



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

INVITATION FOR BIDS
(IFB)

Issue Date: October 12, 2021

IFB#: 156-22-047

Title: HVAC/Mechanical Preventative Maintenance and On-Call Repair Service

Location: Division 2 / Culpeper

Commodity Code: 91036

Issuing Agency: 156

Department of Virginia State Police

PO Box 27472

Richmond, VA 23261-7472

ATTN: Tammy Boyer - VCO,VCA / Procurement / Berkley Building / Bid# 156-22-047

Using Agency and/or Location

Where Work Will Be Performed: Virginia State Police - 15148 State Police Road, Culpeper, VA 22701

Term of Contract: From DATE OF AWARD through 1 year/ 12 months (*Renewable), anticipated start date January 1, 2022.

Sealed Bids Will Be Received: Until **MONDAY, November 8, 2021 at 9:00 am** / Public Bid Opening is November 8, 2021 at 2:00 pm (see page 4 for details) For Furnishing The Services Described Herein And Then Opened In Public.

All Inquiries for Information Should Be Directed to: Tammy Boyer, VCO,VCA / Phone: (804) 674 2009 / email: tammy.boyer@vsp.virginia.gov

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. See Instructions on page 3 of the solicitation.

IF BIDS ARE HAND DELIVERED, DELIVER TO: See instructions on page 3 of the solicitation.

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

* Virginia Contractor License No. _____

* DSBSD-certified Small Business No. _____

Class: _____ Specialty Codes: _____

Name and Address of Firm:

Zip Code: _____

eVA Vendor ID or DUNS #: _____

Fax Number: () _____

E-mail Address: _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

Telephone: () _____

* **Mandatory Site Visit:** Bidders are required to inspect the site where service is to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. **See Section III. Mandatory Pre-Bid Conference.**

* If special ADA accommodations are needed, please contact Contract Administrator at respective site and discuss prior to Mandatory visit. Contact Sgt. Connie Spradlin at 540-829-7708 as needed.

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

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Paper Bid Submission:

When submitting a paper bid response, Bidders must return the completed and signed response in a sealed envelope identified as shown below. If the bid is not submitted as shown, the Bidder risks that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other unrequested correspondence or other bids should be placed in the envelope.

From: _____

Name of Bidder

Due Date

Time

156-22-047

Street or Box Number

IFB No./RFP No.

HVAC Preventative Maintenance and On-Call Services

City, State, Zip Code

IFB/RFP Title

DSBSD-certified, Micro Business or Small Business No. _____

Name of Contract Officer or Buyer Tammy Boyer, VCO/VCA

IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THE BID IS DELIVERED TO THE CORRECT DELIVERY ADDRESS AND LOCATION BEFORE THE CLOSING DATE AND TIME. VSP SHALL NOT BE RESPONSIBLE IF A BID IS NOT DELIVERED BY THE CLOSING DATE AND TIME. LATE BIDS WILL NOT BE OPENED AND WILL BE RETAINED UNOPENED IN THE PROCUREMENT FILE.

BID SUBMISSION ADDRESS AND SECURITY INSTRUCTIONS:

- Express Delivery Service: Bidder shall mail the bid to:
- Commonwealth of Virginia, Virginia State Police, Property & Finance Division-Procurement,
Attn: Tammy Boyer / 156-22-047
7700 Midlothian Turnpike,
N Chesterfield, VA 23235-5226.

Bidder should allow ample time for delivery.

- U.S. Postal Service: Bidder shall mail the bid to:
- Commonwealth of Virginia, Virginia State Police, Property & Finance Division-Procurement,
Attn: Tammy Boyer / 156-22-047
7700 Midlothian Turnpike,
N Chesterfield, VA 23235-5226.

Bidder must allow ample time for the package to be processed.

➤ Hand-Delivered/Courier: Bidder shall deliver the proposal to:

Attn: Tammy Boyer
Commonwealth of Virginia, Virginia State Police
Property & Finance Division-Procurement, 156-22-047
7700 Midlothian Turnpike,
N Chesterfield, VA 23235-5226.

HOURS: Monday through Friday, 8:00 am to 4:00 pm.

Sealed envelope must have identification information as stated on page 3.

Bidder should allow time at our receptionist's area/window. This area/window is used by the general public for many services that are provided by VSP and during certain times of the day has a waiting line for the receptionist.

Public Bid Opening

VSP will continue to have public bid openings under the following conditions:

The public bid opening practice will be to meet the Governor's Executive Order and allow no more than 10 people in one opening at a time with the required six feet apart spacing, regardless of vaccination status, face masks will be required.

Due to these circumstances there will be no more than one representative per bidding bidder permissible to attend the public openings until further notice.

Bid Opening

In Person Bid Opening Location: Virginia State Police – Midlothian
7700 Midlothian Turnpike, North Chesterfield, VA 23235

Date : November 8, 2021

Time : 2:00 pm (EST)

Call in - Phone Number for bid opening:

252-550-2141

PIN: 185 973 094#

Virginia State Police – Division 2 / Culpeper
HVAC/Mechanical Preventive Maintenance and On-Call (T&M) Repair Services

- I. **PURPOSE:** The purpose of this Invitation for Bids (IFB) is to solicit sealed bids from qualified HVAC Contractors to enter into a term contract to provide HVAC/Mechanical Preventive Maintenance and On-Call (Time & Material) Repair at Virginia State Police (VSP) locations herein. The successful Contractor shall provide all necessary shop, labor, supervision, equipment, tools, materials, supplies and incidentals.

Term of Contract: Upon award for (1) year / 12 months, Renewable, refer to Special Terms and Conditions, Paragraph 5, Renewal of Contract.

Contract Administrator (CA): Sgt. Connie Spradlin / 540-829-7708

II. **SCOPE OF WORK:**

A. **GENERAL:**

1. Contractor shall have the proven ability to perform all required Preventative Maintenance, On-Call repairs, and have a clear understanding of Building Automation Software based on the size and scope at each facility.
2. The contractor shall furnish preventive maintenance service and on-call repair services as described within the scope of work.
3. Preventive maintenance shall include all adjustments and servicing required to maintain the systems and equipment in accordance with the manufacturer's specifications and as described in section **B. HVAC Preventative Maintenance Service.** The contractor shall deliver to the Agency all copies of warranty certificates, maintenance manuals, and other pertinent data as it relates to replaced parts, components and equipment.
4. On-call Time & Material (T&M) costs shall be invoiced at the hourly rates as submitted on bid. No additional charges such as gas surcharges, travel or equipment/vehicle charges shall be allowed. Overtime and holiday labor rates shall be one and one half (1-1/2) times the regular hourly rates. Parts/materials shall be invoiced at contractor cost and as a separate line item on the invoice. Supporting invoice/receipts for the parts/materials must be attached to the invoice prior to submittal to VSP Contract Administrator (CA) for payment.
5. The Contractor shall not shut down any equipment in any facility, unless permission is first obtained from the CA of the affected facility
6. Inclement Weather/State Holidays/Shut Down: - The Contractor shall make every reasonable effort to provide services during inclement weather and must schedule around State observed holidays. When VSP offices are

closed or excused early because of inclement weather or for holidays, the Contractor shall coordinate with the CA of the affected facility to reschedule any services. A copy of the State Holiday Schedule is attached to this solicitation.

7. Security: The Contractor shall comply with the following VSP Security Policies and Procedures and may be subject to security inspections:

(a.) The Contractor's employees' that will be assigned to a location to be serviced are subject to VSP's background check; including fingerprinting, and drug testing. Assigned Employees must not have a criminal history and must be insured. The VSP Form SP-3C Authorization for Release of Information must be completed along with the required fingerprinting (at no cost to the Contractor) by ALL VSP Facility assigned Contractor Personnel upon award of Contract and prior to beginning work at a VSP location. The background process is attached for reference only. The background process can take up to 4 weeks to complete. ***Only the Successful bidder will complete this process.***

(b.) The Contractor's personnel shall maintain a professional appearance and should wear a uniform/clothing that displays the Contractor's logo. A photo Identification Card worn/visible, will be acceptable in lieu of a uniform that displays the Contractor's logo. No shorts, cut-offs, or tank tops are permitted.

(c.) Do not attempt to access a locked or secured area unless under VSP escort.

B. HVAC Preventive Maintenance Service:

Location/Address for Preventative Maintenances:

***Division 2 / Culpeper
15148 State Police Road
Culpeper, VA 22701***

1. Preventive Maintenance shall be performed **quarterly** with the exceptions for specific equipment requirements as listed below under Equipment and PM Service Frequency.
2. Contractor shall commence preventive maintenance service on HVAC equipment within ten (10) days after Contractor personnel successfully passes' the VSP background as stated in the *Scope of Work, Paragraph A, Section 7*. The Contractor shall include but not be limited to the below listed items as the start point for preventive maintenance and as applicable to each piece of equipment:
 - a. Lubricate all motors and bearings;
 - b. Clean permanent filters and replace disposable air filters

(High efficiency pleated filters); Replacement of disposable filters may be executed under the provisions of the On-Call (Time & Material) part of the contract. Contractor shall submit copy of Distributors invoice to include the cost of filters for payment.

- c. Inspect all shafts and pulleys. Replace belts and adjust tension. Check for proper RPM;
- d. Check drain pan and line. Ensure that piping is intact and functioning properly. Clean the drain pan and piping, if required;
- e. Check evaporator and condenser coils (clean if required);
- f. Check refrigerant charge and adjust as required;
- g. Check thermostat and electrical controls and adjust if required;
- h. Check and tighten electrical connections for proper amperage. Replace worn or frayed connectors and wire;
- i. Check gas or oil burner/s and adjust if necessary;
- j. Check economizer/s and adjust if required;
- k. Check and clean humidifier/s if present;
- l. Ventilation Fans: Check, lubricate and adjust thermostat/s if required. Clean fan blades;
- m. Contractor shall check current HVAC Controls Software at each quarterly inspection and insure proper functionality and operation (as applicable).

Notes: If manufacturer's recommended service activities and frequency are different from those given above, the manufacturer's recommendations will govern.

- 3. Upon completion of the initial and all subsequent preventative maintenance services of the HVAC equipment, the contractor shall submit to the Contract Administrator a written report/assessment of the equipment only maintained by the preventative maintenance agreement as stated below. In the event that VSP request equipment list of all HVAC equipment by location, this shall be executed under the provision of the ON-Call (T& M) section of the contract at the hourly rate.
 - a. The manufacturer, model and serial number;
 - b. A detailed, narrative statement as to the condition of the

equipment indicating work that apparently has been performed previously and an estimate of the age of the equipment;

- c. Specific recommendations for any major needed repair or modification which may be required to ensure continued operation or may enhance the operation of this equipment. If none, so indicate. The Agency reserves the right to solicit other sources for any needed repairs and modifications or direct the contractor to proceed in accordance with the pricing schedule established for work performed on a time and material basis;
- d. A list of service items replaced for each 'listed' piece of equipment such as filter type, size, and number; drive belt size, type and number and any other information related to servicing the equipment.

Note: Submittal of the report is desired in a digital format and must be sent to the CA and Contact Officer within 30 day from initial and subsequent Preventative Maintenance Service of the contract.

4. **Equipment and PM Service Frequency :**

CHILLERS: Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three quarterly operational inspections;

- Air Cooled Scroll, Annual Preventive Maintenance;
- Air Cooled Scroll, Quarterly Maintenance;
- Water Cooled Centrifugal, Annual Maintenance;
- Water Cooled Centrifugal, Quarterly Maintenance;

BOILERS: Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and one semi-annual inspection;

- Annual Maintenance;
- Semi-Annual Maintenance;

RTU's (Roof Top Units/Package Units): Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three quarterly operational inspections;

- Annual Maintenance;
- Quarterly Maintenance;

SPLIT UNITS (Condenser + Air Handler): Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three quarterly operational inspections;

- Annual Maintenance;
- Quarterly Operational Inspections;

MINI-SPLIT UNITS (Condenser + Air Handler): Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three quarterly operational inspections;

- Annual Maintenance;
- Quarterly Operational Inspections;

WALL UNIT (ie. Bard): Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three operational inspections;

- Annual Maintenance;
- Quarterly Inspections;

PACKAGED HEAT PUMP: Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three operational inspections;

- Annual Maintenance;
- Quarterly Inspections;

VAV's: (Variable Air Volumes) Inspections shall be performed in accordance with manufacturer's recommendations but not less than four operational inspections;

EXHAUST FANS: Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three operational inspections;

- Annual Maintenance;

CONDENSING UNITS (Air Cooled and Split Condenser/Chiller Units): Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three quarterly operational inspections;

- Annual Maintenance;
- Quarterly Maintenance;

FURNACE (Gas or Oil): Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three operational inspections;

- Annual Maintenance;
- Quarterly Inspections;

PUMPS: Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three quarterly operational inspections;

- Annual Maintenance;

AHU's: (Air Handler Unit) Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three quarterly operational inspections;

- Annual Maintenance;
- Quarterly Inspections;

VFD's (Variable Frequency Drives): Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three quarterly operational inspections;

- Annual Maintenance;
- Quarterly Inspections;

FAN COILS: Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three quarterly operational inspections;

Annual Maintenance;

COOLING TOWER: Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and three quarterly operational inspections;

- Annual Maintenance;
- Quarterly Maintenance;

AIR DRYERS: Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and one semi-annual operational inspection;

AIR COMPRESSORS: Inspections and maintenance shall be performed in accordance with manufacturer's recommendations but not less than one annual inspection and one semi-annual operational inspection;

SUPPLY AIR DUCTS connected to all AHU's: Must be "spot-checked" at areas of fire dampers, supply air diffusers and filter returns for issues and maintained as need to ensure proper flow and safety.

Note:

Building Automation Systems: Building Automation Systems will be maintained by a third party contractor. The successful bidder and the third party contractor will coordinate appropriate services as they are identified based on the automation issues and mechanical issues. The successful bidder will be given the contact information of the third party contractor upon award of this contract.

All repairable work that is identified during the PM's and inspections in above equipment; must be submitted by proposal to the CA and approved prior to any work being performed. The proposal shall comply with On-call repair services labor and material costs as explained in section C. On-call (time & material) maintenance and repair service.

C. On-Call (Time & Material) Maintenance and Repair Service:

1. The contractor shall provide on-call repair service upon request of the Agency. Service calls can be placed by Contract Officer, CA, the Network Operations Center (NOC) for tower locations, CA's at the Division or area offices.
2. A 24/7 On-Call Service shall be required along with a mechanic, dispatched within 4-hours of a request for service. All work must be completed within a 24-hour period unless otherwise approved by the VSP CA. When possible, the VSP CA shall be presented with a detailed written estimate which shall include the contracted hourly rate and itemized material and parts at contractor cost prior to approval of any repair work done under this contract. The Agency reserves the right to solicit other sources if the Contractor's estimate does not appear fair and reasonable.
3. The contractor shall provide a clear and legible copy of the work order to the VSP CA, showing all work performed; indicating the date and time of arrival and departure at the facility and shall include copies of material invoice/receipts cost (If available at the time the services were performed). Otherwise, the materials receipts shall be submitted with the invoice). **No additional charges such as gas surcharges, travel or equipment/vehicle charges shall be allowed** Work orders shall have a statement that shall be signed by the contractor's representative, that work was performed. A copy of the work order shall accompany invoices for payment.
4. The contractor shall notify the VSP CA of any repairs which may be covered under the equipment manufacturer's warranty or may be considered to result from defects in the equipment prior to proceeding with any work.
5. All parts furnished under this contract shall be new and OEM or authorized replacement parts. Use of manufacturers rebuilt parts may be authorized by the Agency on a case-by-case basis, provided each part is warranted for the same period and under the same conditions as the new part. Used parts are strictly prohibited.
6. Cost of repair parts shall be the actual priced paid by the contractor to the manufacturer or distributor for the repair part. Each invoice submitted to the VSP CA for payment shall contain a copy of the Contractor's paid invoice/receipt for parts. This paid invoice/receipt

must contain the distributor's name, address and the line item amount paid by the contractor for the part/s. **TRUCK STOCK :** Screws, clamps, wire ties, tape, etc. may be listed on the invoice as Miscellaneous and do not require receipts.

7. Time and Material (T&M) Standard Hourly Rate for the first 12 months is the fixed hourly price, however, the 100 hours may be adjusted up or down to meet actual hours required to execute the Time and Material work during the contract period.

D. Work Hours & On Call Repairs:

1. Normal business hours for the Agency are from 8:00 a.m. to 5:00 p.m. Monday through Friday. All preventive maintenance service shall be performed during normal working hours unless otherwise directed by the CA. (The Agency will be closed on all State observed holidays and at times for inclement weather.)
2. Authorized repair work, on a time and material basis, performed outside of normal work hours shall be paid at the overtime labor hourly rate of one and one-half times the normal labor rate. Overtime work must be approved prior to work being performed by CA.
3. Contractor employees shall check in and out with the CA or designated representative during normal work hours. Work to be performed during non-working hours shall be coordinated with the CA or designee.

E. Contractor's Experience:

1. Contractor must have valid Contractor's A License through the Commonwealth of Virginia Department of Professional Occupational Regulation (DPOR).
2. The contractor and contractor's assigned personnel shall have sufficient experience, equipment and *proven* ability to interface with the existing HVAC software and hardware for the purposes of performing regular maintenance functions.
3. The contractor and contractor's assigned personnel shall have sufficient *proven* experience in the commercial mechanical, heating, air conditioning, temperature control, building automation, and components service business and demonstrate familiarity and knowledge with the existing equipment of same size and scope in this contract.

F. Contractor's Personnel:

1. All services shall be performed by service technicians who are qualified through factory or other training to work on the specific makes and types of commercial grade equipment to be repaired/serviced and are directly employed and supervised by the

contractor. Master HVAC tradesman shall supervise on-call repair services performed at location and any locations within the contract. The Agency reserves the right to reject contractor's service personnel who, in the judgment of the Agency, are not adequately qualified to perform the work.

2. Contractor employees shall have valid journeymen tradesman by the Commonwealth of Virginia (DPOR) to perform HVAC and related mechanical work.
3. The contractor shall provide a company contact and phone number for all inquiries and service calls during regular business hours and after regular business hours.
4. The contractor shall be responsible for the conduct and performance of the contractor's employees while on State Property. Contractor personnel shall show a valid ID, identifying themselves and the company in which they are employed.

III. Mandatory Pre-bid Conference/Site Visit :

MANDATORY PREBID CONFERENCE: A mandatory pre-bid conference will held at the location listed below. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders 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. Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 11:10 am (EST) at receptionist desk. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

To meet the Governor's Executive Order and will accommodate the required six feet apart spacing, regardless of vaccination status, face masks will be required

The **MANDATORY** Pre-bid conference Date, Time and Location Address follows:

Location Name: Division 2 / Culpeper

Address: 15148 State Police Road, Culpeper, VA 22701

Date: Monday, October, 25, 2021

Time: 11:00 am (EST)

IV. General Terms and Conditions

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

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

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

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, sexual orientation, gender identity, 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 the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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 bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

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

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

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
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 BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

N. **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.

O. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.

P. **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) for a minimum of 10 days.

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

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use

of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

R. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder 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.

S. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal 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 e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

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

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

U. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in US dollars.

V. **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.

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

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

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

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

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

V. Special Terms and Conditions

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD OF CONTRACT:** The Commonwealth will make the awards on the **Annual Grand Total** basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, 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.
4. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

5. RENEWAL OF CONTRACT:

This contract may be renewed by the Commonwealth for **4** successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **Other services in U.S City Average, All urban consumers, not seasonally adjusted : CUUR000SA367** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **Other services in U.S City Average, All urban consumers, not seasonally adjusted : CUUR000SA367** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

6. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (90) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

7. **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. Furthermore, the contractor and subcontractors shall maintain the required license throughout the term of the contract. The contractor or their subcontractor shall immediately notify the contracting agency in writing in the event the license has been revoked. (See Attachment "C ")

Contractor Name: _____

License # _____ Type _____

Subcontractor Name: _____

License # _____ Type _____

8. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$750,000 or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder shall place on the outside of the envelope containing the bid/proposal and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number: (See Attachment "C")

Licensed Class A Virginia Contractor No. _____ Specialty _____

Licensed Class B Virginia Contractor No. _____ Specialty _____

Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

9. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners 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.

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

From: _____
Name of Bidder _____ Due Date _____ Time _____

Street or Box Number _____ IFB No./RFP No. _____

City, State, Zip Code _____ IFB/RFP Title _____

DSBSD-certified Micro Business or Small Business No. _____

Name of Contract/Purchase Officer or Buyer Tammy Boyer/Procurement

11. **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.

12. **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, 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 does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

13. **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.

14. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :** (See Attachment " E")

A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder shall note such on the Small Business Subcontracting Plan. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

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

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

15. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

16. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar services of same size and scope have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. (See Attachment " B")

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

18. **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 and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid/proposal.

19. **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.

20. **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.

21. **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.

22. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form 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) (See Attachment "A") is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

23. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

24. **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.

VI. METHOD OF PAYMENT :

The Contractor shall submit invoices at the **end of the month** for only those services provided and as acceptable to VSP. The invoice shall be due for payment 30 days after the invoice is received or execution of the services, whichever occurs last. Invoices must include applicable purchase order number. Failure to do so may result in delay of payment or rejection of invoice. Payment Options: VSP may pay by check, electronic funds transfer (EFT), or with the Commonwealth's authorized procurement (charge) card.

REPORTS & INVOICING:

a. Preventive Maintenance Services:

- i. A written report (work Order) shall be submitted with each preventive maintenance service completed. This report shall be attached to the invoice and shall contain, as a minimum, the following information:
 1. Purchase Order Number (PO);
 2. Division/Location/Site where the work was performed;
 3. Facility where the equipment worked on is located;
 4. Specific Equipment Identification;
 5. Date and Time work began and ended;
 6. List of Tasks performed on the equipment;
 7. Detailed List of materials used (if none-so state);
- ii. Contractor shall leave a copy of the above report with the VSP-CA prior to leaving the Division/Location/Site where the work was performed.

b. On-Call (Time and Material) Services:

- i. A written report (work Order) shall be submitted with each On-Call (T&M) service completed. This report shall be attached to the invoice and shall contain, as a minimum, the following information:
 1. Purchase Order Number (PO);
 2. Division/Location/Site where the work was performed;
 3. Facility where the equipment worked on is located;
 4. Specific Equipment Identification;
 5. Date and Time work began and ended (include number of labor hours);
 6. List of Tasks performed on the equipment;
 7. Detailed List of materials used including manufacturer/distributor invoices (if none-so state);
- ii. Contractor shall leave a copy of the above report with the VSP-CA prior to leaving the Division/Location/Site where the work was performed.

c. INVOICING:

- i. All invoices shall be submitted directly to the VSP-CA at the Division/Location/Site where the work was performed and shall include legible copies of reports/work-orders and materials receipts. Preventive Maintenance Invoices shall be submitted on a quarterly basis. On-Call (T&M) Invoices shall be submitted at the completion of each service call.

ii. The Invoice shall contain (as a minimum) the following information:

1. Purchase Order Number (PO);
2. Division/Location/Site where the work was performed;
3. Facility where the equipment worked on is located;
4. Specific Equipment Identification;
5. Date of Invoice;
6. Date and Time work began and ended (include number of labor hours);
7. Itemized list of 'costs';
8. Invoice sub-total/s and total cost;
9. Company name, address and contact information.

NOTE: The Department does not assume responsibility for any understandings reached or representations made by any of its officers or agents concerning conditions which can affect the work done before the execution of a contract, unless that understanding or representation is expressly stated in the contract. Bidders are reminded that all questions and any answers provided by the Department must be done through the VSP Contract Officer. Any changes to the IFB will be issued in the form of an addendum.

VII. PRICING SCHEDULE

HVAC/ Mechanical Preventative Maintenance and On-Call Services / 156-22-047

Site Location : Division 2 / Culpeper

Any bid which does not include pricing for every item/line requested shall be deemed nonresponsive; N/A or a blank line item bid price shall be considered nonresponsive.

The Bidder agrees to provide the goods and services in compliance with the scope of work/specifications, terms, and conditions listed herein at the following pricing. In case of arithmetic errors, unit prices shall govern. All invoices submitted and paid shall be based on a monthly basis. By signing this Pricing Schedule, I certify that I have visited/inspected the VPS location for this bid.

Item # 1.

Total Quarterly Cost for (4) four - HVAC Preventative Maintenances Services as required by I. Scope of Work , Section B. (all inclusive):

\$ _____ per QUARTER (x) 4 Preventative Maintenances Services = \$ _____;

Item # 2.

"On Call" Service Per Hour Rate as required by I. Scope of Work, Section C.
(See V. Special Terms and Conditions, paragraph 20, for T&M invoicing details)

\$ _____ (x) 100 Hours (estimated) = \$ _____;

Item # 3.

ADD Item # 1 total and Item # 2 total to calculate Annual Grand Total for location listed below.

ANNUAL Preventative Maintenance and On-Call Services GRAND TOTAL:

_____ Dollars

(\$ _____)
(Grand Total Printed Amount)

Company _____

Company Officer Name _____

Company Office Signature _____ Date _____

RETURN WITH BID DOCUMENTATION / REQUIRED

Attachment "A"

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information.

The bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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

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

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

Company: _____

Authorized Signature: _____

Printed Signature: _____

Date: _____

MUST BE COMPLETED, ATTACHED OR RETURNED WITH BID DOCUMENTS

Attachment "B"

VENDOR DATA SHEET

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

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

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: _____

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

A. Company: _____ Contact: _____

Phone: (____) _____ email address _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company _____ Contact: _____

Phone: (____) _____ email address _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ email address _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: (____) _____ email address _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

MUST BE COMPLETED, ATTACHED OR RETURNED WITH BID DOCUMENTS

Attachment "C"

DPOR Certification / License

I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified. Furthermore, the contractor shall maintain the required license throughout the term of the contract. The contractor shall immediately notify the contracting agency in writing in the event the license has been revoked.

Contractor License Information :

Contractor Name/DBA : _____

DPOR Contractor License # _____

Type/Specialty _____

Class _____

Expiration Date _____

Tradesman License Information :

Tradesman Name: _____

Tradesmen License # _____

Specialties: _____

Expiration Date: _____

Contractor Representative Name : _____

Title : _____

Signature : _____

Date: _____

This form must be returned with bid documents

Attachment "D"

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to include this document with their bid response in order to be considered responsive.

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

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

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ **Certification Date:** _____

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

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

Subcontract #1

Company Name: _____ **SBSD Cert #:** _____

Contact Name: _____ **SBSD Certification:** _____

Contact Phone: _____ **Contact Email:** _____

Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Must Be Returned with Bid Documents

Attachment "E"

DIVISION TWO - CULPEPER

ON-CALL T&M SERVICE LOCATIONS

<i>Facility Type</i>	<i>Area</i>	<i>Area Name</i>	<i>Address</i>	<i>Contract Administrator</i>	<i>Contact Number</i>
Division	2	Culpeper	15148 State Police Road, Culpeper, VA 22701	Sgt. Connie Spradlin	540-829-7708
Area Office	5	Fredericksburg	3804 Loren Drive, Fredericksburg, VA 22408	F/Sgt Keith Hairston	540-891-4108
Area Office	12	Warrenton	1233 Bingham Road, Warrenton, VA 20187	F/Sgt Michael Woodward	540-347-6425
Area Office	13	Winchester	3680 Valley Pike, Winchester, VA 22602	F/Sgt Jonathan Smith	540-662-3313
Area Office	14	Edinburg	18627 Old Valley Pike, Edinburg, VA 22824	F/Sgt Douglas Adams	540-459-5134
Area Office	15	Culpeper	153139 State Police Road, Culpeper, VA 22701	F/Sgt Calvin Faudree	540-829-7416
Area Office	16	Harrisonburg	801 Acorn Drive, Harrisonburg, VA 22802	F/Sgt Brian Breeden	540-434-8593
		**	ALL Satellite Offices within Division Area (as needed)		
		***	ALL TOWER LOCATIONS/SITES within Division Area (as needed)		

Commonwealth of Virginia 2021 Pay and Holiday Calendar Revised October 2020

State Holidays

January 1
New Year's Day
January 18
Martin Luther King, Jr. Day
February 15
George Washington Day
May 31
Memorial Day
June 18
Juneteenth (Observed)
July 5
Independence Day (Observed)
September 6
Labor Day
October 11
Columbus Day & Yorktown Victory Day
November 2
Election Day
November 11
Veterans Day
November 24
4 hours additional holiday time
November 25
Thanksgiving
November 26
Day After Thanksgiving
December 23
8 hours additional holiday time
December 24
Christmas (Observed)
December 31
New Year's (Observed)

Please note: In some agencies, the holiday and payday schedule may vary from what is shown here. If you have questions, see your agency human resources officer.

Denotes Payday ☐

Denotes Holiday ☐

Denotes Additional Time Off ☐ 8 hrs ☐ 4 hrs

Denotes Payday on Holiday or Time Off ☐ ☐

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Published by Commonwealth of Virginia October 2020



January

S	M	T	W	T	F	S
					①	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October

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					1	2
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

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	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

May

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						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

March

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

September

S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Criminal History Record Name Search Request and Fingerprinting Procedure

VSP Contractor Instructions

Criminal History Record/Background

Individual to complete the following form:

Form/ SP-3C Authorization for Release of Information – must be notarized

Send completed form(s) to Buyer Specialist: Virginia State Police, Attn: Tammy Boyer/Procurement Dept., 7700 Midlothian Turnpike, North Chesterfield, VA 23235

Fingerprinting

Once completed forms are sent/submitted to Buyer Specialist (Tammy Boyer), Individual is instructed to contact nearest area office or division to schedule a time to fingerprint.

Prior to scheduled time, please review Virginia State Police website online to determine the required identification needed for fingerprinting.

Please note: each area office has a different fingerprinting process.

1. The area office or division may send the individuals fingerprinting to Buyer via interoffice mail
2. The area office or division may give the individual his/her fingerprint card, If the individual is given their fingerprint card – PLEASE MAIL TO BUYER at Virginia State Police, Attn: Tammy Boyer/Procurement Dept. , 7700 Midlothian Turnpike, North Chesterfield, VA 23235

Results

Buyer will contact Contractor once the individual has cleared background investigation.

AUTHORIZATION FOR RELEASE OF INFORMATION

TO: Any Doctor, Hospital, Medical Association, U. S. Armed Forces, Maritime Service, Veterans Administration, or Any Academic Dean, Registrar, Principal, Guidance Counselor, other authorized person at a school (college, business, trade or high school) or
Any past or present Employer, Credit Bureau or Retail Merchant's Association, Bank, Financial Institution or any other Credit Extending Agency, or any other State, Federal, County, or City Agency or Municipality

I, _____ (_____)
Name Maiden Name

Address _____
Street or Road City or Town State Zip Code

have applied for a position requiring access to Virginia Department of State Police secure facilities. I am aware that my entire background is to be investigated. I hereby authorize and request the release of any and all information you have concerning me (including a transcript of any academic record) to the Department of State Police or its agent upon presentation of this release or copy hereof. I further understand that any information provided to the Department of State Police may be shared with my employer, _____.

I am further aware that this investigation may not begin or be concluded for an undetermined amount of time after the execution of this document and I authorize this document to be recognized as valid until such time as my background investigation has been completed. I understand that my fingerprints will be retained by the Department of State Police for the duration of my services.

I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees, from and against all claims, losses and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.

Driver's License Number _____ State _____

Armed Forces Service or Serial Number, if any _____

Veterans Administration Claim Number, if any _____

Social Security Number _____ Date of Birth _____

DO NOT FILL IN FIELDS BELOW THIS LINE UNTIL IN THE PRESENCE OF A NOTARY PUBLIC

Given under my hand this _____ day of _____

Signature (sign before Notary only)

Commonwealth of Virginia, County/City of _____

This day _____ personally appeared before me and acknowledged his/her signature to the above statement.

My commission expires on the _____ day of _____

Notary Registration Number

Notary Public

Release of information subject to this Authorization is not in conflict with the Fair Credit Reporting Act, Public law 91-508, nor Virginia Statutes relating to the Privacy Protection Act.

Division 2 / Culpeper - UNVERIFIED LIST

QTY	Description	Type	Tonnage
1	Split System	Heat Pump	< 5
1	Split System	Heat Pump	< 5
1	Split System	Heat Pump	< 5
1	Ductless Split	Heat Pump	
1	Ductless Split	Heat Pump	
1	Ductless Split	Heat Pump	
1	Split System	Heat Pump	10
1	Split System	Heat Pump	10
1	Split System	Heat Pump	7
1	Split System	Heat Pump	25
1	Self Contained	Bard	
1	Self Contained	Bard	
18	VAV - Electric Re-heat		<2000
1	Exhaust Fan	Gemini	1 hp
1	Exhaust Fan	Gemini	1 hp
1	Exhaust Fan	Gemini	1 hp
1	Exhaust Fan	Gemini	1 hp