

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
DIVISION OF ENGINEERING AND BUILDINGS  
1100 Bank Street  
10th<sup>th</sup> Floor  
RICHMOND, VA. 23219**

**NOTICE OF CONTRACT AWARD**

- 1. DATE.....July 1, 2014
- 2. COMMODITY NAME.....Building Automation  
Fire Alarm  
Security Systems
- 3. CONTRACT NUMBER.....DEB20140310
- 4. CONTRACT PERIOD.....July 1, 2014 – June 30, 2016 with 3 one year  
renewals
- 5. AUTHORIZED USERS.....All Public Bodies
- 6. CONTRACTORS.....Attachment
- 7. TERMS.....Net 30 days
- 8. DELIVERY.....As requested
- 9. F.O.B.....Not applicable
- 10. FOR FURTHER CONTRACT INFORMATION CONTACT: Shirley McNutt  
(804)786-4538  
e-mail: [shirley.mcnutt@dgs.virginia.gov](mailto:shirley.mcnutt@dgs.virginia.gov)

Notice: This Notice of Contract Award is being provided to you to announce the vendors to whom the Non-Professional Construction Related Services have been awarded to. You may begin using the Contractors immediately using the information provided herein. Any questions concerning the provisions of the contract should be directed to the Contract Officer listed above.

By: **Shirley McNutt**  
Shirley McNutt, VCCO, VCO  
Contract Officer

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

PERIOD OF PERFORMANCE: From July 1, 2014 through June 30, 2016 with 3 one year renewals

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated March 10, 2014.
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions
  - (d) Construction Terms and Conditions
  - (e) Addendum One to the RFP
  - (f) Security Requirements for DGS Facilities
- (3) The Contractor's Proposal dated April 30, 2014 and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.
  - (a) List of products supported per manufacturer's authorization letter
  - (b) Hourly rate pricing schedule
  - (c) Maintenance agreement pricing information
  - (d) Services provided for the following Building Automation Systems
- (4) Definitions that apply on scope to this contract:

Upgrade to the system – there is a current system that is under one of the manufacturers supported by the Contractor. The Contractor can upgrade the existing system under this contract as needed. Upgrade does not mean total replacement of an existing system. Upgrade is replacement of existing components with newer technology.

Replacement parts to the system – this means replace the current part that is not operational with like in kind that is under one of the manufacturers supported by the Contractor

Repair to the system – this means repair to an existing system that is under one of the manufacturer's supported by the Contractor

THIS CONTRACT DOES NOT ALLOW FOR NEW INSTALLATION OF SYSTEMS. THIS CONTRACT ONLY ALLOWS FOR THE FRONT END INSTALLATION AS PART OF A NEW INSTALLATION IF THERE IS AN EXISTING CAMPUS WIDE SYSTEM. STATEMENT OF NEEDS FROM THE RFP, PARAGRAPH 4. THE CONTRACTOR SHALL WORK WITH THE PUBLIC BODY ON BUILDING PERMIT REQUIREMENTS AND CODE COMPLIANCE ISSUES. ALL WORK SHALL COMPLY WITH ALL LOCAL PREVAILING BUILDING CODES AND THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE.

- (5) Instructions on how the contract shall be used by the Agency and Contractor:
  1. This contract has been established by a Request for Proposal for optional use by Public Bodies of the Commonwealth of Virginia. This contract provides statewide services for use by all public bodies.
  2. This is a requirements contract. Agencies should issue a Public Body purchase order using the Division of Purchases and Supply e-procurement solution wherever applicable, eVA, to confirm the work requirement, establish the hourly rates and/or testing costs and the estimated length of assignment as may be applicable. Change orders should be issued as needed.
  3. Each using Public Body shall be responsible for administering this contract as it pertains to the services required. Each Public Body or institution of higher education shall assign, and identify to the Contractors, the persons who are authorized to request personnel and services. A telephone call from the Public Body's authorized representative shall constitute a request for services under this contract.

4. When using this contract the Public Body shall be responsible for documenting the time of the assigned personnel to support the Contractor's invoice. This documentation shall be maintained with the purchase order for audit purposes.
5. Monitoring Contractor's performance and approval of invoice is the responsibility of the using Public Body. Complaints shall be documented in accordance with the Agency Procurement and Surplus Property Manual by using the Complaint to State Vendor Form. No other methods of reporting vendor complaints shall be used.
6. **The Public Body shall use the following process for services under this contract:**

**Look at the Contractor's list to see which manufacturer's product they represent. The Public Body is only to use the Contractor authorized to work on that particular product. If there is more than one provider in your area, then price should be the deciding factor on who is called in.**

**There is a daily travel rate. If the price list has \$0 in this column, the travel cost is already included in the per man hour rate. Otherwise the Contractor may charge this travel rate on a daily basis (only once in a 24 hour period, regardless of how many times he may go back and forth to the Owner's location). There is no additional costs on top of the per man hour rate and travel rate and none shall be charged or added by the Contractor or Public Body.**

**The Contractor shall not charge the Public Body for any tools, tool rental, or equipment required to perform the work.**

**The Public Body shall require the Contractor to provide a detailed estimate of the work to be performed, inclusive of estimated material costs and discounts and labor hours based on the contract rate for on call time and material repairs.**

**The Public Body may enter into standard maintenance agreements with the Contractor that is the Manufacturer's Authorized Representative. There are estimating sheets provided by the Contractors that provide a projected cost for maintenance agreements. A final price cannot be determined until the Contractor views the site and defines the needs with the Public Body. The Public Body shall use these price lists as a guide for the items to be covered under the maintenance agreement. Not all items are listed. The Contractor can add items that are not listed, that are part of the system. The Contractor shall provide to the Public Body a complete list of all components and their count to be covered under the maintenance agreement. The Contractor shall provide to the Public Body a complete list of all tasks to be performed under the maintenance agreement, a detailed check list of the tasks to be performed and frequency. The Contractor shall provide the Public Body a written report on all work under a maintenance agreement. UNDER NO CIRCUMSTANCES WILL THE CONTRACTORS TERMS AND CONDITIONS BECOME PART OF THE MAINTENANCE AGREEMENT.**

**Should the work to be performed require a building permit or code review, the Contractor shall provide shop drawings accordingly. The Public Body shall pay the Contractor for the shop drawings above and beyond the rates on this contract.**

**Should a public body require a repair technician on site due to the magnitude of the complex for more than 30 days, the Contractor and Public Body shall define a scope of work for the technician that supports the needed repairs and maintenance requirements of the Public Body. The Contractor shall provide an estimate of the number of hours required and provide an estimate to the Public Body using these contract rates. If the Contractor provides full time repair and maintenance staffing for more than 30 days to a Public Body and it consists of an 7 hour work day on a daily basis, then the travel costs should be waived, since this is now a regular job site to report to.**

**Should a Contractor become an Authorized Manufacturers Representative for a product line that is not listed, the Contractor may request that it be added.**

**The Contractor and Public Body may add on to an existing building system. This add on shall**

**follow the same documentation as a repair estimate.**

7. In the event of an emergency requirement by a using Public Body, the Contractor shall respond to the request in the time frame established.
8. All services, equipment, materials and personnel shall be provided by the Contractor.
9. The Contractor shall be paid on the basis of invoices submitted with appropriate documentation as requested by the Public Body to back up the personnel services. Each invoice shall be submitted on the first and fifteenth of each month. The invoices shall include the type of services, personnel name if applicable, dates of work, quantity, and the contract rate. If the Public Body has a dispute with the invoice, they shall process for payment the undisputed amount and notify the Contractor in writing within one week of the receipt of the invoice of the disputed part. All disputes shall be resolved within 30 days.
10. Each Contractor shall assign a coordinator to handle and assist in any and all scheduling, billing and problem solving. The Contractors shall meet periodically with the agencies or institutions of higher of education, when requested, to discuss services.
11. The working hours will be defined by the Public Body or institution of higher education based on the needs.
12. The Contractor shall provide all transportation, cell phones, pagers, beepers, test and sampling equipment, cameras, computers, copiers, fax machines and transportation for the employees assigned to this contract.

## I. PURPOSE:

This Request for Proposal is to establish a statewide contract for use by all public bodies for repairs, maintenance, upgrades, and renovations of existing building automation systems, fire alarm systems, and security systems. The primary focus of this statewide contract is to provide through a contract mechanism the ability for public bodies to contract directly with the service provider or manufacturer without having to use the sole source process to support these systems.

This solicitation is for manufacturers of systems used by public bodies and their authorized manufacturer's installers to enter into a contract through competitive negotiation for repairs, maintenance agreements, upgrades, renovations, and expansion of existing systems.

This contract has restrictions on the installation of these systems in new buildings. This is defined in the Statement of Needs.

## II. BACKGROUND:

Public bodies have building automation systems, security systems and fire alarm systems that exist in their buildings. Some of the manufacturers and suppliers of these systems are as follows: **THE LIST IS NOT TO LIMIT COMPETITION TO ONLY THOSE LISTED. IF YOUR MANUFACTURER IS NOT LISTED, YOU MAY STILL PRESENT A PROPOSAL.**

[Alerton Technologies](#)

ADT

[AMX, LLC](#)

[ASI Controls](#)

[Automated Logic Corporation](#)

[Azbil Corporation](#)

[Beckhoff Automation](#)

[ABB Group](#)

[Carrier Corporation](#)

[Cisco Systems](#)

[Citect](#)

[Computrols, Inc.](#)

[Crestron Electronics, Inc.](#)

[Dynalite Intelligent Light Pty Ltd](#)

[Delta Controls](#)

[Distech Controls](#)

[Echelon Corporation](#)

[Honeywell](#)

[Invensys](#)

[Iconics](#)

[ifm electronic](#)

[Invensys Building Systems](#)

[Johnson Controls Inc.](#)

[KMC Controls](#)

Mircom

[Novar Controls](#)

[Panduit](#)

[Priva](#)

[Reliable Controls](#)

[Sauter](#)

[Schneider Electric](#)

[Siemens Building Technologies](#)

Silent Night

SimplexGrinnell

[Staefa Control System](#)

Stanley

[StarDraw control](#)

[TAC \(building automation\)](#)

[Teletrol Systems Inc.](#)

[Trane Systems](#)  
[Trend Control Systems Ltd.](#)  
Tridium  
[WAGO Kontakttechnik GmbH & Co. KG](#)  
[Wonderware](#)  
Silent Night  
And Others as may be submitted

### **III. STATEMENT OF NEEDS:**

The Intent of this Statement of Needs is to define a minimum standard of performance. The RFP process allows for negotiation of the final scope of services and pricing based on the qualifications of the offerors.

In order to respond to this RFP, the Offeror shall be a manufacturer of the product or an authorized manufacturer's installer for the past five years of the product being offered. As a manufacturer's installer, you shall provide documentation in the form of a letter signed by the manufacturer that you have full rights to all products, product lines, upgrades, technical support and all manufacturer's warranties for the product being offered and have been a manufacturer's installer for the past five years with all rights and privileges.

This contract is to support existing system repairs and upgrades and renovations of facilities that have these systems.

This contract will allow for installation of these systems, if part of a campus wide system, in a new facility for the front end components only. The wiring and installation of field devices, minus field panels and data collection elements that interface with the field panels for providing data to the front end, shall be bid under low voltage wiring specifications or electrical specifications or specialties specifications in the construction documents. State agencies under BCOM review for building permits will still need to address the issue of proprietary specifications.

The Commonwealth realizes that there are variables that could impact the final cost of maintenance or repair agreement at a public body, such as number of devices, number of field panels, number of card readers, etc. Our goal is to establish a pricing schedule that will provide a guideline for overall agreements and hourly rates for services, overhead costs, truck rate costs, material discounts off list, etc. to support on call repairs. A standard can be established through the negotiation process based on the data presented with your offer.

Offerors that become contractors under this final contract shall comply with all applicable security requirements of the state agency or public body that service is provided to.

Offerors that become contractors under this final contract shall provide factory/manufacturer's trained service technicians only. The Contractor shall maintain a training program to assure that only currently knowledgeable technicians will service this contract and the state agencies and public bodies. The Contractor shall provide documentation upon request to support the technicians training.

Offerors that become contractors under this final contract shall provide all tools, vehicles, labor, and incidentals to perform the work. Replacement parts and new parts shall be priced by the Contractor under a work estimate, time and material as defined later in the solicitation.

The successful Contractors shall comply with the Virginia Uniform Statewide Building Code, latest edition. The agency has the responsibility of assuring that all building permit applications and submittals are complied with in accordance with the Construction and Professional Services Manual as it applies to state agencies. This has a direct impact on renovation and new construction.

### **FIRE ALARM COMPONENT TO CONTRACT:**

For fire alarm systems, the provider of the repair and maintenance shall also provide monitoring services for dialers or web based monitoring. These services shall support 7/24 operations with a priority to the public body and interface to local 911 services. The Offeror shall also provide to the public body personnel, notification services on alarms, real time. This redundancy is critical to public body operations. As part of the fire alarm repair and maintenance, this service shall be provided as an option to the public body. As part of the fire alarm

component of this contract, maintenance and inspection of fire extinguishers, kitchen hood systems, and clean agent systems are included. Sprinklers and pumps are addressed in a current statewide contract program.

### **FIRE ALARM MINIMUM INSPECTION SERVICES:**

This is a proposed list of minimum services, for conventional and addressable systems. There will be some additional requirements for addressable systems:

- Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.
- Identify site conditions that could compromise the performance of mechanical and/or electronic components of the system.
- Inquire about any changes or modifications of the fire detection and alarm system.
- Check the general condition of the fire alarm panel and related equipment.
- Verify all notification devices are working properly, in synchronization, and output an appropriate decibel level above ambient conditions.
- Test all detectors in accordance with their manufacturer's specifications.
- Inspect all fire alarm control panels and remote fire alarm panels.
- Inspect and test all annunciators and zones both visually and by tripping activating devices.
- Inspect and meter all batteries.
- Inspect all output relays and test their activation.
- Inspect and exercise all flow switches, tamper switches and low pressure alarms.
- If applicable, verify that all signals are received by Central Monitoring Station.
- Inspect the smoke detectors for cleanliness. If included, clean the detectors that require cleaning in accordance with their manufacturer's guidelines.
- Test non restorable heat detector circuits by simulating electrical operation at the wiring connection.
- Inspect and exercise all supervised control valves and switches.
- During testing of the fire detection system, activate outputs for the purpose of equipment shutdown, start up, HVAC/smoke control, elevator recall, and door release functions.
- Tag system as required and perform all required record keeping.

### **FIRE EXTINGUISHER INSPECTION SERVICES:**

This is to establish a minimum standard for this service:

- Check gauge pressure
- Check gauge condition and compatibility
- Check weight
- Check last hydro test date
- Check last 6 year maintenance inspection (if applicable)
- Check valve and shell for damage or corrosion
- Check hose condition for cracks or splits
- Check hose threads
- Check condition of horn
- Check hose for obstructions
- Break seal and remove pin
- Check upper and lower handles
- Replace locking pin and reseal
- Fluff powder (if applicable)
- Clean shell.
- Ensure unit classifications and instructions are legible
- Tag extinguisher properly

### **KITCHEN HOOD SYSTEMS:**

This is to establish a minimum standard for this service:

- Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.

- Test remote pulls for condition and operation.
- Perform an automatic trip test of the system.
- Test manual release of the system.
- Verify mechanical operation of the system.
- Verify the gas and electrical shutoff function.
- Replace fusible links where required.
- Check system components for cleanliness.
- Restore the system to normal operation.
- Reset the system.
- Install new tamper seals.
- Inspect suppression agent cylinder.
- Verify the cylinder/cartridge pressure, agent weight and condition.
- Check that the last hydro test dates is within code requirements.
- Inspect and verify piping/bracing to manufacturer's specifications.
- Inspect all nozzles and verify that they are properly aimed, free of blockage and have proper blow off caps intact.
- Verify that a proper portable fire extinguisher is available in an easily seen, accessible location.
- Inspect for any changes in the hazard area that may affect the performance and reliability of the fire suppression system.
- Tag system as required and perform all required recordkeeping.

### **CLEAN AGENT SYSTEMS:**

This is to establish a minimum standard for this service:

- Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.
- Inspect for adequate clearance and condition of the discharge devices to allow for proper distribution and activation.
- Inspect each release control device for proper position, general condition, accessibility and appropriate signage.
- Inspect and conduct required tests for each special hazard system.
- Inspect the Fire Department connection couplings, caps, threads, clappers, check valves and drains.
- Inspect the general condition of visible and accessible piping, hoses, hangers, drain valves, gauges and related equipment.
- Inspect cylinders, straps and outlet fittings connected to the discharge manifold for tightness and bracing.
- Check for the proper quantity of extinguishing agent, check storage pressure, and record the last hydro test date for agent cylinders and hoses.
- Tag devices as required and perform all required recordkeeping.

### **BUILDING AUTOMATION MAINTENANCE SERVICES:**

This is to establish a minimum standard for annual contracts. This list may be modified to support a specific public body and their needs.

Daily via dial up or web based technology:

- Complete overall inspection to assure all equipment is operating and safety systems are in place
- Verify in control software that schedules are accurate for the season, occupancy, etc.
- Verify in control software that set points are accurate for season, occupancy, etc.
- Reset time clocks after every power outage
- Exercise scan and command functions
- Verify displays, printouts, and logs
- Check displays of points in the system
- Check error log
- Test starts / stops, secure / access, test / reset, and alarm / return to normal

Weekly via dial up or site visit:



- Check all gauges to assure readings are correct
- Calculate the amount of outside air introduced and compare to requirements
- Check set points and review rational for settings
- Verify set points against any prevailing ESCO contract
- Check schedules and review for rational
- Assure that all dead bands are accurate and only simultaneous heating and cooling by design
- Check all control tubing for leaks on pneumatic systems
- Check for excessive electronic noise on transmission loop
- Reduce electronic noise to acceptable level
- Check noise level on phone lines
- Coordinate phone line repair to reduce noise to acceptable level
- Check error indicator incidence level channel by channel

This is a minimum standard for semiannual/annual services:

- Conduct a thorough check of all sensors, temperature, pressure, humidity, flow, etc for expected values and operation
- Check for accuracy
- Check and clean time clocks
- Perform all analysis, examinations, adjustments, and calibrations of all system equipment
- Maintain all software integrity and shall detect and correct data file corruption
- Provide a quarterly report of all maintenance actions to the Purchasing Agency's Representative
- Provide training for any software upgrades

### **BUILDING SECURITY SYSTEMS SERVICES:**

This is to establish a minimum standard for annual contracts. This list may be modified to support a specific public body and their needs.

### **CCTV Maintenance**

#### Camera & Housing

- For the system's camera and housing, verify the following:
- Camera/lens focus and auto iris is adjusted properly.
- Camera field of view is adjusted to customer's requirements.
- Camera/housing viewing window is clean, inside and out.
- Camera lens is dust free.
- Interior of camera enclosure is clean and dry.
- Check operation of pan tilt and zoom focus. Use controller in control room to check all these operations.

#### Wiring & Cables

- For the system's wiring and cables, verify the following:
- Check wiring and cable harnesses for wear and fray.
- Check to make sure cable is dressed properly.
- Check connectors and cable entry points for loose wiring.
- Check that the coaxial cable is transmitting an adequate video signal to control room. Signal should be free of distortion, tearing, hum-bars, EMI, and rolling.
- Make sure all coaxial connectors are insulated from conduit and pull boxes.

#### Control Equipment

- For the system's control equipment, verify the following:
- Monitors are free from picture burn-in and distortion.
- Monitors have proper contrast and brightness.
- VCR's are functioning properly and providing distortion free recording.
- Check that all control equipment is operational. This means that switchers allow proper sequencing, multiplexers are properly encoding and decoding, and matrix switcher keyboards are fully operational.

- Clean all monitor screens, control panels, and keyboards with a diluted cleaning solution.
- Check all coaxial connectors on the back panels for loose connections.
- Check all power connections to ensure AC plugs are not loose.

## Card Access Systems

### Wiring & Devices

- For the system's wiring and cables, verify the following:
- Check wiring and cable harnesses for wear and fray.
- Check to make sure cable is dressed properly.
- Check connectors and cable entry points for loose wiring.
- Check card readers for operation
- Check door hardware for proper operation , especially doors tied to the egress paths
- Verify the interface of all contacts between security systems and fire alarm systems
- Check operations of gate arms and other parking deck related security access
- Check operations of elevators controlled by card readers
- Check for alarm issues on the system

### Control Equipment

- For the system's control equipment, verify the following:
- Monitors are free from picture burn-in and distortion.
- Monitors have proper contrast and brightness.
- VCR's are functioning properly and providing distortion free recording.
- Check that all control equipment is operational. This means that switchers allow proper sequencing, multiplexers are properly encoding and decoding, and matrix switcher keyboards are fully operational.
- Clean all monitor screens, control panels, and keyboards with a diluted cleaning solution.
- Check all coaxial connectors on the back panels for loose connections.
- Check all power connections to ensure AC plugs are not loose.

The above lists are activities that have been done to support the systems and should be a minimum standard. The goal is to establish maintenance plans at 3 service levels with on call support for repairs.

The on call support should be at 3 service levels as well in order to address the immediate emergency.

The Offeror will be responsible for upgrades, training, and other support services. The Offeror, once a Contractor shall be pro-active in recommending upgrades that benefit the total operation of the systems and prevent the system from becoming outdated.

The Offeror shall provide the public bodies completed check lists for all activity on this contract to support the maintenance agreements.

## IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

- A. GENERAL INSTRUCTIONS: This section is used to inform the potential offerors of how many copies of the proposal must be submitted, how the proposal is to be prepared, the possibility of oral presentations by the offerors, etc. To reduce administrative burden and costs, request enough copies so that each evaluator is provided a copy. The following are sample paragraphs normally used in this section.
1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (3) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.
  2. Proposal Preparation:
    - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack of key information may be rejected by the purchasing agency. Mandatory

requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
- B. SPECIFIC PROPOSAL INSTRUCTIONS: Use this section to inform the potential offerors of the information that must be submitted with their proposals. The information requested is used as the basis for developing the proposal evaluation criteria. The following is a sample of the beginning language and examples of typical specific requirements:

"Proposals should be as thorough and detailed as possible so that the Department of General Services may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. The return of the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items of data requested in the RFP.

3. A written narrative statement to include:
  - 1) Experience in providing the service.
  - 2) Manufacturer's certification for the business providing the services
  - 3) Training program for technicians
  - 4) Products offered and manufacturer's certification as authorized provider
  - 5) Samples of maintenance agreements, levels of maintenance
  - 6) Check lists used in maintenance agreements
  - 7) On call program defining services and response time
  - 8) Product catalog and discounts
  - 9) Web base and phone support information
  - 10) Training program for public bodies
  - 11) Company profile detailing organization.
  - 12) References from at least 3 current clients where you have provided similar services, narrative defining services and sample of service agreement and checklist
  
4. Proposed Price: Complete pricing sheet in section **XI**.
  
5. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. Also summarize any good faith efforts planned to provide subcontracting opportunities to DMBE-certified small business firms.

## V. EVALUATION AND AWARD CRITERIA:

### A. EVALUATION CRITERIA:

Proposals shall be evaluated using the following criteria:

|   | <b><u>POINT<br/>VALUE</u></b> |
|---|-------------------------------|
| 1. Proposed price.  | 25                            |
| 2. Qualification and experience in providing the required services. | 15                            |
| 3. Scope of service, methodology, and logistics.                    | 25                            |
| 4. References from other clients.                                   | 15                            |
| 5. Small Business Subcontracting Plan                               | <u>20</u>                     |
| <b>TOTAL</b>  | 100                           |

### B. AWARD OF CONTRACT:

**AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## VI. OPTIONAL PRE-PROPOSAL CONFERENCE:

**OPTIONAL PREPROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on March 28, 2014 at 9:00 am at the conference room on the first floor of the James Monroe Building located at 101 n. 14<sup>th</sup> Street in Richmond, Va. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

**VII. REPORTING AND DELIVERY INSTRUCTIONS:** This section is mandatory if the anticipated value of the contract exceeds \$100,000, to include all renewal periods.

- A. "The contractor shall provide the following documentation to Shirley McNutt at 1100 Bank Street, 10<sup>th</sup> Floor Washington Building in Richmond, Virginia 23219 for approval by the agency"
- B. "The contractor shall provide a quarterly progress report to Shirley McNutt outlining the following:
  1. The specific accomplishments achieved during the reporting period.
  2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.

3. The projected completion dates for the remaining specific tasks required by the contract.
- C. "Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final report to (a specific person or title)."
    1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
    2. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
    3. The agency shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
  - D. "At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to Shirley McNutt. The agency shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract."
  - E. "On or before the date specified in the contract, a final report shall be delivered to Shirley McNutt for its approval. The contractor shall furnish ( 2 ) copies of the final report."
  - F. See 3.10 h. outlining requirements for a Small Business Subcontracting Plan in solicitations where the prime contract is in excess of \$100,000. Prime contractors are required to complete Annex 7-G which should be attached to the RFP solicitation. For competitive negotiation, the Small Business Subcontracting Plan shall be used as one of the evaluation criteria. A DMBE-certified small business who serves as prime contractor will receive full credit for subcontracting for work performed by such prime. See Appendix B, Section II, 36 for the special term and condition that may be included in RFPs requiring the contractor to provide evidence of compliance with this requirement. Receipt of a small business subcontracting plan may be a condition of the award and if so, a requirement for a report from the prime contractor must be stated in the solicitation indicating the frequency of the report required in the contract.

#### **VIII. TERMS AND CONDITIONS OF THE CONTRACT ARE THE FOLLOWING ATTACHMENTS:**

Attachment I – Required Terms and Conditions  
Attachment II – Special Terms and Conditions  
Attachment III – Construction Terms and Conditions

#### **IX. METHOD OF PAYMENT:**

Payment will be made by the public body that authorizes the work. Payment is made based on the public body acceptance of the work being complete and a correct invoice from the contractor. The invoice shall reflect the contract rates and detailed material costs as applicable. There are no exceptions the established contract rates once they are established.

The public body may reject an invoice. Should the public body reject or dispute the invoice, the public body shall provide written notice to the contractor within 10 days of the reason for the dispute or rejection. The public body shall pay the amount of the invoice that is not in dispute or rejected.

The 30 day prompt payment process begins based on an accepted invoice. If an invoice is in dispute, it delays the prompt payment process.

Contractors should submit accurate invoices based on a discussion with the public body in regard to the pending invoice in order to assure prompt payment.

The public body shall provide the contractor the bill to address and person for the work performed under this contract.

**X. PRICING SCHEDULES:**

See Attachment E

**XI. ATTACHMENTS:**

Attachment A – Contractor's Data Sheet

Attachment B - Small Business Subcontracting Plan

Attachment C – State Corporation Form

Attachment D – Security Requirements for DGS Buildings Only

Attachment E – Pricing schedules

# ATTACHMENT I: REQUIRED GENERAL TERMS AND CONDITIONS OF THE CONTRACT

- 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 proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM 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 proposals, offerors 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 RFPs** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror 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 OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror 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. **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.
- R. **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.
- S. **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.

- T. **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.
- U. **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 or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

- a. 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.
- b. 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, 2013, 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, 2013 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.

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

## ATTACHMENT II: SPECIAL TERMS AND CONDITIONS NONPROFESSIONAL SERVICES

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Department of General Services will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Department of General Services has purchased or uses any of its products or services, and the contractor shall not include Department of General Services in any client list in advertising and promotional materials..
2. **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.
3. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
4. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_

License # \_\_\_\_\_ Type \_\_\_\_\_

6. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
7. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

8. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_  
Name of Bidder/Offeror                      Due Date                      Time

\_\_\_\_\_  
Street or Box Number                      RFP No.

\_\_\_\_\_  
City, State, Zip Code                      RFP Title

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

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

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror 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 or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

9. **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.

10. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

11. **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.

12. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid/proposal for each chemical and/or compound offered. Failure on the part of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as nonresponsive.

13. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**  
A. It is the goal of the Commonwealth that 40% of its purchases is made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Small Women-Owned Business or a Small Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, small women-owned, or small minority-owned), and type of product/service provided.

Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on an annual basis at the time of contract renewal, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the

purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

14. **MANDATORY PREBID/PREPROPOSAL CONFERENCE:** A mandatory preproposal conference will be held on August 21<sup>st</sup> at 9:00 am at the conference room on the 10<sup>th</sup> floor of 1100 Bank Street in Richmond, Va. The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders/offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid/proposal. Bids/Proposals will only be accepted from those bidders/offerors that are represented at this prebid/preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 9:15 am

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

15. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for three successive one year periods under the terms and conditions of the original contract except as stated in 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.

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 category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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

17. **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.

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

19. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one purchase order annually with the eVA transaction fee specified below assessed for each order.

- 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, 2013, 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, 2013, 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.

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 portal is the gateway for vendors to conduct business with state agencies and public bodies.

**20. 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.

- 21. 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.



### ATTACHEMENT III: ADDITIONAL TERMS AND CONDITIONS FOR NON-CAPITAL OUTLAY CONSTRUCTION PROJECTS

1. **DEFINITIONS:** Whenever used in this solicitation or in the contract documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:
  - (a) **Agency:** The term, agency, unless otherwise indicated, shall mean the owner.
  - (b) **Commonwealth:** The term "Commonwealth" shall mean the owner which is the Commonwealth of Virginia through the governing Body, the Board, the Building Committee or other agent with authority to execute the contract for the institution or agency involved. The Commonwealth's agent is the official with the authority to sign the contract on behalf of the Commonwealth.
  - (c) **Construction:** As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities owned or to be acquired by the Commonwealth and any draining, dredging, excavation, grading, or similar work upon real property.
  - (d) **Contractor:** The person, firm or corporation with whom the owner has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the contractor.
  - (e) **Defective:** An adjective which when modifying the word work, refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the contract documents, or has been damaged prior to final payment.
  - (f) **Emergency:** Any unforeseen combination of circumstances or a resulting state that poses imminent danger to health, life, or property.
  - (g) **Final Acceptance:** The agency's acceptance of the project from the contractor upon confirmation from the project inspector and the contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.
  - (h) **Notice:** All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.
  - (i) **Notice to Proceed:** A written notice given by the owner to the contractor fixing the date on which the contract time will commence for the contractor to begin the prosecution of the work in accordance with the requirements of the contract documents.
  - (j) **Owner:** The Commonwealth of Virginia, i.e., an agency, institution, or department, with whom the contractor has entered into a contract and for whom the work or services is to be provided.

- (k) **Project Inspector:** One or more individuals employed by the owner to inspect the work and/or to act as clerk of the works to the extent required by the owner. The owner shall notify the contractor in writing of the appointment of such project inspector(s).
- (l) **Provide:** Shall mean furnish and install ready for its intended use.
- (m) **Submittal:** All drawings, diagrams, illustrations, schedules, and other data required by the contract documents which are specifically prepared by or for the contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by the contractor to illustrate material or equipment for some portion of the work.
- (n) **Subcontractor:** An individual, partnership or corporation having a direct contract with contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.
- (o) **Substantial Completion:** The work which is sufficiently complete, in accordance with the contract documents, so that the project can be utilized by the owner for the purposes for which it is intended.
- (p) **Supplier:** A manufacturer, fabricator, distributor, material man, or vendor who provides material for the project but does not provide on-site labor.
- (q) **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic, or other control systems or water.
- (r) **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

## 2. **CONTRACT DOCUMENTS:**

- (a) The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the contractor; General Terms and Conditions, these Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- (b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- (c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

## 3. **LAWS AND REGULATIONS:**

- (a) The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 and by applicable regulations.

- (b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
- (c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
- (d) Building Permit: Because this is a project of the Commonwealth of Virginia, codes or zoning ordinances of local political subdivisions do not apply. Building permits where required will be obtained and paid for by the owner. This does not include any local license fees, business fees or similar assessments which may be imposed by the appropriate political subdivision.
- (e) The contractor, if not licensed as an asbestos abatement contractor or a RFS contractor in accordance with § 54.1-514, *Code of Virginia*, shall have all asbestos related work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the work required.
- (f) **The Contractor is neither required nor prohibited from entering into or adhering to agreements with one or more labor organizations, or otherwise discriminating against subcontractors for becoming or refusing to become, or remaining signatories to or otherwise adhering to, agreements with one or more labor organizations. This section does not prohibit contractors or subcontractors from voluntarily entering into agreements with one or more labor organizations. Both the agency and contractor are entitled to injunctive relief to prevent any violation of this section.**

**This section does not apply to any public-private agreement for any construction in which the private body, as a condition of its investment or partnership with the state agency, requires that the private body have the right to control its labor relations policy and perform all work associated with such investment or partnership in compliance with all collective bargaining agreements to which the private party is a signatory and is thus legally bound with its own employees and the employees of its contractors and subcontractors in any manner permitted by the National Labor Relations Act, 29 U.S.C. § 151 et seq., or the Railway Labor Act, 45 U.S.C. § 151 et seq.**

**This section does not prohibit an employer or any other person covered by the National Labor Relations Act or the Railway Labor Act from entering into agreements or engaging in any other activity protected by law.**

**This section shall not be interpreted to interfere with the labor relations of persons covered by the National Labor Relations Act or the Railway Labor Act.**

#### **4. SUBCONTRACTS:**

- (a) The contractor shall as soon as practicable after the signing of the contract, notify the owner in writing of the names of subcontractors proposed for the principal parts of the work. The contractor shall not employ any subcontractor that the owner may, within a reasonable time, object to as unsuitable. The owner will not direct the contractor to contract with any particular subcontractor unless provided in the specifications or bid form.
- (b) The owner shall, on request, furnish to any subcontractor, if practicable, the amounts of payments made to the contractor, the Schedule of Values and Requests for Payment submitted by the contractor, and any other documentation submitted by the contractor which would tend to show what amounts are due and payable by the contractor to the subcontractor.
- (c) The contractor agrees that he is as fully responsible to the owner for the acts and omissions of his subcontractors, suppliers, and invitee upon the site of the project and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

#### **5. SEPARATE CONTRACTS:**

- (a) The owner reserves the right to let other contracts in connection with the project, the work under which may proceed simultaneously with the execution of this contract. The contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The contractor shall cooperate with them and shall take all reasonable action to coordinate his work with theirs. If the owner has listed other separate contracts in the Invitation for Bids which it expects to proceed simultaneously with the work of the contractor, and has included the estimated timing of such other contracts in the Invitation for Bids, the contractor shall integrate the schedule of those separate contracts into his scheduling. The contractor shall make every reasonable effort to assist the owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent this contractor from carrying out his work according to the drawings and specifications of this contract, this contractor shall immediately notify the owner upon discovering such conditions.
  - (b) If a dispute arises between the contractor and separate contractors as to their responsibility for cleaning up as required by Sections 18(c) and 18(d) of these Additional Terms and Conditions, the owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a contractor disputes the owner's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.
6. **TAXES:** The contractor shall, without additional expense to the owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project. If the State Building Official elects to have the local building official inspect the work as provided by § 36-98.1 of the *Code of Virginia*, the owner will pay the resulting fees to the local building official.
7. **PATENTS:** The contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The contractor shall hold and save the owner, its officers, agents, and employees, harmless from any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the contract, including its use by the owner, unless such invention, process, technique, article, or appliance is specifically named in the specifications or drawings as acceptable for use in carrying out the work. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the owner. The owner may direct that some other invention, process, technique, article, or appliance be used. Should the contractor have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the owner, he shall be responsible for any loss due to the infringement.
8. **INSPECTION:**
- a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.
  - b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the owner will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry

standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.

- c. Should it be considered necessary or advisable by the owner at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.
- d. The project inspector will recommend to the owner that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.
- e. The project inspector has no authority to and shall not:
  - (1) Authorize deviations from the contract documents;
  - (2) Enter into the area of responsibility of the contractor's superintendent;
  - (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work;
  - (4) Authorize or suggest that the owner occupy the project, in whole or in part;
  - (5) Issue a certificate for payment.

9. **SUPERINTENDENCE BY CONTRACTOR:**

- a. The contractor shall have a competent foreman or superintendent, satisfactory to the owner, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- b. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.
- c. The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

10. **ACCESS TO WORK:** The owner, the owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper facilities for access and inspection.
11. **AVAILABILITY OF MATERIALS:** If material specified in the contract documents is not available on the present market, alternate materials may be proposed by the contractor for approval of the owner.
12. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.
13. **WARRANTY OF MATERIALS AND WORKMANSHIP:**
  - a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
  - b. Work not conforming to these warranties shall be considered defective.
  - c. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.
14. **USE OF PREMISES AND REMOVAL OF DEBRIS:**
  - a. The contractor shall:
    - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
    - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
    - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
  - b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
  - c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
  - d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a



contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the *Virginia Erosion and Sediment Control Handbook*, latest edition, and of the contract documents.
- f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

15. **PROTECTION OF PERSONS AND PROPERTY:**

- a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
- d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.

16. **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT:** If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the contractor or of anyone employed by him, or if the owner should fail to pay to the contractor within thirty (30) days when no dispute exists as to the sum, then the contractor may, upon ten (10) calendar days written notice to the owner, stop work or terminate the contract and recover from the owner payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The owner may offset any claims it may have against the contractor against the amounts due to the contractor. In no event shall termination of the contract by the contractor terminate the obligations of the contractor's surety on its payment and performance bonds.

17. **OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE:**

- a. If the contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the owner may terminate the contract. If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the owner, or otherwise be guilty of a substantial violation of any provision of the contract, then the owner may terminate the contract.
- b. Prior to termination of the contract, the owner shall give the contractor and his surety ten (10) calendar day's written notice, during which the contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the owner within said ten (10) days, the owner may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the owner may postpone the effective date of the termination notice, at his sole discretion, if he should receive reassurances from the contractor and/or its surety that the causes of termination will be remedied in a time and manner which the owner finds acceptable. If at any time more than ten (10) days after the notice of termination, the owner determines that contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the owner may immediately terminate the contract for cause by giving written notice to the contractor and its surety. In no event shall termination for cause terminate the obligations of the contractor's surety on its payment and performance bonds.
- c. Notice of terminations, whether initial or given after a period of postponement, may be served upon the contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
- d. Upon termination of the contract, the owner shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the owner, together with any other expenses of terminating the contract and having it completed by others.
- e. If it should be judicially determined that the owner improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the owner.
- f. Termination of the contract under this section is without prejudice to any other right or remedy of the owner.

18. **TERMINATION BY OWNER FOR CONVENIENCE:**

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
  - (1) All amounts then otherwise due under the terms of this contract,
  - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,

- (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
- b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

19. **GUARANTEE OF WORK:**

- a. Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the owner.
- b. If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:
  - (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
  - (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
  - (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
- c. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- d. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected and the contractor and his surety shall be liable for all expense incurred.
- e. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
- f. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work under Section 17 of these additional terms and conditions. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.
- g. In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first

contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

20. **ASBESTOS:**

- a. This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the work. If the contractor discovers or inadvertently disturbs any material that may contain asbestos that has not been previously identified, that was overlooked during the removal, or which was deemed not to be friable or which was encapsulated, the contractor shall stop work in the area containing the asbestos, secure the area, and notify the owner immediately by telephone or in person with written notice as soon as possible. The owner will have the suspect material sampled.

If the sample is positive and must be disturbed in the course of the work, the owner will have the material repaired or removed and will pay for the bulk sample analysis.

If the material disturbed is not within the contractor's authorized work and/or work area or under this contract, the contractor will pay for all associated sampling and abatement costs.

- b. If asbestos abatement is included as a part of the work, the contractor shall assure that the asbestos abatement work is accomplished by those duly licensed in accordance with the specific requirements of the contract documents.
- c. If asbestos abatement is included as part of the work, the licensed asbestos subcontractor shall, in the insurance required, name the Commonwealth of Virginia and the contractor as additional insured.

21. **TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:**

- a. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
- b. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference - Invitation For Bids: RFP DEB20140310  
Commodity: Maintenance, Repair, Upgrades to Building Automation  
Systems, Fire Alarm Systems, and Security Systems  
Dated: March 10, 2014  
For Delivery To: Public Bodies  
Bid Due: April 30, 2014  
Prebid Conference: March 28, 2014

Question: Will a list of Pre Bid attendees be available?

Answer: Already posted on eva

Question: When providing our hourly rates prices vary per region. Can we vary prices per product offered?

Answer: Yes prices can vary based on product offered. You may duplicate the price pages as needed. Clearly define the product being offered on the pages.

Question: Is this RFP to qualify the vendors of choice to provide the detailed services in an individual request?

Answer: Yes. The vendors will work with the individual public bodies on their needs and use the pricing as a guideline.

Question: The pricing for individual points will vary based on the vendor and interface provided for the building. How do you want the breakdown of these points?

Answer: You may provide this as an add on to the pricing using your format.

Question: Will the Virginia Community College System be included under this maintenance umbrella?

Answer: Yes, they can use this contract. They are a public body. It is their choice.