

Terms & Conditions ~ Apply To All Solicitations

1. **COMMONWEALTH OF VIRGINIA PUBLIC PROCUREMENT ACT:** All solicitations are subject to the provisions of the Commonwealth of Virginia Public Procurement Act, including any revisions thereto in effect at the time of this Invitation for Bid.
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all federal, state and local laws, rules and regulations that are applicable to this solicitation and any resulting contract.
3. **ANTI-DISCRIMINATION:** By submitting their bid, bidders certify to SPSA 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 an award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).
 - (a) During the performance of the contract, the contractor agrees as follows:
 - (i) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (ii) 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.
 - (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- (b) The contractor will include the provisions of clause (a) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each applicable subcontractor or vendor.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid, bidders certify that their bid is 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.
 5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with SPSA, the contractor certifies that the contractor does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
 6. **DEBARMENT STATUS:** By submitting their bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 7. **MANDATORY USE OF SPSA FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official SPSA 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, SPSA 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, SPSA 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.
 8. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications in this IFB or other solicitation documents, the prospective bidder should contact SPSA's Purchasing Department, via email at purchasing@spsa.com, no later than five (5) working days before the due date for bids. Any revisions to the solicitation will be made only by addendum issued by SPSA.
 9. **PAYMENT:**
 - (a) To Prime Contractor:
 - (i) 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 SPSA contract number and/or purchase order number.

- (ii) 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.
 - (iii) All goods or services provided under this contract or purchase order, that is to be paid for with public funds, shall be billed by the contractor at the contract price.
 - (iv) The postmark date in all cases shall be deemed to be the date of payment.
 - (v) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, SPSA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.
- (b) To Subcontractors:
- (i) A contractor awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from SPSA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify SPSA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - (ii) 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 SPSA, 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 SPSA.
- (c) SPSA recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables

program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. Payment(s) made through the ePayables are processed every two weeks as compared to monthly in the form of a check. Contractor should let SPSA know if capable of accepting credit card payment(s) and SPSA will assist in enrolling contractor in the Bank of America's ePayables Program ensuring faster payment transactions.

10. **QUALIFICATIONS OF BIDDERS:** SPSA may make such reasonable investigations as deemed proper and necessary to determine the ability of each bidder to perform the services solicited by this IFB, and the bidder shall furnish to SPSA all such information and data for this purpose as may be requested. SPSA reserves the right to inspect each bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. SPSA further reserves the right to reject any bid if the evidence submitted by, or investigations of, a bidder fails to satisfy SPSA that such bidder is sufficiently responsible to carry out the obligations of the contract and to provide the services contemplated therein.
11. **TESTING AND INSPECTION:** SPSA reserves the right to conduct any test/inspection it may deem advisable to ensure that goods and services provided under the contract conform to specifications.
12. **ASSIGNMENT OF CONTRACT:** The contract shall not be assignable by the contractor in whole or in part without the written consent of SPSA.
13. **CHANGES TO THE CONTRACT:** 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 any such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
14. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, SPSA, 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 SPSA may have.
15. **TAXES:** Sales to SPSA are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
16. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in

its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable SPSA to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

17. **INSURANCE:** By signing and submitting a bid 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. The bidder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
- (a) Employers' Liability and 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 SPSA 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.
 - (b) 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. SPSA must be named as an additional insured and so endorsed on the policy.
 - (c) Automobile Liability - \$1,000,000 combined single limit. Contractor must assure that the required coverage is maintained by the contractor (or third party owner of such motor vehicle.)
18. **DRUG-FREE WORKPLACE:** During the performance of the 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 applicable 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.

19. **NONDISCRIMINATION OF CONTRACTORS:** No bidder or contractor shall be discriminated against in the solicitation or award of any contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or contractor employs ex-offenders unless SPSA makes a written determination that employing ex-offenders on the contract is not in its best interest. If the award of the contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to the contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, SPSA 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.
20. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that SPSA shall be bound hereunder and under the contract only to the extent of the funds available or which may hereafter become available for the purpose of the contract.
21. **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 SPSA 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. SPSA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.



Contractor Safety Requirements