

ATTACHMENT B

DISTRICT 19 COMMUNITY SERVICES BOARD

SPECIAL TERMS AND CONDITIONS

A. AWARD: An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

B. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____
License # _____ Type _____
Subcontractor Name: _____
License # _____ Type _____

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

SEALED PROPOSAL

From:

Name of Offeror **Due Date** **Time**

Street or Box Number **IFB #**

City, State, Zip Code **RFP Title**

Name of Purchasing Officer: _____

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

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other Proposals should be placed in the envelope.

- D. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by D19 CSB.

- E. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION	ADDRESS	CONTACT PERSON	TELEPHONE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

- F. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of D19 CSB. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

- G. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

- H. **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.

- I. E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- J. CRIMINAL CONVICTIONS:** By submitting their proposals, offerors certify that they and their employees that will be performing services under this contract are free of any criminal conviction that indicates a behavior that may pose a risk or threat to D19 CSB. Verification of certification shall be made available to D19 CSB upon request with ten (10) working days.
- K. DISPUTES:** Disputes shall be communicated between Contractors's assigned coordinator and assigned D19 CSB official, who will negotiate resolution of dispute. If the condition is not corrected, the coordinator and official shall meet with the District 19 Community Services Board's Contract Officer who will negotiate resolution of the dispute. If the condition is not corrected at the above level, a meeting shall be scheduled with the District 19 Community Services Board Executive Director or his designee by the District 19 Community Services Board Contract Officer, including all interested parties. The decision of the District 19 Community Services Board Executive Director shall be final.
- L. PROPOSAL ACCEPTANCE PERIOD:** Any proposal resulting from this solicitation shall be valid for sixty (60) days. At the end of the 60 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- M. REJECTION OF PROPOSALS:** D19 CSB reserves the right to reject any and all proposals when such rejection is in the best interest of the District 19 Community Services Board, and to reject the proposal of an Offeror who is not in a position to perform the contract.

