



***EASTERN STATE HOSPITAL  
4601 Ironbound Road  
Williamsburg, Virginia 23188***

**Request For Proposals # 704-R23118**

**Window Curtains for Cavey Center**

**Proposals can be submitted through RFx ID# BPM084423**

**Issue Date: 2/11/2026**

**Electronic Proposals Shall be Received Until 2/11/2026 at 3:00 PM Local Time**

**ALL SUBMISSIONS ARE TO BE UPLOADED VIA THE eVA PORTAL FOR CONSIDERATION TO THIS SOLICITATION. NO MAILED, FAXED, OR HAND-DELIVERED SUBMISSIONS WILL BE ACCEPTED:**

**Proposals are not allowed to be received after the appointed date and time and therefore will not be considered for an award.**

**The time of receipt shall be determined by the electronic time uploaded into eVA. Offerors have the sole responsibility for assuring that bids are entered in their entirety by the designated date and time.**

Offerors must be registered in eVA in order to submit and upload an electronic proposal within eVA. The following are instructions for submitting an electronic offer:

1. Go to <https://eva.virginia.gov/>;
2. Click on [I SELL TO VIRGINIA](#);
3. Click on [eVA Supplier Training](#), and
4. Click on [Viewing and Responding to Solicitations](#). If an Offeror needs assistance submitting an electronic response, they must contact eVA Customer Care at 866-289-7367 or email [eVACustomerCare@dgs.virginia.gov](mailto:eVACustomerCare@dgs.virginia.gov) in ample time prior to the closing date and time to ensure the offer is received by the required date and time.

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in APSPM PIM 45 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.**

## OFFEROR SUBMISSION INSTRUCTIONS

1. No exceptions may be taken or substitution of other terms to the General & Special Terms and Conditions.
2. Offers must:
  - Be submitted via eVA by the Due Date and Time stated on page 1; **(3/23/2026 at 3:00 PM Local Time)**
  - Be signed, dated, and completed with all requested offeror information at the bottom of page 3.
3. A complete bid must be submitted to include the following:
  - **RFP Header Page 3** (completed as stated in 2 above);
  - **Pricing Schedule, (To be Filled Out in eVA with proposal documentation uploaded) Example on Page 27-28**
  - Attachment A, **Proposal Form (To be Uploaded into eVA) Pages 26-28**
  - Attachment B, **Small Business Contracting Plan (To be Uploaded into eVA) Pages 29-30**
  - Attachment C, **State Corporation Commission Form. (To be Uploaded into eVA) Page 31**
  - Attachment D, **Proprietary-Confidential Information Identification (To be Uploaded into eVA)**

**COMPETITIVE INVITATION FOR PROPOSALS**

**Issue Date:** 2/11/2026

**Title:** 704-R23118 – Curtains for Cavey Center

**Commodity Code:** 26520 - Curtains, Draperies, and Scarves  
26530 - Curtain and Drapery Hardware: Hooks, Rods, etc.  
26564 - Recycled Drapes, Curtains, and Upholstery Material  
85522 - Curtains, Cycloramas, Draperies, Drops, etc.  
91011 - Drapery and Curtain Installation, Maintenance and Repair  
91012 - Drapery and Curtain Fabrication Services  
93688 - Upholstery and Drapery Maintenance and Repair (Including Cleaning)  
97732 - Drapery and Curtain Rental or Lease  
26540 - Material, Drapery

**Issuing Agency:** EASTERN STATE HOSPITAL  
4601 IRONBOUND ROAD  
WILLIAMSBURG, VIRGINIA 23188-2652

**Period of Contract:** From Date of Award for one year.

**Electronic proposals will be Received Until 3/23/2026 at 3:00 PM local time for Furnishing the Goods/Services Described Herein. Proposals will be opened on 3/23/2026 at 3:01 PM local time.**

All Inquiries for Information Should Be in Writing and Directed To: Brian Frost, VCA, [brian.frost@dbhds.virginia.gov](mailto:brian.frost@dbhds.virginia.gov).  
No Questions from offerors will be received after 3/9/2026, 1:00 PM.

**PROPOSALS ARE TO BE UPLOADED IN THE eVA PORTAL. NO MAILED OR HAND DELIVERED RESPONSES WILL BE ACCEPTED.**

In Compliance With This Request for Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services At The Prices As Indicated In Pricing Schedule.

\*Virginia Contractor License No. \_\_\_\_\_ \*DSBSD-certified Small Business No. \_\_\_\_\_

Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

**Name and Address of Vendor:**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature in Ink)

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

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

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

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

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<b>ATTACHMENTS</b>	
A.	PROPOSAL FORM*
B.	SMALL BUSINESS SUBCONTRACTING PLAN*
C.	STATE CORPORATION COMMISSION FORM*
D.	PROPRIETARY-CONFIDENTIAL INFORMATION IDENTIFICATION*

**\*MANDATORY TO BE SUBMITTED IN EVA.**

**I. PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of one or more blackout window curtains for the Cavey Center by Eastern State Hospital (ESH). Patients and staff are unable to see projected and displayed images due to excess natural light.

Eastern State Hospital in Williamsburg, Virginia is an agency of the Commonwealth of Virginia.

**II. BACKGROUND:**

Eastern State Hospital, located in Williamsburg, Virginia, was founded in 1773 with a well-intentioned emphasis on community focused mental health care. The Hospital is situated on approximately 500 acres and consists of two patient care buildings, and a staff of over 900 to care for the 300 patients. Eastern State Hospital is part of The Department of Behavioral Health and Developmental Services system and is accredited by the Joint Commission. Anyone having concerns about the safety or quality of care provided in the hospital may report these concerns to the Joint Commission without fear of negative repercussions. The Joint Commission may be contacted via their website, or their hotline at 1-800-994-6610. ESH promotes a healthy environment. Therefore, the facility and surrounding campus is **tobacco-free**. The facility is monitored by a video surveillance system. Additional information about ESH is available at <https://dbhds.virginia.gov/facilities/esh>

**III. TERM OF CONTRACT AND RENEWAL OPTIONS:**

The initial term of this contract shall be for one year from the date of award with one or more sets of curtains ordered during that period from the awarded Contractor. There are no renewals.

**IV. STATEMENT OF NEEDS****A. REQUIREMENTS**

1. ESH needs at least one set of window curtains for the Cavey Center with the following general specifications provided as guidance:
  - Window Dimensions: 60” Width, 50” Height
  - Ripple fold
  - Obscure blackout or white backing (lining)
  - Stiffeners for baton draw
  - Wall mount
  - Width: 3 inches
  - Finished width: 71.3 inches
  - Finished length: 70.5 inches
  - 80% fullness with 3-inch return and overlap
  - Considered color options:
    - Turquoise (light and dark)
    - Dark brown
    - Beige
    - Grays

- Mustard
- 2. The following items must be detailed in the proposed specifications:
  - a. A complete set of instructions on how to install the curtains.
  - b. Actual dimensions of curtains at full open and closed (drawn) positions.
  - c. Materials to be used for closure including the percentage of any recycled content if applicable).
  - d. Locking mechanism for closure (if applicable).
  - e. STC (sound transmission class) rating (if applicable).
  - f. Colors of the curtains with high quality digital swatches provided with proposal submission.
  - g. Care and keep details.
  - h. Warranty details.



## **B. DELIVERABLES**

1. The awarded Contractor shall:
  - Produce at least one set of the final products meeting the desired specifications provided by the Contractor including:
    - Color
    - Size
    - Weight
    - All hardware necessary for installation.

## **V. PROPOSAL PREPARATION**

### **1. OFFEROR SUBMISSION REQUIREMENTS**

This solicitation is a RFP. ESH will only accept proposals electronically through eVA. Proposals will be received until the closing date and time specified in the solicitation. It is the Offeror's responsibility to ensure that proposals are received timely. The eVA system allows for the secured and sealed electronic submission of proposals. Proposals submitted elsewhere will not be accepted. Mailed, faxed or emailed proposals will not be accepted.

Offerors are solely responsible for reviewing, complying, and returning a complete and responsive proposal. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted. In order to be considered for selection, Offerors should submit a complete response to this RFP. There must be:

- One signed original proposal in pdf format, including all Attachments.
- One signed copy of proposal in pdf format, including all Attachments, redacting any proprietary information, if applicable (must be labeled REDACTED COPY).
  - The classification of an entire proposal document, prequalification application, line-item prices and/or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror refuses to withdraw an entire classification designation, the proposal will be considered nonresponsive and will be rejected.

If ESH issues an addendum to the solicitation, Offerors must re-submit their proposal after the addendum is issued. Any proposal(s) submitted before an addendum is issued will require the offeror to resubmit their proposal in order to be considered or evaluated.

### **2. PROPOSAL PREPARATION**

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP.

It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which

the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Proposals font should be Times New Roman; the font size should be 12, the ink color should be black, and the spacing should be single. The proposal, excluding the length of the required attachments, shall not exceed 75 pages measuring 8.5" x 11".
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary (**see Attachment D**). The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

### **3. ORAL PRESENTATION**

**A.** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency with any relevant samples, props, or swatches necessary for the presentation. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

1. Any Offeror requested to provide an oral presentation at ESH must have valid State of Federal recognized identification.

### **B. SPECIFIC PROPOSAL INSTRUCTIONS**

Proposals should be as thorough and detailed as possible so that the ESH may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. A written narrative statement to include:

- a. Background information about the Offeror including: its size, number of employees, and annual volume of business.
  - b. Experience in providing the services described herein.
  - c. Resumes of staff to be assigned to the project.
2. Specific plans for providing the proposed services including:
- a. A plan of operation to achieve the objectives as defined in Section IV: Statement of Needs.
  - b. A plan including a narrative and timeline for the goods and services.
  - c. What, when and how the service will be performed.
  - d. Time frame for completion/implementation (if not otherwise specified by the agency in the statement of work).
3. Attachments
- Attachment A – Proposal Form
  - Attachment B – Small Business Sub-Contracting Plan
  - Attachment C – State Corporation Commission Form
  - Attachment D – Proprietary-Confidential Information Identification

**VI. EVALUATION AND AWARD CRITERIA****A. EVALUATION CRITERIA**

Proposals shall be evaluated by the DBHDS using the following criteria:

<b>SERVICES</b>	<b>POINT VALUE</b>
Completeness of Proposal	20%
Specific plans or methodology to be used to perform the services	20%
Price	20%
Experience and qualifications of personnel assigned to perform the services	10%
Small Business Subcontracting Plan	20%
References from other clients	10%
<b>TOTAL</b>	<b>100%</b>

**B. AWARD**

Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal if so requested by the Commonwealth. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**VII. REPORTING AND DELIVERY INSTRUCTIONS**

A. The first full week following the award, the contractor shall provide a weekly progress report to the Contract Administrator outlining the following:

1. The specific accomplishments achieved during the reporting period.
2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
3. The projected completion dates for the remaining specific tasks required by the contract.

B. Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final product to the Contract Administrator.

C. At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final product to the Contract Administrator. The agency shall have the

right to modify and/or to require additional elaboration as it deems necessary to ensure a comprehensive and thorough written study of all work required by the contract.

- D. The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the agency.

#### **VIII. CONTRACT ADMINISTRATION:**

Upon award, ESH will designate a Contract Administrator authorized to administer all work performed in conjunction with this contract. The Contract Administrator shall advise the Contracting Officer of the quality, acceptability, and fitness of all aspects of the services performed under the Section IV Statement of Needs. The Contract Administrator and the Contracting Officer will decide all other questions in connection with the services. The Contract Administrator shall have no authority to approve changes in the Scope of Contract, or changes which call for an extension of time, or a change in the contract terms or prices. Any contract modifications must be authorized by the Contracting Officer and issued as a written amendment to the contract.

#### **IX. OPTIONAL PRE-PROPOSAL CONFERENCE:**

An optional site visit will be held on Thursday, February 26th, 2026, at 1:00 PM EST, Eastern State Hospital, Kline Conference Room, AMHTC, BLDG #2, 4601 Ironbound Road, Williamsburg, VA 23188-2652. If special ADA accommodations are needed, please contact Brian Frost by email at [brian.frost@dbhds.virginia.gov](mailto:brian.frost@dbhds.virginia.gov) by Monday, February 23rd, 2026 at 1:00 PM.

Pre-registration is **required** and is available here: [Pre-registration link](#).

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are highly encouraged to attend. Have a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation for all potential offerors to review.

## X. GENERAL TERMS AND CONDITIONS (PIM 45)

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [eva.virginia.gov](http://eva.virginia.gov) under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender 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, veteran status, status as military family, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
  - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:

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

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

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

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or

hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

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

1. **(For Request For Proposals)**: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

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

J. **PAYMENT**:

1. **To Prime Contractor**:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or 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 OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such

offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the 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.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors 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 offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

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

T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA ([eva.virginia.gov](http://eva.virginia.gov)) for a minimum of 10 days.

U. **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.

V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND**

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

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

X. **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.

Y. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of proposals.

Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

AA. **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.

- BB. **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.

- CC. **CONTRACT EXTENSIONS:** In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.
- DD. **FORCED OR INDENTURED CHILD LABOR:** Applicable in all solicitations and contracts over \$10,000:

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

For the purposes of this section, “*forced or indentured child labor*” means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any

person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

## XI. SPECIAL TERMS AND CONDITIONS (PIM 45)

- 1). **AUDIT**: All Parties 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**: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal if so requested by the Commonwealth. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
  
- 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 at least one purchase order(s) with the applicable eVA transaction fee assessed for each order.
  - A. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA eProcurement Program and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or Punch-Out Catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog and/or Punch-Out Catalog Specification. For further information and details please email: [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).
  
- 5). **RENEWAL OF CONTRACT**: There are no renewal provisions.
  
- 6). **BEST AND FINAL OFFER (BAFO)**: At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the

information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

- 7). **OFFER ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for (60) days. At the end of the days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- 8). **OFFER PRICES:** Offer shall be in the form of a firm unit price for each item during the contract period.
- 9). **DELIVERY:** Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the offeror. The Agency requires the offeror to deliver within a reasonable time after ARO. If the offeror does not insert a stated delivery time in the blank below, the offeror will be deemed to offer delivery in accordance with the Agency's desired delivery time as stated below:

Agency's desired delivery time: **sixty (60)** calendar days ARO

- 10). **EXTRA CHARGES NOT ALLOWED:** The offer line item price shall be for complete delivery ready for the Commonwealth's use, and shall include all applicable freight, shipping, or delivery charges; extra charges, including credit card fees, will not be allowed.
- 11). **FLAME RETARDANT CERTIFICATE:** Each bidder/offeror shall submit a certification in writing with their bid/proposal that all materials used in fabricating draperies or curtains are inherently flame retardant or have been treated to meet NFPA Standard 701 (latest version), large or small scale test.
- 12). **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.
- 13). **SAFETY DATA SHEETS:** Safety Data Sheets and descriptive literature shall be provided with the bid/proposal for each chemical and/or compound offered. Failure on the part of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as nonresponsive/eliminated from further consideration.
- 14). **OPTIONAL PREPROPOSAL CONFERENCE:**  
An optional site visit will be held on Thursday, February 26th, 2026, at 1:00 PM EST, Eastern State Hospital, Kline Conference Room, AMHTC, BLDG #2, 4601 Ironbound Road, Williamsburg, VA 23188-2652. If special ADA accommodations are needed, please contact Brian Frost by email at brian.frost@dbhds.virginia.gov by Monday, February 23rd, 2026 at 1:00 PM.

Pre-registration is required and is available here: [Pre-registration link](#).

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are highly encouraged to attend. Have a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation for all potential offerors to review.

- 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). **PRODUCT INFORMATION:** The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- 17). **USE OF RECYCLED MATERIALS:** Notwithstanding the prohibition against used, damaged or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. Please provide the following information in this regard:
1. Do any of the goods offered contain recycled materials? \_\_\_\_ Yes \_\_\_\_ No.
  2. If so, please qualify the recycled material content. \_\_\_\_\_.
- 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 **SHALL** be furnished with the proposal.
- 19). **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- 20). **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

21). **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a “tariff”), on an imported good that results in an increase in contractor’s costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor’s payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material).

The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor’s books, accounts, and other records related to this Agreement and contractor’s costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor’s agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth’s convenience upon 15 days’ written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

- 22). **ENERGY-EFFICIENT AND WATER-EFFICIENT GOODS**: When an agency or institution receives two or more bids for products that are Energy Star certified, meet the Federal Energy Management Program (FEMP) designated efficiency requirements, appear on FEMP's Low Standby Power Product List; or are WaterSense certified, the agency or institution shall only select among those bids.
- 23). **PLASTIC MATERIALS**; Bidders must identify whether their plastic materials contain recycled materials and, if so, specify the amount of recycled content in such plastic materials.

**ATTACHMENT "A" BID FORM**

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 three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
  - A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_  
Value: \$ \_\_\_\_\_
  - B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_  
Value: \$ \_\_\_\_\_
  - C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_  
Value: \$ \_\_\_\_\_

**SOLICITATION EVALUATION PROCEDURES:** Solicitations will be evaluated based on the lowest price from responsive, responsible offerors, and delivery time frame.

**FILL OUT THE FOLLOWING IN eVA IN THE GRID AND ENTER BID PRICING ELECTRONICALLY**

**Section A-1. Total Not-To-Exceed Price and Hours**

Deliverable Number	Deliverable Description	Total Costs	Hours
1	Curtains (Per Set)	\$	
	<b>TOTAL:</b>		

**Section B-1. Offeror’s Labor Costs for Deliverable #1**

LABOR COSTS <sup>1</sup>			
Position/Title	Hourly Rate	Hours	Price
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>TOTAL LABOR COSTS</b>			
<b>(Add totals in far right column and transfer total to appropriate line on Schedule A-1):</b>			
<b>Note 1:</b> Utilizing the staffing positions and associated rates listed in Schedule C-1, the Offeror shall update this table with all staffing to be utilized in the performance of the contract. As an option, Offerors may elect to document one hourly rate that will be applied to the not-to-be-exceed total hours proposed by the Offeror to complete the activities associated with the deliverable			

**Section C-1. Offeror’s Hourly Rates for Staff to be utilized in the Performance of the Contract**

Position/Title <sup>1</sup>	Hourly Rate <sup>2</sup>
Personnel	\$
Fringe Benefit	\$
Travel	\$
Equipment	\$
Supplies	\$

Contractual	\$
Other	\$
Indirect	\$

**Note 1:** Offeror shall complete Schedule C-1 with identified position/titles within their organization and the associated hourly rates utilized during the performance of this contract. Positions/titles within an Offerors organization may vary from those listed and Offeror should update as appropriate.

**Note 2:** The employee’s hourly rates should be fully burdened to incorporate all additional costs, such as taxes, benefits, supplies, and other overhead costs.

*“Any bidder who enters \$0 on a pricing blank or leaves it blank MAY be considered nonresponsive.”*

**INVOICE SHALL LIST PURCHASE ORDER NUMBER AND DATE OF SERVICE.**

The Commonwealth of Virginia payment terms are **NET 30**. If your company offers a fast (prompt) payment discount please include here: Payment terms: \_\_\_\_\_

6. **ADDENDUM ACKNOWLEDGMENT:** I/we acknowledge receipt of the following addenda: (if any issued)

Addendum No.:	Dated:
Addendum No.:	Dated:

7. **SMALL PURCHASE CHARGE CARD PROGRAM:** Are you currently a VISA vendor and will you accept VISA credit cards for payment of goods and services on this contract?

Yes  No

ATTACHMENT "B"  
SMALL BUSINESS SUBCONTRACTING PLAN

**Definitions**

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

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

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

**All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business & Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through SBSD online at [sbsd.virginia.gov](http://sbsd.virginia.gov) (Customer Service).**

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

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

**Instructions**

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) a small business, complete only Section A of this form. This shall not exclude DSBSD -certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- 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 in Section B.

**Section A**

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a (check only one below):

\_\_\_\_\_ Small Business

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

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

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

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

**Section B**

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: \_\_\_\_\_ SBSB Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSB Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**ATTACHMENT "C"**  
**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):

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

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

Print

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

Name of Firm: \_\_\_\_\_