

# QUICK QUOTE (QQ)

Issue Date: June 17, 2026

QQ-122467

Title: Janitorial services at DWR Region 3 office

Commodity Code: 91039 Janitorial/Custodial Services

Issuing Agency:

Virginia Department of Wildlife Resources

7870 Villa Park Drive

Suite 400

Henrico, Virginia 23228

Using Agency And/Or Location

Where Work Will Be Performed:

1796 Highway Sixteen

Marion, VA 24354

Period Of Contract: From Date of Award Through July 31, 2027 (Renewable).

Unsealed Bids Will Be Received Until July 2, 2026 at 11:00 AM For Furnishing The Goods/Services Described Herein.

All Inquiries For Information Should Be Directed To: Aaron Stevenson E-mail: [aaron.stevenson@dwr.virginia.gov](mailto:aaron.stevenson@dwr.virginia.gov)

In compliance with this Quick Quote (QQ) and all conditions imposed in this QQ, the undersigned firm hereby offers and agrees to furnish all goods and services required by this QQ at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name And Address Of Firm:

DSBSD-certified Small Business No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Zip Code: \_\_\_\_\_

eVA Vendor ID or DUNS #: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature In Ink)

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

(Please Print)

Title: \_\_\_\_\_

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

PREBID CONFERENCE: An optional prebid conference will be held on June 29, 2026 at 11:00 AM at the Region 3 office, 1796 Highway Sixteen Marion, VA 24354. (Reference: Paragraph 41B herein). If special ADA accommodations are needed, please contact Aaron Stevenson at [aaron.stevenson@dwr.virginia.gov](mailto:aaron.stevenson@dwr.virginia.gov) by June 24, 2026.

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.**

## TABLE OF CONTENTS FOR QQ-122467

Statement of Need.....	3
General Terms and Conditions.....	15
Special Terms and Conditions.....	28
Method of Payment.....	32
Pricing Schedule .....	34

## **STATEMENT OF NEED**

Contractor shall furnish all labor, supervision, equipment, tools, and materials, as necessary, to provide janitorial services in designated areas at the Virginia Department of Wildlife Resources Region 3 office building in Marion, Virginia. Contractor shall furnish all necessary cleaning solutions. DWR will provide trash bags, soap, hand towels, and toilet paper.

The building is approximately 5,000 square feet. Common areas in the main office building shall be cleaned weekly. Common areas include the entrance foyer, conference room, kitchen area, bathrooms (one men's room and one women's room,) hallways, office spaces, and any other unlocked rooms as designated. Private offices and other spaces that are locked shall not be cleaned routinely. The garage also shall not be cleaned

Contractor shall visit the service location once each week to perform cleaning. Cleaning shall be completed after 5:30 pm or on weekend days when necessary.

Awarded Contractor shall provide all required background checks at its own expense.

## **WEEKLY SERVICES**

Contractor shall perform the following services each week:

1. Waste cans shall be emptied and liners replaced where applicable, and trash shall be removed from office weekly and disposed of properly.
2. Furniture in the lobby and conference room shall be dusted and cleaned weekly. Windowsills, baseboard, counters, and cabinets shall be dusted weekly and cleaned as needed.
3. All carpet shall be vacuumed weekly and spot cleaned as needed. Offices with unlocked doors shall be cleaned and vacuumed weekly.
4. Restroom fixtures and water fountain shall be cleaned weekly.
5. Kitchen counters, sink and tables shall be cleaned weekly.
6. Tile floors shall be cleaned weekly. Floors shall be buffed as needed to maintain

high gloss.

7. Glass in the front entry area, the main customer window, and the windows in the modular furniture in the administrative area shall be cleaned weekly.

## **ANNUAL SERVICES**

Contractor shall perform the following services once annually.

1. All tile floors shall be stripped and waxed once per year.
2. All office windows shall be cleaned on the inside and outside once per year.

Bidders must bid an amount for the weekly services that are specified in the Statement of Need, and an amount for the annual services that are specified in the Statement of Need. The annual services are distinct from the weekly services and do not simply comprise 52 weekly visits.

## **CLEANLINESS ACCEPTANCE**

Unless otherwise specified in writing from the Contract Administrator, Contractor will provide a level of cleaning that is minimally equivalent to the publicly available professional standards established by the International Facility Management Association (IFMA)\* for “Ordinary Tidiness,” modified for a once-a-week performance of service as well as having neither serious nor repeated criticisms.

For purposes of this agreement, the IFMA Cleaning Service Level standards modified for once-a-week service are designated as follows:

1. Orderly Spotlessness (Level 1) – Floor and base moldings are clean and shine. No dirt build-up in corners or along walls. All vertical and horizontal surfaces have a freshly cleaned appearance, no accumulation of dust, dirt, marks, streaks, smudges or fingerprints. Washrooms are odor-free and tile gleams; supplies are adequate. Trash containers hold only daily waste and are clean and odor-free.
2. Ordinary Tidiness (Level 2) – Floor and base moldings are clean and shine. No dirt build-up in corners or along walls, but there may be up to 7 calendar days’ worth of dust, dirt, stains or streaks. All vertical and horizontal surfaces are clean, but marks,

dust, smudges, and fingerprints are noticeable upon close observation. Washrooms are odor-free and tile gleams; supplies are adequate. Trash containers hold only 7 calendar days of waste and are clean and odor-free.

3. Casual Inattention (Level 3) – Floors are swept or vacuumed clean but upon close observation reveal stains. A build-up of dirt and/or floor finish in corners and along walls can be seen. There are dull spots and/or matted carpet in halls and corridors. Base molding is dull and dingy with streaks or splashes. All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks. Trash containers hold only daily waste and are clean and odor-free.

4. Moderate Dinginess (Level 4) – Floors are swept or vacuumed clean, but are dull, dingy and stained. There is a noticeable build-up of dirt and/or floor finish in corners and along walls. There is a dull path and/or obviously matted carpet in halls and corridors. Base molding is dull and dingy with streaks and splashes. All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints and marks. Trash containers smell sour.

5. Unkempt Neglect (Level 5) – Floors and carpets are dull, dirty, dingy, scuffed, and/or matted. There is conspicuous build-up of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints. Trash containers overflow, are stained, and smell sour.

All services are to be performed in an efficient, effective, and skillful manner and at all times meet the highest standards for the type services being performed.

**A. Special Cleaning Requirements:** Upon written notification by a Contract Administrator to clean an area for a special occasion, or as necessary due to an emergency or other mishap, Contractor will furnish all necessary labor and materials required to fulfill the order. Services in such cases are to be handled under a work estimate document stipulating the personnel, time, and materials needed, with a NOT-TO-EXCEED (NTE) provision, and then tracked by the Contract Administrator as

time and material (T&M) eVA Order, under this Agreement.

**B. Quality Control (QC) Program:** Any successful contractor will develop, implement, and maintain a QC program in co-ordination with the Contract Administrator. The QC program will address frequency of tasks to assure a quality work environment for the building occupants, types of cleaning chemicals used, maintenance of hard finishes on walls and floors, maintaining of quality staff and supervisors, etc.

- a. Monthly Meeting (A management representative of the Contractor shall be available monthly (by phone or in person (method at discretion of the Contract Administrator) to review the requirements of the contract and/or quality control issues.
- b. The Contractor is responsible for quality control and evaluation of the property in a self-policing manner. The Contractor shall inspect the property entirely not less than once a month to ensure quality workmanship and compliance with the contract. This procedure will provide both the Contractor(s) and the DWR Contract Administrator the opportunity to note discrepancies and complaints, plan for correction of deficiencies in the work, and establish a mutually beneficial working relationship.
- c. Using an inspection report of the Contractor's design, the Contractor's detailed, written, monthly inspection report shall include at a minimum the tasks to be performed and include a comment area for each task, date and time of inspection, and signature of the inspector. The monthly inspection report shall be given to the Contract Administrator on the date of inspection.
- d. The Contractor shall implement corrective action to prevent recurrence of any discrepancies. Action taken shall be noted in writing, conveyed to the Contract Administrator upon correction of the discrepancy, and included in the written facility inspection report.
- e. The Contractor shall take corrective action within two business days on any

discrepancies noted and reported to the Contractor by the Contract Administrator. Such corrective action shall be at no additional cost to the State. Contract discrepancies impacting safety shall be corrected by the Contractor within one (1) hour of notification by the Contract Administrator or their designee.

- f. Phone Calls: The Contractor shall return any safety related call within one (1) hour notification from the Contract Administrator or their designee and non-safety related calls within one (1) business day.

**C. Security Access:** Contractor personnel will be granted such access to the DWR location as necessary or appropriate for Contractor to perform its obligations under the Agreement, subject to all security issues. Contractor staff, or any sub-contractor staff performing Services for the Contractor may at any time be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

**D. Building Security:** The Contractor will assure that each and every one of its owners, officers, employees and agents who will be in the State leased space after the building's normal business hours (hereafter referred to as "personnel") comply with the security requirements set forth in the Contract. The Contractor will assure compliance with these requirements before any employee is permitted within the building after business hours. The purpose of these security requirements is to prevent the commission of crimes within the buildings.

- a. Contractor will be responsible for all keys/ access control badges issued to them. The Contractor shall sign for and will return same to the DWR upon

request. The Contractor shall be responsible for replacing lost keys/access badges and or rekeying/reprogramming locks, if necessary, at no additional expense to the DWR.

- b. Contractor's personnel shall not admit anyone into areas controlled by a key/access badge in their possession. Such admission requests will be referred to the Contract Administrator.
- c. All windows and doors will be closed and locked upon completion of the cleaning operation in the area. **Be sure that the doors close completely and door locks before leaving.**

#### **E. Staffing Requirements:**

- a. Contractor will furnish the Contract Administrator with a list of names of employees who will perform services at the State Lease Space. This list will be updated monthly, and the revised copy forwarded to the Contract Administrator by the 5th of each month.
- b. Any persons who have been employed by a Commonwealth of Virginia agency in past 10 years in a full or part -time status shall be listed as such to the Contract Administrator and not begin work on the site until permission has been granted by the Contract Administrator.
- c. Contractor's employees shall be capable of communicating and comprehending the English language (both verbally and in writing) to Full Professional Proficiency (as defined by Interagency Language Roundtable "ILR" Level 4 standards), and as demonstrated by the ability to use English fluently and accurately at all levels pertinent to professional and Contract needs, with the ability to be completely, fully, and easily understood by the Commonwealth's staff.
- d. Contractor will provide initial training and instruction, and annually thereafter, or upon request of the Commonwealth, for all supervisory and



custodial personnel providing services under this agreement, to ensure essential requirements of the agreement, and all appropriate standards that are integral to the delivery of all services herein, are known and maintained at all times by all Contractor or subcontractor staff.

- e. Contractor shall provide a copy of the contract and associated quality performance requirements to all supervisors/lead persons involved in the performance of this contract. Contractor's personnel shall familiarize themselves with the Contract and the quality performance standards expected for services provided under this Agreement.

**Primary and Secondary Contacts:** The Contractor shall provide in writing, the names of a primary and secondary contact to include telephone numbers, cell phone numbers, emergency phone numbers, and email addresses. These contacts will be the Contractor's individuals authorized to handle complaint calls and inquiries about other problems as they may occur. These contact personnel shall be capable of authorizing immediate action when warranted. The names and information for the primary and/or secondary contacts may be changed at any time with prior written notification to the DWR Contracting Officer.

- F. Conduct of Contractor's Personnel:** Contractor is responsible for taking all necessary or appropriate steps to manage or control employee behavior or conduct. Contractor is also responsible for assuring that its employees do not disturb papers on desks, open desk drawers, cabinets or elsewhere. Contractor's employees shall exhibit the highest standards of professional behavior and conduct at all times and shall demonstrate only the highest standard of professional courtesy, consideration, and customer service.

- a. **Rules and Regulations:** Contractor is responsible for assuring the following Rules and Regulations apply to their employees, and to those of any subcontractor assigned to perform Services under this Agreement. These include,

but are not limited to:

1. Contractor's personnel appearing to be under the influence of alcohol or drugs shall not be permitted in the building.
2. Boisterous and/or rude behavior is prohibited.
3. Destructive and/or criminal activity is prohibited.
4. Contractor staff shall not use coffee makers, kitchenette areas, office supplies, office machines, telephones, computers, copiers, etc. This activity is cause for immediate removal from any services provided under this Agreement.
5. Parking in reserved, disabled and visitor designated parking is prohibited.
6. Contractor staff shall wear Contractor-issued uniforms at all times during the performance of Services, and while working on any premises covered under this Agreement. Uniforms are at all times to be properly maintained, and kept clean and in a presentable condition (no rips, tears, stains, etc.)
7. There shall be no loitering of Contractor staff in the building or elsewhere on the property before or after assigned shifts.
8. Contractor staff shall work in their designated or assigned areas only. Individuals found in unauthorized areas are subject to immediate removal from delivering any Services under this Contract.
9. Smoking is prohibited inside of any state owned or leased building and within 25 feet of any state-owned or leased building entrance.
10. Consumption of food is prohibited.
11. Use of profanity is prohibited.
12. Radios and other forms of entertainment are not allowed on the property.
13. Contractor staff shall turn off all lights upon exiting an area where Services have been completed and securing all doors as needed.

14. Contractor staff shall report all damage and breakage immediately upon the occurrence.
  15. The Contractor's Manager or the Contractor's personnel shall not be allowed to collect or remove from the property any discarded material for the purpose of selling for personal gain.
  16. Lost and found articles shall be immediately placed in a chair in the Division 3 Chief's office with a note explaining the circumstances and location of discovery.
  17. All unauthorized or suspicious persons shall be immediately reported to the local law-enforcement agency.
- b. **Removal of Contractor's Personnel:** The Commonwealth reserves the right to request the removal of any Contractor staff from any building at any time and for any cause deemed necessary or appropriate, as determined at its sole discretion. Should a Contract Administrator observe any conduct by Contractor personnel that in the Commonwealth's sole opinion requires immediate corrective action, they will report this immediately to the Contractor's Job Site Supervisor, who shall be required to take immediate corrective measures.

Should Contractor's Job Site Supervisor not take immediate corrective measures, for any reason, the Commonwealth through its Contract Administrator or any other duly authorized agent of the Commonwealth with management or supervisory responsibility for these Services, may immediately request the removal of the Contractor's personnel from the property where Services are to be provided.

In rare instances, and only as needed, it may be expected by all Parties that law enforcement authority may be required to be notified, or otherwise called upon.

In such events, the Parties agree to mutually cooperate and comply with all requirements that might arise under such a situation, in order to minimize disruption of Services, protect the safety and health of all concerned, and resolve

any issues that might arise from such a circumstance, if any.

Following removal of Contractor's personnel, if any, the Contract Administrator will provide a written report of all aspects of the incident within twenty-four (24) hours of the occurrence. At no time will the Contract Administrator assume the role of the Job Site Supervisor of the Contractor's personnel.

In any such event, Contractor will provide replacement personnel who are mutually acceptable. Contractor will make such replacement within twenty-four (24) hours of notification. Should replacement personnel appear unqualified or otherwise unacceptable, in the Commonwealth's sole judgment, then it reserves the right to reject such personnel and request Contractor to provide other acceptable replacement personnel.

#### **G. State Recognized Holidays:**

Services will not be required on State recognized holidays, as follows:

<b>Holiday Date</b>	<b>Observed</b>
New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
George Washington Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day and Yorktown Victory Day	2nd Monday in October
Election Day	Tuesday following 1st Monday in November
Veteran's Day	November 11
Thanksgiving	4th Thursday in November, and the following Friday

Christmas	December 25
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If any of these holidays fall on a Saturday or Sunday, the locations will be closed on the Friday before or the Monday after, respectively.

The official link to State-recognized Holidays is located here:

<http://www.dhrm.virginia.gov/payandholidaycalendar>

**H. Building Closings:** Whenever State Agency offices are closed, due to, but not limited to, emergencies, inclement weather, etc., the Marion office shall not be serviced by this contract for the duration of the closing period, unless otherwise notified by the DWR Contract Administrator. The visit will be rescheduled to occur the next available business day with approval of the DWR Contract Administrator.

The Contractor will verify inclement weather and building closings at [www.dhrm.virginia.gov](http://www.dhrm.virginia.gov) or by listening to local radio and television reports, and with the Contract Administrator in the area where Services are to be performed under this Agreement, or any Order issued therefrom.

**I. Contractor Furnished Equipment and Supplies:**

- a. **Equipment:** All contractor owned equipment shall be maintained in good operating condition and in sufficient quantities to perform all Services adequately. Equipment shall meet or exceed all requirements as set forth by the U.S. Environmental Protection Agency (EPA) and U.S. Department of Labor's Occupational Safety and Health Administration (OSHA). Equipment must be OSHA-certified, with certifications to be presented to Contractor Administrator upon request. Contractor will not use any equipment that is injurious or damaging to the surface to which they are applied or exposed. Contractor's personnel shall be trained in the use of all equipment necessary to perform Services under this Agreement. Contractor shall be responsible for repairing any work-site damages caused by misuse of equipment, which shall be repaired to the satisfaction of the DWR Contract Administrator.

Contractor should have available commercial wet/dry vacuum cleaners and carpet extractors in sufficient quantities and quality available for immediate use when necessary.

## GENERAL TERMS AND CONDITIONS

### GOODS AND NONPROFESSIONAL SERVICES

- 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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 [eva.virginia.gov](http://eva.virginia.gov) under "I Sell To Virginia".
- 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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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 sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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, sexual orientation, gender identity, national origin, age, disability, veteran status, status as military family, 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 the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.



D. **ETHICS IN PUBLIC CONTRACTING:** 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:** Applicable for all contracts over \$10,000:

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

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

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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 AND RFPs:**

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:**

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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. 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).

To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) 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.

Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

- 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 BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the

right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's 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:

The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of

units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the 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 may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for 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 54-730076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidder 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 these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

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.

Employer's Liability - \$100,000.

Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The

Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.

Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	<i>Code of Virginia § 8.01-581.15</i> <a href="https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/">https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/</a>
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate

Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

U. **ANNOUNCEMENT OF AWARD:** 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 in eVA ([eva.virginia.gov](http://eva.virginia.gov)) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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, sexual orientation, gender identity, 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, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, web site portal [eva.virginia.gov](http://eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

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

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

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:**

This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids.

AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid 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.

CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if

the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

DD. **CONTRACT EXTENSIONS:** In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.

EE. **FORCED OR INDENTURED CHILD LABOR:** Applicable in all solicitations and contracts over \$10,000:

During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, *“forced or indentured child labor”* means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

## **SPECIAL TERMS AND CONDITIONS**

**1. 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.

**2L. AWARD:** The Commonwealth will make the award(s) on a grand total basis to the lowest responsive and responsible bidder that is a DSBSD-certified micro business if such a bid is received, provided that the bid is up to and including \$10,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. Otherwise, award of the contract shall be made to the lowest responsive and responsible bidder that is a DSBSD-certified small business if such a bid is received, provided that the bid is not more than \$100,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. If, in the agency's opinion, the criteria in the previous two sentences are not present, then award shall be made to the lowest responsive and responsible bidder of any size, provided the agency in its sole discretion determines that the price is fair and reasonable. If applicable, 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 early 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.

**3. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**4. eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in annual purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA eProcurement Program and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or Punch-Out Catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog and/or

Punch-Out Catalog Specification. For further information and details please email [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

**5B. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for 3 one year under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services less energy services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Waste collection category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**28. INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

**41.B. OPTIONAL PREBID/PREPROPOSAL CONFERENCE:** An optional prebid conference will be held at 11:00am on June 29 at the Region 3 office, 1796 Highway Sixteen Marion, VA 24354. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

**52. 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.

**56. 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.

**60. CONTINUITY OF SERVICES:**

a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

(i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

(ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

(iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**66. FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States 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 contractor's 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 taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

## **SPECIAL TERMS AND CONDITIONS (AGENCY-SPECIFIC)**

### **RESPONSES**

Bids/proposals must be submitted electronically through eVA by the due date and time listed for responses. Submissions sent by any other means will be deemed non-responsive and will not be considered.

## **METHOD OF PAYMENT**

### **INVOICES AND PAYMENT:**

1. **INVOICES:** Contractor shall render all invoices promptly to DWR after all goods/services covered by the invoice have been provided. Invoices shall not include any costs other than those identified in the Agreement or individual Order referencing this Contract. Invoice shall provide at a minimum:
  - a) Type and description of the goods/services
  - b) Customer number (if applicable)
  - c) Agency contact name
  - d) Work order number (if applicable)
  - e) Invoice number
  - f) Invoice date
  - g) Purchase Order / Contract Number
2. **PAYMENT:** For valid invoices that exceed \$5,000, payment will be made within thirty (30) days of the complete delivery or performance of any goods/services and receipt of



a valid invoice. Contractor shall submit a valid invoice to the following address:

[voucheraccounting@dwr.virginia.gov](mailto:voucheraccounting@dwr.virginia.gov) (preferred)

or

**Department of Wildlife Resources**

**ATTN Fiscal Services**

**P.O. Box 90778**

**Henrico, VA 23228**

Invoices under \$5000 will be paid with a charge card if vendor accepts charge card payments.

3. INTEREST: Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. No interest penalty shall be charged when payment is delayed because of disagreement between a state agency and a vendor regarding the quantity, quality or time of delivery of goods or services or the accuracy of any invoice received for the goods or services. The exception from the interest penalty provided shall apply only to that portion of a delayed payment that is actually the subject of the disagreement and shall apply only for the duration of the disagreement. No interest penalty shall be paid to any debtor on any payment, or portion thereof, withheld pursuant to the Comptroller's Debt Setoff Program, as authorized by the Virginia Debt Collection Act (§ 2.2-4800 et seq.), commencing with the date the payment is withheld. If, as a result of an error, a payment or portion thereof is withheld, and it is determined that at the time of setoff no debt was owed to the Commonwealth, then interest shall accrue at one percent per month on the amounts withheld that remain unpaid after seven days following the payment date.

## PRICING SCHEDULE

Services	Quantity	Unit	Amount	Total
Weekly services specified in Statement of Need	52	visit		
Annual services specified in Statement of Need	1	visit		
Yearly total for all services				

Bidders must bid an amount for the weekly services that are specified in the Statement of Need, and an amount for the annual services that are specified in the Statement of Need. The annual services are distinct from the weekly services and do not simply comprise 52 weekly visits.