

HRSD GENERAL TERMS AND CONDITIONS

- A. Anti-Discrimination:** By submitting their bids/proposals, Bidders/Offerors certify to HRSD 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 the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with HRSD to account for the use of the funds provided; however, if the faith-based organization segregates HRSD funds into separate accounts, only the accounts and programs funded with HRSD funds shall be subject to audit by HRSD, (*Code of Virginia*).

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 or national origin, except where religion, sex or national origin 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 non-discrimination 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.
 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 Contractor.
- B. Anti-Trust:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to HRSD all rights, title and interest in and to all causes of the 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 HRSD under said contract.
- C. Applicable Law 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 applicable federal, state and local laws and regulations.
- D. Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of HRSD.
- E. Authorized Distributors/Service Representatives:** When submitting bids/proposals for proprietary items/services, all Bidders/Offerors shall certify in writing, upon request, that their company is an authorized manufacturer's representative.
- F. Changes:** By written notice to the Contractor, HRSD may from time to time make changes, within the general scope of the contract, in the goods or services to be provided by the Contractor, the method of shipment or packing, or the place of delivery or the place

of performance. The Contractor shall promptly comply with the notice and shall make all subsequent shipments of goods and performance of services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance or the time required for performance, an equitable adjustment in the contract price and/or the time allowed for performance of the contract shall be negotiated and the contract modified accordingly by written supplemental agreement. Any claim by the Contractor for adjustment under this clause must be asserted by written notice to the purchasing agent within (30) days from the date of receipt by the Contractor of the change notice. If the parties fail to agree to an adjustment, the question of an increase or decrease in the contract price or time allowed for performance shall be resolved in accordance with the procedures for resolving disputes provided by the disputes clause of the contract or, if there is none, in accordance with the disputes provisions of HRSD procurement manual. Neither the existence of a claim, a dispute, submission of the dispute to HRSD resolution process, litigation or any portion of this provision or changes shall excuse the Contractor from promptly proceeding with performance of the contract as changed by the notice.

- G. Clarification of Terms:** If any prospective Bidder/Offeror has questions about the specifications or other solicitation document, the prospective Bidder/Offeror should contact the Procurement Official whose name appears on the face of the solicitation no later than (5) five business days before the due date. Any revisions to the solicitation will be made only by written amendment issued by the Procurement Office.
- H. Confined Space:** Any work involving entry into or work within a confined space is governed by the Virginia Confined Space Standard (1910.146) for general industry dated March 23, 1987. Outside contractors performing work activities on HRSD property must comply with all facets of OSHA's Confined Space Entry Standard and must ensure the safety and health of their employees. HRSD assumes no liability for the actions of non-HRSD employees performing work at our facilities.
- I. Debarment Status:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred by HRSD or the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- J. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, HRSD, after due oral and 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 HRSD may have.
- K. Delivery, Transportation and Packaging:** All prices are to be FOB destination, as indicated. Additions for packing or inside delivery must be shown on this quotation unless otherwise agreed upon. By submitting their bids/proposals, Bidders/Offerors certify and warrant that the price bid/proposed for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- L. Drug-Free Workplace:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or contractor.
- M. Ethics in Public Contracting:** By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not

offered or received any kickbacks or inducement from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their bid/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.

- N. Hazardous Chemical Communication Program:** HRSD is required in accordance with 29 CFR 1910.119 to inform HRSD and Contractor personnel that work centers within HRSD have hazardous chemicals on site. HRSD and Contractor personnel may be exposed to these hazardous chemicals while working at HRSD. A written Hazard Communication Program has been developed to inform personnel of the specific hazardous chemicals at the work center and the related safety information including protective measures, special precautions and emergency procedures to be observed. The Hazard Communication Program, including a complete file of Material Safety Data Sheets for each hazardous chemical, is available at each work center and may be obtained upon request. The Contractor is responsible for communicating the information contained in the Material Safety Data Sheets to their personnel working at HRSD work centers.
- O. HRSD Procurement Manual:** This solicitation is subject to the provisions of HRSD's [Procurement Manual](#), and any revisions thereto, which are hereby incorporated into this contract in their entirety.
- P. Immigration Reform and Control Act of 1986:** By submitting their bids/proposals, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Q. Invoices:** 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 purchase order number and/or contract number.
- R. Mandatory Use of HRSD Form and Terms and Conditions:** Failure to submit a bid/proposal on the official HRSD form provided for that purpose may be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, HRSD reserves the right to decide on a case by case basis, in its sole discretion, whether or not to reject a bid/proposal as non-responsive.
- S. Material Safety Data Sheets:** Material Safety Data Sheets and descriptive literature shall be provided, upon request, as part of the bid/proposal process for each chemical and/or compound offered. Failure on the part of the Bidder/Offeror to submit such data sheets upon request may be cause for declaring the bid/proposal as nonresponsive.
- T. Ownership Rights:** HRSD shall retain all ownership rights to all printing materials, photographs, video and audio recordings, special maps, etc. All artwork, camera-ready copy, negatives, dies, photos, and similar materials used to produce such jobs shall become the property of HRSD upon completion of job. All such items and materials shall be provided, at no charge, to HRSD upon request.
- U. 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 HRSD 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 bids/proposals of discounts for payment in less than 30 days.
 - c. All goods or services provided under this contract shall be billed by the Contractor at the contract price.
 - 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.
2. To Subcontractors:
- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from HRSD for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the HRSD Procurement Office 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 HRSD, except for amounts withheld as stated in section (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 HRSD.

V. Precedence of Terms: Paragraphs A-C, G, I, L-M, O-P, R and U of these General Terms and Conditions 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.

W. Qualifications of Bidders/Offerors: HRSD may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the services/furnish the goods and the Bidder/Offeror shall furnish to HRSD all such information and data for this purpose as may be requested. HRSD reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. HRSD further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of such Bidder/Offeror fails to satisfy HRSD that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

X. Submission of Bids/Proposals: Please submit one (1) original and one (1) copy of bid/proposal response to the Procurement Office, P.O. Box 5913, Virginia Beach, VA 23471-0913 or, for special courier deliveries, submit to 1440 Air Rail Avenue, Virginia Beach, VA 23455-3002. Please return bids/proposals in the special envelope provided. If a special envelope is not provided, or if return in the special envelope is not possible, the signed bid/proposal shall be returned in a separate envelope or package, sealed and identified with the following information: Name of Bidder/Offeror with complete address, IFB solicitation number, IFB title, due date and time. HRSD shall not be responsible for late, lost or opened bids/proposals due to improper identification by Bidder/Offeror.

Y. Taxes: Sales to HRSD 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 be free of federal excise and transportation taxes. HRSD's excise tax exemption registration number is 10-546001749-001.

- Z. Testing/Inspection/Evaluation:** HRSD reserves the right to conduct any test/inspection/evaluation it may deem advisable to assure goods and services conform to the requirements.
- AA. Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/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 HRSD, 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/Offeror is responsible to clearly and specifically identify the product being bid/offered and to provide sufficient descriptive literature, catalog cuts and technical details to enable HRSD to determine if the product bid/offered meets the requirements of the solicitation. This is required even if bidding/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 non-responsive. Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product bid/offered is an "equivalent" product, such bid/proposal will be considered to bid/offer the brand name referenced in the solicitation.
- BB. Use of HRSD Facilities:** Contractor shall be responsible for providing rest room and other facilities for their employees. The Contractor's employees shall not be permitted to use HRSD work center facilities, (this clause shall not apply to consultant-type contracts).
- CC. Waiver:** HRSD reserves the right to waive informalities, award bids/proposals received on the basis of individual items, or groups of items, or on the entire list of items, to reject any or all bids/proposals received, or any part thereof, which is in the best interests of HRSD. The Chief of Procurement's decision shall be final.