000. Small purchase solicitations are not required to be publicly advertised for at least 10 days, but the deadline set for a response should take into consideration the agency's needs and the time needed by potential bidders to review the requirement and to offer a quote. The award shall be made to the lowest responsive and responsible bidder.

- a. **Single Quotation (up to \$5,000):** An e-mall catalog (non-contract) price is acceptable as a quote when the value of the purchase is \$5,000 or less. The lowest priced item received as a result of an e-mall catalog search need not be chosen, but such selection should be based on the product that best meets the need and the required delivery date and when the price is considered fair and reasonable. Documentation of the one quote selected is not required. Although an e-mall catalog price response is acceptable, competition may be solicited via Quick Quote whenever the requirement is for multiple quantities and/or when it can be expected that a lower price and/or savings in shipping costs may be realized.
- b. **e-Mall Search Responses (over \$5,000 to \$15,000):** e-Mall catalog (non-contract) prices are acceptable as quotes whenever a minimum of three valid responses are received as a result of the e-mall search. A valid response is defined as an item meeting brand name or equal, generic or proprietary specification requirements. Additional competition need not be solicited in such instances, but the award shall be made to the lowest price e-mall vendor meeting specifications. Whenever less than three e-mall catalog responses are received, additional competition must be solicited via Quick Quote (see paragraph 14.5e) to comply with the required three valid responses. Each valid e-Mall response should be counted as a quote and included in the bid tabulation along with the additional quick quotes received. In the event additional valid sources could not be identified or the number of additional valid responses did not total three when combined with the e-mall search, document the attempt made to identify other sources and/or conduct a price reasonableness determination if only one valid quote was received. Such documentation may be noted in the comment block of the eVA

purchase request. Be aware that e-Mall catalog pricing is generally for one each, inclusive of shipping and handling charges and, therefore, a lower price plus additional savings for shipping can be expected for multiple quantities and/or line items if solicited via Quick Quote.

APPENDIX B

SECTION I

**REQUIRED GENERAL TERMS AND CONDITIONS
GOODS AND NONPROFESSIONAL SERVICES**

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These General Terms and Conditions are required for use in written solicitations issued by state agencies for procurements that are subject to this manual unless changed, deleted or revised by the legal advisor to your agency. You should edit the wording to fit the type of solicitation (IFB or RFP) by either deleting or lining out the inappropriate words in all parenthesis. For service contracts clauses, Q, R, and S are normally not applicable and may be omitted. For goods contracts, omit clause T.

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842.
- B. **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 contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **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 §11-51 of the *Virginia Public Procurement Act*. 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*, § 11-35.1E).

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:

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- 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.

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 equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

S. **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.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

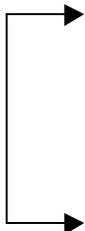
T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 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 coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
(Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverages are to include Products, Completed Operations Coverage and Garagekeeper's Liability.)
4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
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, Doctors, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,600,000 per occurrence, \$3,000,000 aggregate (Increased limit effective July 1, 2001)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$ 500,000 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	\$ 100,000 per occurrence, \$ 300,000 aggregate



→ * **When Used:** FOR CONSTRUCTION AND/OR SERVICE CONTRACTS - Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. The Department of Treasury, Division of Risk Management (804-786-3152) should be contacted when other types of coverage may be required or when in doubt as to the need for other limits. When soliciting one of the Professions/Services listed above include the Professional Liability/Errors and Omissions coverage and limits as shown. When not soliciting one of these Professions/Services, omit the required coverages section from the General Terms and Conditions boilerplate.

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on _____ for a minimum of 10 days.

* **When Used:** For all procurements involving solicitation using an Invitation for Bids or Request for Proposal, include how the notice of the award or the announcement of the decision to award will be made. Fill in the blank with the location or manner of posting used by the public body, e.g., on the public body's public posting notice board, on the DGS/DPS Web site, on another Web site or posting board, or other location.

V. **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.

* **When Used:** This clause shall be included in every contract over \$10,000. If procuring by unsealed solicitation, the Commonwealth's General Terms and Conditions may be incorporated by reference.

W. **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, or disability or against faith-based organizations. 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.

* **When Used:** This clause shall be included in all solicitations using an Invitation for Bids or Request for Proposal (*Code of Virginia, § 11-35.1 H*).

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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, and complete the Ariba Commerce Services Network registration.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. 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, and ability to research historical procurement data, as they become available.

- c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

Note: Vendors are strongly encouraged to register your company prior to submitting a bid or offer. Failure to register will result in your bid or offer being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

*** When Used: Include in all solicitations, contracts, contract renewals, and purchase orders issued by state agencies and institutions.**

NOTE TO STATE AGENCIES AND INSTITUTIONS: Select from Appendix B, Sections II & III, appropriate Special Terms and Conditions to be included in the solicitation. Refer to Chapter 6, Competitive Sealed Bidding, or Chapter 7, Competitive Negotiation, for proper sequence of contents.

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51.	RENEWAL OF CONTRACT	B-21
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54.	USE OF RECYCLED MATERIALS	B-22
55.	WARRANTY	B-22a
56.	WARRANTY (COMMERCIAL)	B-22a
57.	WORK SITE DAMAGES	B-22a
58.	WORK ESTIMATES (TIME AND MATERIAL CONTRACTS)	B-22a
→ 59.	eVA BUSINESS-TO-GOVERNMENT CONTRACTS	B-22a

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the (name of institution) 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.

*** When Used: This provision is for use in solicitations for goods or services when the Commonwealth wants to ensure that the use of the goods or services by the state is not used in advertising or product literature.**

2. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

*** When Used: For use in service contracts or furnish and install goods contracts when it is possible that the contractor may encounter asbestos during performance of the contract.**

3. **AS BUILT DRAWINGS:** The contractor shall provide the Commonwealth a clean set of reproducible “as built” drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All “as built” drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.

*** When Used: For furnish and install and construction and renovation projects; i.e., fire alarm systems, heating and air conditioning systems, refrigeration rooms, building modifications, major equipment installations, etc.**

4. **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.

*** When Used: Must be included in all term contracts for goods or services. Do not use in spot purchases.**

5. **AUTHORIZED USERS:** (Name of State agency, institutions and/or public body) is issuing this solicitation in cooperation with other agencies and institutions. Requirements of (name specific agencies or institutions that are part of this cooperative agreement) have been combined, and the total estimated usage is shown within this solicitation. (Name of issuing agency) is responsible for administering the program; therefore, correspondence should be directed to the (name of issuing agency). The contractor shall provide a volume purchase report prior to contract expiration or renewal action.

*** When used: Used in cooperative purchasing solicitations where requirements of two or more public bodies have been combined to increase efficiency or reduce administrative expenses. Public bodies must be specifically identified and their expected combined usage shown in the solicitation or use of the contract is not authorized.**

*** When Used: Include in solicitations for goods that have a high probability for the use of recycled materials.**

55. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of _____ following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

*** When Used: Include in solicitations to furnish and install or deliver goods when the procuring agency wants to specify the length of time the warranty is to run; i.e., equipment 1 year, compressor 5 years, piano 10 years, etc.**

56. **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/proposal.

*** When Used: Include in solicitations for goods, furnish and install or services when commercial warranty provisions for a particular item or service are acceptable.**

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

*** When Used: Include in solicitations to furnish and install equipment. May also be used in solicitations for services such as moving, maintenance, removal of equipment, non-capital outlay construction projects, etc.**

58. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

*** When Used: This clause may be used for all time and material contracts where the contractor furnishes estimates prior to starting work for particular projects. Agencies should take the necessary steps to ensure that it is protected from those cases where a contractor submits a low estimate and the invoice is much higher. Use of this clause will provide that protection as long as the contractor is held to the terms of this clause.**

59. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

Note: Failure to comply with the above requirements will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

*** When Used: Include in all solicitations and renewals of state wide, single agency, and cooperative term contracts, issued by state agencies and institutions.**

**Virginia Public Procurement Act (VPPA)
Recodification Cross-Reference Chart**

Old Section	New Section
11-35	2.2-4300 2.2-4343
11-36	2.2-4302
11-37	2.2-4301
11-38	Deleted
11-39	2.2-4343 B
11-40	2.2-4304
11-40.2	2.2-4343
11-40.3	2.2-4346
11.40.4	2.2-4343
11-41	2.2-4303 2.2-4346
11-41.01	2.2-4313
11-41.02	2.2-4314
11.41.1	2.2-4305
11-41.2	2.2-4306
11-41.2:02	2.2-4307
11-41.2:2	2.2-4308
11-41.2:3	2.2-2404
11-41.2:4	2.2-2405
11-41.2:5	2.2-2406
11-41.4	Deleted
11-42	2.2-4319
11-43	2.2-4331
11-44	2.2-4310 A
11-44.1	2.2-4320
11-45	2.2-4309 2.2-4344 2.2-4345 2.2-4346
11-45.1	2.2-4322

Old Section	New Section
11-46	2.2-4317
11-46.1	2.2-4321
11-46.3	2.2-4332
11-47	2.2-4324
11-47.01	2.2-4323
11-47.1	2.2-4325
11-47.2	2.2-4326
11-47.3	2.2-4327
11-47.4	2.2-4328
11-47.5	2.2-4329
11-48	2.2-4310 B
11-49	2.2-4315
11-50	2.2-4316
11-51	2.2-4311
11-51.1	2.2-4312
11-52	2.2-4342
11-53	2.2-4318
11-54	2.2-4330
11-55	2.2-4309 A, C
11-56	2.2-4333
11-56.1	2.2-4334
11-56.2	2.2-4335
11-57	2.2-4336
11-58	2.2-4337
11-59	2.2-4340
11-60	2.2-4341

Old Section	New Section
11-61	2.2-4338
11-62	2.2-4339
11-62.1	2.2-4347
11-62.2	2.2-4350 A
11-62.3	2.2-4350 B
11-62.4	2.2-4351
11-62.5	2.2-4355
11-62.6	2.2-4353
11-62.7	2.2-4356
11-62.8	2.2-4349
11-62.9	2.2-4348
11-62.10	2.2-4352
11-62.11	2.2-4354
11-63	2.2-4357
11-64	2.2-4358
11-65	2.2-4359
11-66	2.2-4360
11-67	2.2-4361
11-68	2.2-4362
11-69	2.2-4363
11-70	2.2-4364
11-71	2.2-4365
11.71.1	2.2-4366
11.72	2.2-4367
11-73	2.2-4368
11-74	2.2-4369

Old Section	New Section
11-75	2.2-4371
11-76	2.2-4370
11-77	2.2-4371 B
11-78	2.2-4372
11-78.1	2.2-4373
11-79	2.2-4374
11-79.1	2.2-4375
11.79.2	2.2-4376
11-80	2.2-4377