



COMMONWEALTH OF VIRGINIA
GERMANNA COMMUNITY COLLEGE
2130 GERMANNA HIGHWAY
LOCUST GROVE, VIRGINIA 22508
INVITATION FOR BIDS (IFB)

IFB Number: IFB# 297-120109

Issue Date: January 13, 2012

Title: MANIKINS, COMPONENTS, AND ASSOCIATED ITEMS

Commodity Code: 47549, 78503

Issuing Agency: COMMONWEALTH OF VIRGINIA
Germanna Community College
Business Office, Room 105
2130 Germanna Highway
Locust Grove, Virginia 22508

Goods will be delivered to: Germanna Community College
2130 Germanna Highway
Locust Grove, VA 22508

Sealed Bids Will Be Received Until: January 26, 2012 no later than 2:00 pm. local prevailing time; for the goods/services described herein then opened publicly.

If bids are mailed, send directly to issuing agency shown above. If bids are hand-delivered, deliver to: Germanna Community College, Business Office, Rm 105, 2130 Germanna Highway, Locust Grove, VA 22508.

All inquiries for information should be directed to Lynn Lineberger, (540)423-9880, llineberger@germanna.edu or at the above address.

In compliance with this Invitation for Bids (IFB) and subject to all conditions imposed therein, the undersigned offers and agrees to furnish and deliver the items and services at the prices indicated in Section II.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature in ink)

\_\_\_\_\_ Zip Code: \_\_\_\_\_ Name: \_\_\_\_\_  
(Please Print)

eVA Vendor ID: \_\_\_\_\_

State Corporation Commission # \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_ Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_

Germanna Community College does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1 or against any contractor, 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.

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**I. PURPOSE**

The purpose of this Invitation for Bids (IFB) is to establish a contract with a qualified source to furnish, deliver, and install training manikins and accompanying select items for classroom use to the delivery location specified herein for Germanna Community College, an agency of the Commonwealth of Virginia, hereinafter referred to as the “Agency”. The procurement of the requested items will enhance the already existing clinical simulation portion of our Nursing program. This equipment shall provide up-to-date technology that will be utilized as teaching aids in the areas of Acute Care Nursing and Cardiology.

**II. STATEMENT OF NEED**

The agency is seeking to procure the following, to include all necessary installation, training, warranties and support to faculty, staff and students. The detailed need of training and support is critical to the successful use of these items in the agency’s Nursing and Health Program.

**III. PERTINENT CONSIDERATIONS**

This award will be made on a Grand Total basis for all items, inclusive of any delivery, install, and set up fees. Germanna will not incur any travel or per diem charges. The bidder shall detail in their response the lead time necessary for the delivery and installation from receipt of award, and qualifications of the proposed personnel that will participate in the training aspects. All warranties, manuals, guides, instructions, catalogs, and replacement parts lists with pricing shall be included with bid responses.

**IV. ITEMS / PRICING SCHEDULE**

<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>ITEM #1:</u>				
SMART-STAT-C #475 Smart-Stat Complete	2	EA	_____	_____

Item Note: Smart Stat Complete Includes:

- I/O Leg
- Amputated Arm (#468)**
- Amputated Leg
- Wireless Vital Signs Monitor
- Pocket PC

**SMART STAT’s features:**

- CNS head with cholinesterase inhibitor toxicity signs: light reactive eyes that can be set to three sizes and/or nonreactive conditions, tears, nasal mucus, foaming mouth, ETCO2 discharge, and prerecorded voice sounds (including vomiting)
- Lips and fingernails with cyanosis and CO flushing
- Pericardiocentesis
- Bilateral B/P and IV arms
- FAST 1™ I/O access in the manubrium
- External jugular catheterization
- 5-lead ECG monitoring & defibrillation
- Urinary catheterization with new interchangeable genitalia
- Abdominal sounds in four quadrants

- Fluids onboard, including IV blood and urine output
- Each pulse point can be shut down to emulate vascular difficulties or disease states
- Lower left leg battery — up to 3-1/2 hours of operation per charge
- Updated Manikin Data Editor (MDE), Windows® 7, and Vista compatible
- Optional: **(to be included in the Smart-Stat-C)** five line monitor, I/O lower leg, amputated lower leg with bleeding and response to correct tourniquet application. Additional sound libraries with more diagnostic selections of sounds, and additional battery legs for ease in transition of ongoing sessions and scenarios
- Wireless microphone for instructor dialog
- Additional Amputated Arm #468

One complete day of training is to be included for each manikin purchased. Manuals including replacement parts with pricing are to be supplied with each manikin.

**Mfr: Simulaids**  
**Model # 475 to include #468**

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ITEM #2:

WARRANTY - Extended 2 Year	2	YR	_____	_____
Warranty for Smart-Stat-C				
Total warranty period of three (3) years				

**Mfr: Simulaids**  
**Model #405W**

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ITEM #3:

SMART-456 SMART-STAT Nursing Scenario Package	2	EA	_____	_____
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Nursing Scenario Package for SMART STAT  
 This scenario is in hospital, clinic, or home settings:

- COPD patient with pneumonia
- CHF patient
- Hypovolemic shock
- Hypertension
- Asthmatic patient
- Diabetic patient
- Allergic reaction
- Chest pain (acute myocardial infarction)
- Ventricular fibrillation
- Stroke patient

To include all necessary training that will ensure the correct use of this package as part of Consultation Services under Item #9.

**Mfr: Simulaids**  
**Model #456**

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**ITEM #4:**

KIT650 Nursing Skills Kit / Moulage 2 EA \_\_\_\_\_

This moulage kit from Simulaids offers a highly detailed variety of disease, pressure and surgically induced wounds to assist practitioners in understanding the treatment of their patients. Whether the practitioners' education includes clinical nurse training, certified nursing assistant training, surgical technician, or pre-hospital disciplines, it is beneficial to visualize the problems that arise in caring for these wounds. The kit comes with a spray container of both stinky sweat and vomit to assist in presentation. Comes packaged in a sturdy carrying case for eased of storage and transport.

Item #	Description
651	Child Colostomy
652	Adult Stoma
653	2nd Degree Burn
654	Large Road Rash
655	6" Skin Graft
656	Ankle Edema – 2 each
657	Surgical Site Infection Level 1
658	Surgical Site Infection Level 2
659	Surgical Site Infection Level 3
660	4th Stage Bed Sore 70mm
661	20mm Diabetic Ulcer
662	Stage 1 Ulcer
663	Barf Spray
664	Stinky Sweat Spray

Moulages include one each of the following that can be ordered separately. Decision as to the selected items will be detailed at time of award.

**Makeup Accessories:**

- 3 each Spirit gum with applicator
- 1 each Coagulant Blood 4 oz.
- 12 each adhesive removal wipes

To include all necessary training that will ensure the correct use of this package as part of Consultation Services under Item #9.

**Mfr: Simulaids**  
**Model #650**

ITEM #5:

718-8800 SAM II Student Auscultation Manikin 2 EA \_\_\_\_\_

SAM II, the Student Auscultation Manikin, is an interactive manikin for teaching students the art of auscultation. It consists of a half-body male manikin, Laptop computer, the E-Scope Electronic Stethoscope and a stethophone for a second listener.

SAM has four listening sites for heart sounds, eight listening sites for breath sounds, two listening sites for bowel sounds, one site for bruit sounds and one carotid pulse. There are 16 Heart/Lung combinations, 27 heart sounds, 21 breath sounds and 20 bowel sounds.. Additional sounds may be added from time to time.

The heart sound sites are the aortic, tricuspid, pulmonic and mitral areas on the chest and breath sound sites are anterior (left upper and lower; right upper and lower) and posterior (left upper and lower; right upper and lower). The bowel sound sites are the upper right and left quadrants. The bruit site is located in the left side neck.

Sounds may be heard with (1) a normal stethoscope, (2) the E-Scope Electronic Stethoscope (supplied), (3) the SimulScope Bedside Auscultation System for group listening, (3) the Classroom Infrared Emitter for group listening, (4) the CardioSim VII Digital Heart Sound Teaching System for group listening and display (5) the Cardionics Auditorium Infrared Sound System, (6) Cardionics Auditorium Infrared Sound System for large group listening or (7) a low frequency speaker.

When listening to breath sounds, there are eight locations -right and left upper anterior chest, right and left lower anterior chest, right and left upper posterior and right and left lower posterior lobes.

**Mfr: Cardionics**  
**Model #718-8800**

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ITEM #6:

718-7003 SimulScope Bedside Auscultation System 2 EA \_\_\_\_\_

Item Note: 6 Heartman Infrared Headphones are included with each SimulScope Bedside Auscultation System

The SimulScope is an instrument for teaching auscultation at the bedside or in the classroom. It is wireless so that students are not tied to the instructor when in the patient's room.

The SimulScope system consists of small, portable, battery-operated (or line-operated) infrared transmitter with low frequency stethoscope that is taken to the bedside. Each student and the instructor wear a HeartMan Infrared Headphone. Everyone hears the same patient simultaneously. The instructor knows exactly what the student is hearing. The SimulScope has a series of discrete filters that allow the accentuation or attenuation of eight different frequency bands. This permits the instructor to accentuate a grade 1 murmur, a faint AI blow or any other sound. He/she can attenuate or accentuate other sounds or murmurs for purposes of teaching. Sounds can be recorded at the bedside and played back through the SimulScope in the classroom, if desired.

The advantage to the physician is that he can teach multiple students from the same patient simultaneously and effectively. Because of the design of the system, the instructor knows exactly what each student is hearing. It is much easier on the patient as is only one stethoscope placed on him or her. These patients are often very ill

and the least interruption for them is best. Because the instructor can teach all students simultaneously, a great deal of time is saved while on rounds.

**Mfr: Cardionics**  
**Model #718-7003**

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ITEM #7:

718-7040 HeartMan Infrared Headphones 12 EA \_\_\_\_\_  
(NOTE: Total of 24 headphones to be received including 12 from 718-7003)

**Major Features:**

- Outstanding Sound Quality
- Variable volume control
- New Easy-Spring Ear Pieces
- No battery charging. Uses off-the-shelf 9V battery.
- Low battery indicator
- Lies flat for easy storage
- Replace battery every two years
- Individual Volume Control
- Automatic Shut Off when in Horizontal Position
- Low battery indicator
- Lies flat for storage
- New carry case with easy to handle trays for large quantities of HeartMan Headphones
- Use with SimulScope Bedside Auscultation System
- Use with Live Patients
- Use with Classroom Infrared Emitter
- Use with Auditorium Infrared Sound System
- Use with SAM, the Student Auscultation Manikin
- Mobile carrying & storage case available with wheels and pull-out handle

The HeartMan Infrared Headphone is intended to be used for listening to heart, breath, bowel or Korotkoff sounds from a sound source such as a simulator or live patient. When used with a simulator, such as the CardioSim Digital Heart Sound Simulator, the sounds must be broadcast through an infrared emitter such as the Auditorium Infrared Sound System or Classroom Infrared Emitter.

When used with live patients, it must be used in conjunction with an auscultation device such as the SimulScope Bedside Auscultation System.

The HeartMan Headphone operates on an infrared subcarrier frequency and therefore, does not interfere with radio transmissions.

This headphone is intended for teaching use, but has also been used extensively in telemedicine. The HeartMan is wireless and battery-operated (9V.). It has a variable volume control to adjust to the listeners hearing level. It is powered by an off-the-shelf 9V battery that will operate it for about 150 hours (or approximately two years with normal teaching use). To conserve battery life, the HeartMan Headphone will

shut off automatically when removed and placed in a horizontal position. The ear pieces are standard stethoscope binaurals for a snug fit.

**Mfr: Cardionics**  
**Model #718-7040**

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ITEM #8:

717-9000 SAM Online Site License for Sam Users 1 EA \_\_\_\_\_

One online site license for use while students are on campus (multiple locations). Students will be offered the availability to purchase an off-site license for use at home at a cost of \$20 per student, to be paid by the student directly.

**Mfr: Cardionics**  
**Model #717-9000**

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ITEM #9:

Consultant Service Package; per day 3 DY \_\_\_\_\_

Note: A minimum of three days is required.

Training and instruction services to integrate all components for classroom efficiency. Training of faculty or staff and comprehensive consultant services. Pricing per day. Germanna will not incur any travel or per diem charges.

**GRAND TOTAL \$ \_\_\_\_\_**

**V. PRE-BID CONFERENCE**

There will be no pre-bid conference for this solicitation.

**VI. 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 vendors tab.
- 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 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:** By submitting their bids, bidders 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 items 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 item 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:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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 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 submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **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 AND TERMS AND CONDITIONS FOR IFBs:**

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:** 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. **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. 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.

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.

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

K. **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 OF BIDDER:** 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 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**: 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**: 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 scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - 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 disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **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:** 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:** 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 equivalent 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 equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders 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:** 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 this 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.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and

completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

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 the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

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.

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, 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 BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website 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 eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

1. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: 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.

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

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice 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 shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in US dollars.

BB. **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.

**VII. SPECIAL TERMS & CONDITIONS:**

- A. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S):** An award will be made on a Grand Total basis to the lowest responsive and responsible bidder however; the award may be made to a reasonably priced DMBE-certified small business bidder that is other than the lowest priced bidder. 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. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- B. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- C. **DEFINITION - EQUIPMENT:** As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.
- D. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- E. **NEW EQUIPMENT:** Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.
- F. **OPERATIONAL COMPONENTS:** Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
- G. **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 to be considered nonresponsive.

- H. **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.
- I. **PREVENTIVE MAINTENANCE**: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- J. **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.
- K. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror 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 or offeror 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 or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. 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 provided) 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 or offeror 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.
- L. **CONTRACTOR DATA SHEET**: The bidder shall complete the Vendor Data Sheet (Attachment A), being sure to include 4 (four) recent references for whom the bidder has done a similar job of comparable cost/size.
- M. **IDENTIFICATION OF BID ENVELOPE**: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

_____ Name of Bidder	_____ Due Date/Time
_____ Street or Box Number	_____ IFB No.
_____ City, State, Zip Code	_____ IFB Title
_____ Name of Contract Officer	

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- N. **LATE BIDS:** To be considered for selection, bids must be received by the designated date and hour. The official time used in the receipt of bids is that time on the automatic date stamp machine in the agency's Business Office. Bids received after the date and hour designated are automatically disqualified and will not be considered. **The Agency is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the intercampus mail system. It is the sole responsibility of the bidder to ensure that its bid reaches the agency by the designated date and hour.** Bid receipt and openings or the receipt of bids scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

#### **VIII. METHOD OF PAYMENT**

- A. Contractor will be paid thirty (30) days after receipt of invoice for actual services performed or goods received.
- B. All copies of invoices must include the contract and purchase order numbers, and shall be forwarded directly to:

Germanna Community College  
Procurement Office, Rm 900  
2130 Germanna Highway  
Locust Grove, VA 22508

**ATTACHMENT A**

**VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months
4. Vendor Information:  
eVA Vendor ID or DUNS Number: \_\_\_\_\_

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

1. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Services: \_\_\_\_\_ \$ Value: \_\_\_\_\_
2. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Services: \_\_\_\_\_ \$ Value: \_\_\_\_\_
3. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Services: \_\_\_\_\_ \$ Value: \_\_\_\_\_

4. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Services: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**

**SUBCONTRACTOR APPROVAL REQUEST**

No portion of the work (including equipment) shall be subcontracted to another firm or individual **without prior written consent** of Germanna Community College (herein referred to as GCC). In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish GCC with the names, qualifications, and experience of their proposed subcontractors for agency approval. The primary contractor shall, however, remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the contract. **No subcontractor will be allowed to start work until GCC has received a copy of the subcontractor's Certificate of Insurance with the appropriate liability coverage. Certificate of Insurance should be sent to Germanna Community College, 2130 Germanna Highway, Room 900, Locust Grove, VA 22508.**

List proposed subcontractor(s), including name, address, contact person, and type of work to be performed under this contract below.

<b>FIRM OR INDIVIDUAL'S NAME &amp; ADDRESS</b>	<b>CONTACT PERSON AND PHONE NUMBER</b>	<b>TYPE OF WORK TO BE PERFORMED</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**TYPE OF EQUIPMENT PROPOSED SUBCONTRACTOR WILL PROVIDE**

\_\_\_\_\_  
\_\_\_\_\_

**QUALIFICATIONS / EXPERIENCE LEVEL OF PROPOSED SUBCONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate which above proposed subcontractors are certified (with DMBE) as Small, Women Owned or Minority Businesses.

Company Name: \_\_\_\_\_

Certification Number: \_\_\_\_\_

**FOR GCC USE ONLY:**

The proposed subcontractor(s) listed above is/are approved and accepted under the terms and conditions of the contract requirements herein.

\_\_\_\_\_  
Signature of Authorized GCC Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

**ATTACHMENT C**

**Small Business Subcontracting Plan**

**Definitions**

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmb.e.virginia.gov](http://www.dmb.e.virginia.gov) (Customer Service).**

**Bidder Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

**Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

- \_\_\_\_\_ Small Business
- \_\_\_\_\_ Small and Women-owned Business
- \_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
<b>Totals \$</b>					

**ATTACHMENT D**

**State Corporation Commission Form**  
**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):