AMENDED Attachments A-D

THIS DOCUMENT MUST BE FULLY COMPLETED AND ATTACHED TO ELECTRONIC BID SUBMISSION

I. PURPOSE:

To establish a term contract with one qualified vendor to provide Work Gloves to the Virginia Distribution Center in Sandston, VA.

II. PERIOD OF CONTRACT:

The initial term shall be from date of award for two (2) years with three (3) additional optional one (1) year periods.

III. SCOPE OF WORK:

SPECIFICATIONS. See the Price Schedule for Details. See the Pricing Schedule for descriptions and Brand Name. See paragraph R of the General Terms and Conditions for "Use of Brand Names". EACH MASTER CASE AND PACKAGE OF GLOVES MUST BE LABELED WITH THE VDC CATALOG NUMBER.

The Commonwealth of Virginia's Division of Purchases and Supply reserves the right to conduct any test or evaluations deemed necessary to determine conformance of offered product with the specification and/or conduct a sensory evaluation on the variables of flavor, color, texture and odor.

FILL OUT THE FOLLOWING AND RE ATTACH TO ELECTRONIC BID RESPONSE, BID PRICING IS ENTERED ELECTRONICALLY

Item	Description	List pricing per pair for each available size
1	GLOVE (WORK), JERSEY, UNLINED (STANDARD DUTY), POLY-COTTON, BROWN WITH STRETCHABLE KNIT CUFF, PACKED 12 PAIR PER PACK. PRE-APPROVED BRANDS - MCR-MEM7100D, PIP 95-806, SEATTLE GLOVE J2109 MANUFACTURER: ____________________ BRAND & PRODUCT # ____________________ NUMBER OF PAIRS PER PACK: ____________________ PACKS PER MASTER CASE: ________________ GROSS WEIGHT PER CASE: (LBS. & OZS.) ____________________ TI x HI (cases per pallet layer/layers per pallet):_________________ APPROXIMATE ANNUAL USAGE: 23 Cases / 575 Packs	X-Small $ ________ Small $ ________ Medium $ ________ Large $ ________ X-Large $ ________ XX-Large $ ________ XXX-Large $ ________ XXXX-Large $ ________

2	GLOVE (WORK), JERSEY, FULLY LINED WITH 5-OZ. RED JERSEY MAT'L., POLY-COTTON, BROWN WITH STRETCHABLE KNIT CUFF, APPROX. 9 OZ. TOTAL WEIGHT, PACKED 12 PAIR PER PACK. PRE-APPROVED BRANDS - PIP 95-864, SEATTLE GLOVE J2114 MANUFACTURER: ______________________ BRAND & PRODUCT # ______________________ NUMBER OF PAIRS PER PACK: ______________________ PACKS PER MASTER CASE: __________________ GROSS WEIGHT PER CASE: (LBS. & OZS.) ______________________ TI x HI: ______________________ APPROXIMATE ANNUAL USAGE: 11 Cases /110 Packs	X-Small $ ______ Small $ ______ Medium $ ______ Large $ ______ X-Large $ ______ XX-Large $ ______ XXX-Large $ ______ XXXX-Large $ ______
3	GLOVE (WORK - DRIVER'S), COWHIDE LEATHER, UNLINED, KEYSTONE THUMB, LEATHER BINDING, SHIRRED ELASTIC WRIST, WELTED SEAMS, SIZE: XS-XLG. PACKED 12 PAIR PER PACK. PRE-APPROVED BRANDS - PIP 68-163, SOUTHERN GLOVE LDK MANUFACTURER: ______________________ BRAND & PRODUCT # ______________________ NUMBER OF PAIRS PER PACK: ______________________ PACKS PER MASTER CASE: __________________ GROSS WEIGHT PER CASE: (LBS. & OZS.) ______________________ TI x HI (cases per pallet layer/layers per pallet):__________________ APPROXIMATE ANNUAL USAGE: 68 Cases /680 Packs	X-Small $ ______ Small $ ______ Medium $ ______ Large $ ______ X-Large $ ______ XX-Large $ ______ XXX-Large $ ______ XXXX-Large $ ______
4	GLOVE (WORK - DRIVER'S), COWHIDE LEATHER, FLEECE LINED, KEYSTONE THUMB, LEATHER BINDING, SHIRRED ELASTIC WRIST, WELTED SEAMS, SIZE: XS-XLG. PACKED 12 PAIR PER PACK. PRE-APPROVED BRANDS - PIP 77-268, SEATTLE GLOVE 9-426R MANUFACTURER: ______________________ BRAND & PRODUCT # ______________________ NUMBER OF PAIRS PER PACK: ______________________ PACKS PER MASTER CASE: __________________ GROSS WEIGHT PER CASE: (LBS. & OZS.) ______________________ TI x HI: ______________________ APPROXIMATE ANNUAL USAGE: 100 Cases / 600 Packs	X-Small $ ______ Small $ ______ Medium $ ______ Large $ ______ X-Large $ ______ XX-Large $ ______ XXX-Large $ ______ XXXX-Large $ ______

5	GLOVE (WORK - MECHANIC'S STYLE), ANSI-A6 CUT LEVEL, ANSI LEVEL 4 PUNCTURE RESISTANCE, ANSI LEVEL 3, ABRASION RESISTANCE, SYNTHETIC LEATHER PALM, ABRASION & IMPACT RESISTANT, FASTEN STYLE CUFF (VELCRO ONLY) OR SLIP-ON CUFF, SIZE: XS-XLG. 12 PAIR PER PACK. PRE-APPROVED BRAND - GGS CIA186MF, GGS CIA4005, HEXARMOR 4070, HEXARMOR 4072, HEXARMOR HELIX 3014IMP, LIBERTY 0943, PIP 1CF7007NTPR, PIP 16-MPT630, PYRAMEX GL610C, PYRAMEX GL3012CB, RADIAN RWG152, RADIEN RWG723 MANUFACTURER: ____________________ BRAND & PRODUCT # ____________________ NUMBER OF PAIRS PER PACK: ____________________ PACKS PER MASTER CASE: ________________ GROSS WEIGHT PER CASE: ____________________ (LBS. & OZS.) TI x HI (cases per pallet layer/layers per pallet):__________________ APPROXIMATE ANNUAL USAGE: 120 Cases / 360 Packs	X-Small $ ________ Small $ ________ Medium $ ________ Large $ ________ X-Large $ ________ XX-Large $ ________ XXX-Large $ ________ XXXX-Large $ ________
6	GLOVE (WORK - IMPACT), HEAVY-DUTY, ANSI-A6 CUT LEVEL, REINFORCED FINGERTIPS, KNUCKLE PROTECTION, PADDED PALM, FASTEN STYLE CUFF (VELCRO ONLY) OR SLIP-ON CUFF, SIZE: XS-XLG. 10 PAIR PER BOX. PRE-APPROVED BRAND - CHARGER X F4970TPR, MECHANIX WEAR484, MEC-MPT 58-011 MANUFACTURER: ____________________ BRAND & PRODUCT # ____________________ NUMBER OF PAIRS PER PACK: ____________________ PACKS PER MASTER CASE: ________________ GROSS WEIGHT PER CASE: ____________________ (LBS. & OZS.) TI x HI: ____________________ APPROXIMATE ANNUAL USAGE: 15 Cases / 180 packs	X-Small $ ________ Small $ ________ Medium $ ________ Large $ ________ X-Large $ ________ XX-Large $ ________ XXX-Large $ ________ XXXX-Large $ ________

7	GLOVE (WORK - FOR WELDING), COWHIDE LEATHER, SHOULDER SPLIT, COTTON FOAM LINER AND KEVLAR STITCHING, SIZE: XS-XLG. 12 PAIR PER PACK. PRE-APPROVED BRAND - WEST CHESTER 9401, ELCO SFH180 MANUFACTURER: ______________________ BRAND & PRODUCT # ______________________ NUMBER OF PAIRS PER PACK: ______________________ PACKS PER MASTER CASE: ________________ GROSS WEIGHT PER CASE: (LBS. & OZS.) ______________________ TI x HI: ______________________ APPROXIMATE ANNUAL USAGE: 26 Cases / 156 packs	X-Small $ ________ Small $ ________ Medium $ ________ Large $ ________ X-Large $ ________ XX-Large $ ________ XXX-Large $ ________ XXXX-Large $ ________
8	GLOVE (WORK - FOR WELDING), MIG/TIG TYPE, GOAT SKIN, COWHIDE BACK, FLEECE LINED, REINFORCED THUMB, KEVLAR SEWN, 3-1/2" CUFF, SIZE: XS-XLG. 6 PAIR PER PACK. PRE-APPROVED BRAND - TILMAN 48 MIG/LVM MANUFACTURER: ______________________ BRAND & PRODUCT # ______________________ NUMBER OF PAIRS PER PACK: ______________________ PACKS PER MASTER CASE: ________________ GROSS WEIGHT PER CASE: (LBS. & OZS.) ______________________ TI x HI (cases per pallet layer/layers per pallet):________________ APPROXIMATE ANNUAL USAGE: 25 Cases / 150 packs	X-Small $ ________ Small $ ________ Medium $ ________ Large $ ________ X-Large $ ________ XX-Large $ ________ XXX-Large $ ________ XXXX-Large $ ________

9	GLOVE, MECHANIC'S (COLD WEATHER GLOVES), 100% WATERPROOF OR WATER RESISTANT, WITH A MINIMUM OF 60g INSULATED, LEATHER, SYNTHETIC LEATHER OR LATEX COATED WITH NON-SLIP PALM, FASTEN STYLE CUFF (VELCRO ONLY) OR SLIP-ON CUFF, SIZE: XS-XLG. 6 PAIR/PACKAGE (12 PACKS/MASTER CASE). PRE-APPROVED BRAND - GGS HR3222INT, GGS SG7200INT, HEXARMOR 4073W, LIBERTY F4922, PIP 120-MP2101W, PIP 2960 MANUFACTURER: ____________________ BRAND & PRODUCT # ____________________ NUMBER OF PAIRS PER PACK: ____________________ PACKS PER MASTER CASE: ________________ GROSS WEIGHT PER CASE: (LBS. & OZS.) ____________________ TI x HI: ____________________ APPROXIMATE ANNUAL USAGE: 20 Cases / 240 packs	X-Small Small Medium Large X-Large XX-Large XXX-Large XXXX-Large	\$ ________ \$ ________ \$ ________ \$ ________ \$ ________ \$ ________ \$ ________ \$ ________

MINIMUM ORDER QUANTITY: Minimum orders for shipment to the VIRGINIA DISTRIBUTION CENTER are ANY ASSORTMENT:

A. PALLETIZATION: Except as otherwise specified or approved, shipments shall be on 40" x 48" - 4 way hardwood pallets, completely stretch wrapped (clear wrap) to the pallet, and properly stacked for the commodity provided. Pallets must accommodate a standard jack and be stored correctly in the trailer upon delivery. All cases shall be fully enclosed and sealed. Pallet gross weight shall not exceed 2600 pounds and pallet height shall not exceed 56 inches. Shipments may be rejected if pallets are not properly rated and safe for the load, pallets are not tightly packed, cases are crushed and/or sagging off center, cases that overhang the pallet or with mixed product. No loose product will be accepted. Secure packaging and wrapping on the pallet are required. If requested by the supplier or supplier's carrier, pallets will be exchanged.

B. CASE MARKING: All cases are to be properly labeled as to contents, brand, size, pack and weight and shall be packaged in accordance with the "Fair Packaging and Label Act". Markings shall appear on at least one side and ONE END. Markings shall be completely legible. UPC bar coding on all cases is preferred. All cases shall be marked with a code date and contractor shall be responsible for knowing how to interpret code dates. Upon award, contractor shall provide the Contract Officer with code date interpretation. Where a reference to "shelf life" appears, bidder shall state the recommended storage, in months, if product is handled under normal conditions.

C. DELIVERY: Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder. Timely delivery is a material requirement of this solicitation, and the Agency expects the bidder to consistently meet its stated delivery time frame. If the bidder does not insert a stated delivery time in the blank below, the bidder will be deemed to offer delivery in accordance with the Agency's desired delivery time as stated below:

Agency's desired delivery time: 21 calendar days ARO

BIDDER'S STATED DELIVERY TIME: ________________ CALENDAR DAYS ARO

To be filled out by Bidder

Delivery appointment must be obtained before items are shipped. Deliveries shall be scheduled and will be received during normal business working hours 7:15am-12:00pm, 1:00-3:00pm, Monday through Friday, except Commonwealth of Virginia holidays and scheduled closings. **For appointments, please email DELIVER2VDC@DGS.VIRGINIA.GOV. Deliveries**

without an appointment are subject to refusal at the contractor's expense. Delivery appointments should be made at least 72 business hours prior to the delivery. No parking is allowed on or around the VDC facility which includes Ponderosa Drive and Riley Ridge Road**.**

EARLY DELIVERIES: Early deliveries will not be accepted without prior approval from the Virginia Distribution Center. If a vendor asks to ship early, the VDC may accept such a shipment up two weeks early depending on inventory. The designated contact person for approval of early delivery is the VDC Warehouse Manager at deliver2vdc@dgs.virginia.gov. Any exception to their decision must be approved by the VDC Manager. If approval is granted, the vendor shall not bill the Virginia Distribution Center prior to the contract delivery date, at which time the invoice shall be sent directly to the Virginia Distribution Center, rather than to the Fiscal Office of the Department of General Services. If the VDC requests a vendor to make an early delivery, the invoice shall be processed by the vendor directly to the Fiscal Office upon delivery of product.

LATE DELIVERIES: The delivery period as stated on the bid will also appear on the resulting purchase order and shall remain firm unless a change is authorized by the Virginia Distribution Center. If a delivery is late or non-conforming to specifications, the vendor will be considered to be in default for the item(s). If a vendor is late on the delivery of any item and is the low bidder for a subsequent delivery of the same item, the Commonwealth reserves the right to immediately terminate that portion of the late or nonconforming contract without notice to cure given and purchase from another source holding the defaulted contractor liable for any excess costs in accordance with Section 7.14 of the Vendor's Manual. If a vendor encounters a problem with the delivery date as stated on the purchase order, the vendor shall notify the Virginia Distribution Center, stating his/her earliest firm delivery date. If it is found to be in the best interest of the Commonwealth, an extension on the delivery date may be approved. If the new delivery date is not met, the vendor shall be placed in default.

Deliveries of non-refrigerated items combined with refrigerated or frozen items on refrigerated trailers is acceptable, provided that the trailer has an entry sealing door (bulkhead) to isolate items. Dry goods shipped on refrigerated trailers will be inspected upon delivery and are subject to refusal if packaging is found to be moisture laden, the integrity of the packaging and/or product is deemed to be compromised, and/or the product shows evidence of freezing.

D. **BID SAMPLES: Bidders shall only provide bid samples for evaluation upon request**. **Shipping boxes for samples shall be properly labeled on the outside of the box with the name of the bidder and the IFB #**. **Please do not send unsolicited samples.** Each bid sample shall be clearly marked with the manufacturer brand and part number, and the pricing schedule line item #. Failure to submit samples within five (5) business days or to comply with these instructions may be cause for rejection of your bid. If any bids are found by review of specification sheets or other information to not meet requirements samples will not be requested or evaluated. Sealed bids shall not be affixed to or placed in the sample packages or containers.

Bid samples shall be provided at no additional costs to the Commonwealth. Bid samples will be handled and disposed of in accordance with paragraph 5.6 of the VENDORS MANUAL. Furthermore, the Division reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform to the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no cost to the Commonwealth.

Bid samples shall be an exact and true representative sample of the actual material offered. Bidders guarantee that all items offered in their bid reply and all subsequent deliveries resulting from being awarded this contract shall conform to specifications and match the original bid samples. Substitutions shall not be accepted unless approved in accordance with Special Term and Condition C. "Product Availability". Delivery of items under this contract that are not in accordance with these provisions shall place the contractor in default.
Bid samples required **upon request.** One case of each item delivered to:

DIVISION OF PURCHASES & SUPPLY
VIRGINIA DISTRIBUTION CENTER
ATTN: JEFFREY JANISKO

2400 RILEY RIDGE ROAD
SANDSTON, VA 23150

E. **NAME OF MANUFACTURER AND INVENTORY LOCATION:** Each Bidder shall supply in the space below the name and address of the manufacturer of the item offered and the shipping point where product will be produced and shipped from.

Item Number(s): ______________________________
Manufacturer: ______________________________
Address: ______________________________
____
Shipping Point: ______________________________

F. **RETURN OF GOODS:** Products judged by the Commonwealth to be unacceptable may be rejected. All costs associated with rejection are the responsibility of the Contractor. Over-shipments will be accepted at the Commonwealth's discretion. The Contractor will be responsible for the disposition of all defective, damaged or rejected over-shipped products. Return authorization shall be provided by the Contractor within five (5) calendar days of verbal notification.

G. **PRODUCT INFORMATION: The bidder should enclose complete and detailed descriptive literature (Labels, specification sheets, safety data sheets, catalogs) with the bid** to enable the Commonwealth to determine if the product meets the requirements of this solicitation. Failure on the part of the bidder/offeror to submit such literature may be cause for declaring the bid as nonresponsive/eliminated from further consideration.

H. **PRODUCT SATISFACTION:** The Contractor should act as a customer advocate and coordinator for communication with the manufacturers and is responsible for performance and problem resolution. The Contractor's responsibility for support continues even if the Contractor discontinues selling a manufacturer's product to the extent that resolution is available from the manufacturer. The contractor must take the necessary actions with manufacturers to reduce, minimize and prevent stock-outs of products and to ensure that promised lead times are accurate. Customer satisfaction will be a determining factor in measuring the Contractor's performance. The Contractor will be expected to routinely monitor customer satisfaction and regularly report all feedback in a format acceptable to the Commonwealth.

IV. PRE-BID CONFERENCE

An optional Pre-Bid teleconference will be held at 11:00 am on September 9, 2026. Participation in this meeting is Optional and can be attended by clicking Meeting ID
Join: https://teams.microsoft.com/meet/265256921216279?p=X06vq4uUvpBez2pjEq
Meeting ID: 265 256 921 216 279
Passcode: y6fh7zV2

Dial in by phone
+1 434-230-0065,,431572475# United States, South Hill
Find a local number
Phone conference ID: 431 572 475#

V. GENERAL INFORMATION

A. **BID CLARIFICATIONS:** Questions regarding the solicitation must be submitted in writing to Kevin Davis via e-mail at kevin.davis@dgs.virginia.gov no later than 4:00 PM, EDT, September 10, 2026. Bidder should identify the email by noting the solicitation number "127121" in the subject line. Responses to clarifications may be posted in eVA's Virginia Business Opportunities (VBO). The identity of Bidders will not be published with the response

B. **BID DUE DATE AND OPENING:**
Sealed bids will be received until 2:00 PM, EDT, on September 28, 2026.
A public bid opening will be held at 2:05 PM, EDT, on September 28, 2026 via the following meeting link:

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/277101398401956?p=99QSJ13hgmCc80VgHZ
Meeting ID: 277 101 398 401 956
Passcode: EB2SS73j

Dial in by phone
+1 434-230-0065,,617596215# United States, South Hill
Phone conference ID: 617 596 215#

NO hand delivered bids will be accepted.
Bidders are required to submit electronic bid responses, see 1. Electronic Submission via eVA below.

IFB #125016 is an invitation for an electronic-sealed bid; therefore, bids submitted outside of the eVA, such as via e-mail, mail, or fax WILL NOT be accepted. Electronic sealed bids will be received until the closing date and time provided in the solicitation. Any bid received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked "late" and retained unopened in the procurement file.

Prior to the due date, Bidders should:

- Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.
- Check the "Reminders" section in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.
  Bidders are solely responsible for reviewing, complying, and returning a complete and responsive bid. Failure to submit any of the required information may result in the bid being declared non-responsive. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

INSTRUCTIONS FOR SUBMITTING AN ELECTRONIC BID

a. Visit: www.eva.virginia.gov;
b. Click "I Sell To Virginia";
c. Click "eVA Vendor Training"; and
d. Click "Respond to IFBs - RFPs and more".
Bidders requiring assistance in submitting an electronic response, should contact: eVA Customer Care at 866-289-7367 or email:eVACustomerCare@dgs.virginia.gov.

Electronic Bid Submission via eVA:
Electronic bid submission is the method to submit a bid. In order to submit an electronic bid, the Bidder must be registered in eVA. Bidders should:

a. Visit: www.eva.virginia.gov;
b. Click on BUSINESS OPPORTUNITIES/Virginia Business Opportunities (VBO)
c. Type "**125016**" into the Search box.
d. Click "View Opportunity" to select the subject solicitation.
e. Click the "Respond Online" version of the solicitation in the upper right corner
f. Follow the instructions online to submit your response.

NOTE: All Bidders must COMPLETE THE "SUBCONTRACTOR PLAN" SECTION OF THE ELECTRONIC SOLICITATION RESPONSE.

PRICING SUBMISSION REQUIREMENTS
In accordance with the Commonwealth of Virginia's APSPM and eVA requirements, bidders shall enter their **lowest offered unit price for each item directly in eVA**. The pricing entered in eVA will be considered the official pricing for evaluation and award purposes.
In addition, bidders shall complete and submit all applicable pricing schedules (**Attachments A–D**) with their bid response.

Attachments A–D shall include pricing for all items solicited and any additional information requested by the Agency.
In the event of a discrepancy between pricing entered in eVA and pricing listed on Attachments A–D, the Agency reserves the right to seek clarification from the bidder. Bidders are responsible for ensuring that pricing is accurate and consistent across all submitted documents. Failure to provide complete pricing information in both eVA and the applicable attachments may result in the bid being deemed non-responsive.

VI. SPECIAL TERMS AND CONDITIONS

A. **AWARD:** The Commonwealth will make the award on a **LOT** basis to the lowest responsive and responsible bidder. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. Evaluation will be based on net prices. 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 early prompt payment will not be considered in making awards. 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.

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

C. **BID PRICES**: Bid shall be in the form of a firm unit price for each item. “All or None” bids are permissible and can be for all items or a group of items. You may provide both prices; “All or None” and “Individual”. Use the bid comments area to list groupings and if desired the “Individual” price. Always enter the lower price as your primary bid. All items shall be quoted F.O.B. delivered – full freight allowed to the Virginia Distribution Center, Sandston, Virginia 23150.

D. **EXTRA CHARGES NOT ALLOWED**: The bid price shall be for complete installation ready for the Commonwealth’s use and shall include all applicable freight and installation charges; extra charges will not be allowed.

E. **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.

F. **PRODUCT AVAILABILITY/SUBSTITUTION:** Contractor must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by the Contract Administrator during the term of the agreement. Contractors must communicate manufacturer’s discontinuation of any products to the Procurement Officer in writing within five (5) business days. In such instances, Contractors shall work with the Procurement Officer to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. Contractors must be prepared to offer suggested replacement of discontinued products at least 30 days prior to substitution, including replacement part number, description, list price, applicable discount, and final price. Substitution of a product, brand, or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

G. **QUALITY OF PRODUCT SHIPPED:** All food and beverage products shipped to the Virginia Distribution Center shall be whole-some, commercially available, of institutional quality or better, recently produced and packaged, and at time of delivery is not more than 12 months old. Products with maximum shelf life from mfg date of 12 months or less shall have at time of delivery at least 90 days remaining shelf life and not be more than 60 days old. Net drain weights, label weights and/or fill weights shall meet the minimum required as stated on the purchase order; count range shall be shown on the purchase order. The Virginia Distribution Center reserves the right to accept for delivery products that differ in weight, count, or other minor variation from those specified, in which case the VDC expeditor will contact the vendor to make adjustment in price.

Any vendor who makes a delivery of canned goods guarantees them to be free from swells and latent defects for a period of six months after delivery to the Virginia Distribution Center. Should problems arise within this period due to swells or latent defects, the vendor shall replace unacceptable product at no additional cost to the Commonwealth. Also, any products received shall be replaced by the vendor at no additional cost to the Commonwealth should a problem arise as to foreign matter, latent defects or damage, insect or rodent infestation, leaking, spoilage or evidence of tampering within six months from date of delivery to the VDC.

Vendors are not restricted by any specification from bidding on a level of quality which exceeds the requirements stated on the quote request or Invitation for Bids. However, the purchasing office will award to the lowest, responsive and responsible bidder who can meet the specifications and any other requirements as stated.

H. **CERTIFICATION:** Bidders certify that all products offered in their bid response meet or exceed the requirements as stated in the solicitation, USDA IMPS, Virginia Department of Agriculture regulations, Federal Food, Drug and Cosmetic Act, Federal Wholesale Meat Act, USDA Grade Standards, Federal Specifications and Commercial Item Descriptions as specified. All Products awarded and delivered against this bid shall be subject to inspection for compliance to the applicable specifications.

I. **INSPECTION:** The Commonwealth reserves the right to inspect all products delivered and reject any product that fails to comply with solicitation requirements

J. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. The contract may be terminated by either party without penalty, **after the initial 6 months** of the contract period upon 30 days- notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver on all outstanding orders issued prior to the effective date of cancellation.

K. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.

L. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth that are available to other Government entities during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

M. **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.**

N. **ADDITIONAL ITEMS**: The Commonwealth reserves the right to add and/or delete items to this contract depending on the needs of the user agencies. Added item(s) shall be of like or similar nature, i.e. flavors, pack sizes, substitutions or in some cases an additional product of the same commodity class. The addition shall be with the mutual agreement of the contractor with pricing proportionally equal to that of similar items on the contract or better than that given to the contractor's best customer.

O. **<u>RENEWAL OF CONTRACT</u>:** This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) additional optional one (1) year periods, under the terms of the current contract prior to the expiration.

P. **<u>PRICE ESCALATION/DEESCALATION</u>:** Price adjustments may be permitted only for changes in the contractor's product cost "**as a percentage of active ingredients"** of the finished product not to exceed the increase in "not seasonally adjusted" from **the <u>Producers Price Index (PPI) below:</u>**

Series ID
WPU032601 (spun cotton yarns)
PCU316-316 (leather and allied product mfg)
WPU031 (synthetic fibers)

No price increases will be authorized for **180 Days** after effective date of the contract. Price escalation may be permitted only at the end of this period and each **180 Days** thereafter and only where verified to the satisfaction of the purchasing office. "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 <u>the beginning of the calendar month following the end of the full 30-day notification period</u>. **The contractor shall provide their supplier's original request for a price increase including at minimum the contact's name, phone number and mailing address. The contractor shall clearly identify which products are affected by the increase and list at minimum each product number, basic description, the across-the-board percentage increase or a line-by-line increase (dollar or percent) and the proposed effective date. (Or) If the contractor is the manufacturer/packer of the products under contract then all increases in cost shall be detailed in writing and include how the new prices were calculated. Market data and other supporting documents are recommended to be included.** Price increase requests that cannot be clearly documented as a pass through of increased costs will be denied. 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.

Q. **<u>CONTACT INFORMATION</u>:** Please provide name(s) and contact information for the person(s) responsible of your company who may be contacted regarding this contract. List of sales and service offices, addresses, telephone and facsimile numbers and email address:

Name of Contact Person(s) ______________________
Address ______________________
City, State, Zip ______________________
Telephone Number ______________________
Facsimile Number ______________________
Email ______________________

R. **<u>FEDERALLY IMPOSED TARIFFS: In the event that the President of the United States, the United States</u>** Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement. Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth: - evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change. - a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed. - a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase. - as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor. If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement: - During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractors books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors. - Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor. In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly. - Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayers of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

S. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form attached. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form attached) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

T. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING**:

1. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. 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 and businesses with DSBSD service-disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. 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.

2. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. 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. Prime Contractor Subcontractor Reporting:

a) Each prime contractor who wins an award greater than $100,000, shall deliver to the contracting agency or institution on a quarterly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

b) In addition, each prime contractor who wins an award greater than $200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish all **applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within** the contractor's eVA account.

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

V. 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.

VII. METHOD OF PAYMENT

Contractor(s) will be paid monthly within 30 days of receipt of a valid invoice for all goods received during the previous month. The Contractor shall submit their invoice to the following mailing address OR email address by the 10th day of the month following the month in which goods were received:

rr-dgs.apinvoices@dgs.virginia.gov

END

Attachment B
STATE CORPORATION COMMISSION FORM
This form must be returned with BID documents

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this form may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

Virginia State Corporation Commission ("SCC") registration information: The Bidder:

___ is a corporation or other business entity with the following SCC identification number: ____________

-OR

___ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR

___ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location)

-OR

___ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): o

Signature: ____ Date: ________________

Name: ____
Print

Title: ____

Name of Firm: ____

END

Attachment C
VENDOR DATA SHEET
This form must be returned with BID documents

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this sheet may result in bid being declared nonresponsive.

1. Qualification: The Bidder must have the capability and capacity in all respects to satisfy fully all the contractual requirements.

2. Bidder's Primary Contact:

   Name: ________________________________ Phone: ______________ Email: _____________________

3. Years in Business: Indicate the length of time Bidder has been in business providing this type of good:

   _________ Years ________ Months

4. eVA Vendor ID or DUNS Number: _________________________________

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Bidder is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.

   A. Company: ______________________________________ Contact: _____________________________________

   Phone: (_____)_______________________________ Email: ____

   Dates of Service: ____$ Value: _______________________

   B. Company: ______________________________________ Contact: _____________________________________

   Phone: (_____)_______________________________ Email: ____

   Dates of Service: ____$ Value: _______________________

   C. Company: ______________________________________ Contact: _____________________________________

   Phone: (_____)_______________________________ Email: ____

   Dates of Service: ____$ Value: _______________________

   D. Company: ______________________________________ Contact: _____________________________________

   Phone: (_____)_______________________________ Email: ____

   Dates of Service: ____$ Value: _______________________

I certify the accuracy of this information.

Signed: ___________________________________ Title: _______________________________ Date: _______

END

Attachment D
Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit the subcontractor plan by one of the following methods in order to be considered responsive:

- **A.** Complete the subcontractor plan as specified in the electronic response; or
- **B.** Download the "paper response" form, complete the subcontractor plan section, and submit as an attachment with the bid response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service-disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

END