

**COMMONWEALTH OF VIRGINIA
INVITATION FOR BIDS (IFB) # 301-19-012**

Issue Date: September 28, 2018
Title: Beehive units for the Beehive Distribution Program
Commodity Codes: 82506 Beekeeping Equipment and Supplies
Issuing Agency: Commonwealth of Virginia
Department of Agriculture & Consumer Services
Purchasing Office, Second Floor
P. O. Box 1163
Richmond, Virginia 23218
Location of Work: Commonwealth of Virginia
Period of Contract: November 1, 2018 through June 30, 2019 (with 4 One-Year Renewal Options)

Sealed Bids Will Be Received Until: October 19, 2018, no later than 2:00 p.m. For furnishing the services described herein and then opened in public.

All inquiries or questions related to this solicitation must be submitted in writing, preferably via email, to:
Kevin Steinbrecher, A.P.P., CPPB, VCO, Senior Contract Specialist of Procurement and Support Services,
Email: Kevin.Steinbrecher@vdacs.virginia.gov, Telephone: 804.225.4887, Fax: 804.371.8372

IF BIDS ARE MAILED via USPS, SEND TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE. IF BIDS ARE HAND DELIVERED OR MAILED VIA A PARCEL SERVICE, DELIVER TO: Kevin Steinbrecher, Procurement Office, Oliver W. Hill Building, 102 Governor Street, Richmond, VA 23219, Second Floor, Room 239.

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

Name and Address of Firm: _____

_____ Zip Code _____

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please print)

eVA Vendor ID or DUNS #: _____

Title: _____

Fax Number :() _____

Telephone: () _____

Email Address: _____

DSBSD Certified Small Business? Yes / No. If yes, provide DSBSD Certification No.: _____

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 or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

RETURN OF THIS COVER SHEET IS REQUIRED

I. PURPOSE:

- A. The purpose and intent of this Invitation for Bids (IFB) is to solicit sealed bids to establish an annual contract with one or more Successful Bidder(s) to provide five (5) beehive configurations to qualified beekeepers within the Commonwealth of Virginia in support of the Beehive Distribution Program. This program is managed by the Virginia Department of Agriculture and Consumer Services (VDACS), which is an agency of the Commonwealth of Virginia.
- B. The requests and approvals for beehives will be managed by VDACS. VDACS will disseminate the beehive order information to the Successful Bidder(s) who will be responsible for shipping the beehives to requestors living in the Commonwealth of Virginia and confirming the customer's receipt of the product.

II. BACKGROUND:

- A. The Virginia Department of Agriculture and Consumer Services was established in 1877 to promote the economic growth and development of Virginia agriculture, provide consumer protection, and encourage environmental stewardship. The agency is headquartered in Richmond, Virginia and has several field offices, four regional diagnostic animal health laboratories, and two Farmer's Market facilities.
- B. The Virginia General Assembly created the Beehive Grant Fund for the purpose of promoting the establishment of new beehives in the Commonwealth. The 2018 session of the General Assembly replaced the Beehive Grant program with the Beehive Distribution Program (Chapter 192 of the Acts of Assembly). The Beehive Grant Program reimbursed beekeepers for expenses related to the purchase of beehive equipment whereas the Beehive Distribution Program will provide beehives directly to beekeepers.
- C. It is expected that approximately \$100,000 will be allotted per year for the program. Residents of the Commonwealth of Virginia, 18 years of age or older, may receive no more than three (3) of one (1) type of the five (5) possible beehive configurations per fiscal year (July 1 through June 30). If all of the funds are spent within a fiscal year, no more applications will be received or processed.
- D. For more information on the Beehive Distribution Program, visit the VDACS website via the following link: <http://www.vdacs.virginia.gov/plant-industry-services-beehive-distribution-program.shtml>

III. SCOPE OF WORK:

A. SPECIFIC REQUIREMENTS:

- 1. Only five (5) beehive configurations will be bid and distributed as part of the program. The beehive components, except the foundation, shall consist of commercial grade (mid-range) quality wood and be individually packaged, unassembled, and unpainted. (The dimensions listed are approximate and VDACS will evaluate beehives submitted in response to this bid. Bidders are required to submit detailed product literature with the bid. VDACS will make the determination if any variance in the measurements are acceptable or not.) The configurations are as follows:

- **Item 1. Eight (8) frame Langstroth medium brood box hive**
 - Three 6-5/8" (medium) 8 frame Langstroth boxes
 - 24 6-1/4" (medium) frames with wedge top bar and groove bottom bar
 - 24 sheets of plastic foundation for frames
 - 8 frame bottom board
 - 8 frame telescoping outer cover with metal top
 - 8 frame inner cover
 - Nails for assembling parts
 - Instruction for assembling parts

- **Item 2. Eight (8) frame Langstroth deep brood box hive**
 - Two 9-5/8" (deep) 8 frame Langstroth boxes
 - 16 9-1/8" (deep) frames with wedge top bar and groove bottom bar
 - 16 sheets of plastic foundation for frames
 - 8 frame bottom board
 - 8 frame telescoping outer cover with metal top
 - 8 frame inner cover
 - Nails for assembling parts
 - Instruction for assembling parts

- **Item 3. Ten (10) frame Langstroth medium brood box hive**
 - Three 6-5/8" (medium) 10 frame Langstroth boxes
 - 30 frames (medium) with wedge top bar and groove bottom bar
 - 30 sheets of plastic foundation for frames
 - 10 frame bottom board
 - 10 frame telescoping outer cover with metal top
 - 10 frame inner cover
 - Nails for assembling parts
 - Instruction for assembling parts

- **Item 4. Ten (10) frame Langstroth deep brood box hive**
 - Two 9-5/8" (deep) 10 frame Langstroth boxes
 - 20 9-1/8" (deep) frames with wedge top bar and groove bottom bar
 - 20 sheets of plastic foundation for frames
 - 10 frame bottom board
 - 10 frame telescoping outer cover with metal top
 - 10 frame inner cover
 - Nails for assembling parts
 - Instruction for assembling parts

- **Item 5. Top bar hive**
 - Hive box to accommodate minimum of 20 top bars
 - Top bars, either wedge or groove, for hive box
 - Thin surplus foundation, if groove top bar provided
 - Outer cover with metal covering (roof)
 - Leg stand
 - Nails for assembling parts
 - Instruction for assembling parts

2. Bidders shall be a business regularly engaged in the sales and support of the product specified in this solicitation.

3. VDACS will manage the requests from the beekeepers and will send the order information (requestor name, address, beehive type, and quantity), along with an eVA purchase order, to the Successful Bidder(s) so the product can be shipped accordingly. The Beehive Distribution Program allows beekeepers to request up to three (3) of one

(1) type of beehive configuration, per fiscal year when funds are available (July – June). It is expected that all requests for beehives will be received and tabulated by September of each year and a subsequent order placed with the Successful Bidder(s) at that time. If program funds are available after the first order is placed, subsequent orders may be issued with the Successful Bidder(s) to ship beehives to requestors. All orders will have a corresponding eVA purchase order generated to the Successful Bidder(s).

4. The Successful Bidder(s) shall provide a confirmation report verifying that all shipments of the beehives were received or delivered to the requestor’s address. The desired format of this report should be a spreadsheet that can be transmitted electronically including the requestor’s name, address, beehive configuration and quantity, and date of delivery/receipt. A confirmation report shall be submitted per invoice that lists all requestors who received beehives per the associated eVA purchase order. If any deliveries fail to be received by a requestor, VDACS shall be notified and the product returned to the Successful Bidder(s) at no charge to VDACS.
5. Bidders may bid on a single item, multiple items, or all items. A per unit price for shipping must be entered for any item being bid as shown on the Bid Form. Failure to indicate a price for shipping may result in your bid being declared non-responsive. All shipments will be made within the Commonwealth of Virginia to residents primarily in rural and extended rural locations. No shipping or handling charges shall be factored into the per unit price of the beehives.
6. Unit prices shall include all costs for properly packaging the product for safe and secure shipping to any destination within the Commonwealth of Virginia. The outside of each package must clearly label the type of beehive configuration legibly printed in a font size that is easily readable. The package sizing and weight for all configurations shall be within the allowable limits for ground shipping by parcel carriers.
7. The Successful Bidder(s) must provide the products awarded to them via this solicitation with no minimum order requirements.
8. It is expected that all deliveries shall be made to the shipping destination no later than forty five (45) calendar days after receipt of an order.
9. The products being bid and the annual estimated purchase quantities are as follows:

Item	Description	Annual Estimated Quantity
1	Eight (8) frame Langstroth medium brood box hive.	215
2	Eight (8) frame Langstroth deep brood box hive.	125
3	Ten (10) frame Langstroth medium brood box hive.	160
4	Ten (10) frame Langstroth deep brood box hive.	300
5	Top bar hive.	30

B. GENERAL REQUIREMENTS:

1. The Successful Bidder(s) shall have the ability to receive orders via email from VDACS. Email will be the preferred transmission method used for sending the eVA purchase order and documentation with the requestor's names, addresses, beehive type, and associated quantities for the shipment of orders.
2. The Successful Bidder(s) shall have access to the inventory required to satisfy all orders of the beehive configurations awarded to meet the expected forty five (45) calendar days delivery timeframe.
3. The Annual Estimated Quantities listed are estimates only and shall not bind VDACS to purchase any specified quantity during the term of the contract. The Successful Bidder(s) shall provide the product at the unit price bid for actual quantities ordered.
4. The Successful Bidder(s) shall support the manufacturer's warranty and handle any and all returns of defective product. All expenses related to returning defective product shall be the responsibility of the Successful Bidder(s) and no costs shall be charged to the requestor or VDACS. During the warranty period, Successful Bidder(s) shall replace defective product with new, unused beehives of the type identified in this solicitation at no cost to the requestor or VDACS. **Bidders shall include details of the product warranty with the bid submission.**
5. **Bidders shall include literature with the product details of the beehive configurations they are pricing with the bid submission.** Upon request, a bidder being considered for award may be requested to send a sample(s) of the product for evaluation. This will be done at the bidder's expense and the bidder will be responsible for the expense of the return shipment of the sample(s).

C. INVOICING:

1. The Successful Bidder(s) shall submit an invoice to VDACS for product that was shipped and delivered to requestors within any particular month. Invoices must identify the corresponding eVA purchase order number. Invoices shall clearly list the type of beehive, associated quantities, and pricing (including shipping charges). A confirmation report of the requestors that received deliveries shall be submitted with the invoice. Invoices should be sent to VDACS no later than fourteen (14) calendar days after all of the beehives on an order have been delivered or received.
2. Repeated issues of inaccurate information on invoices or problems submitting timely invoices by the Successful Bidder(s) may result in cancellation of the contract.

IV. METHOD OF PAYMENT:

The method of payment will predominantly be made by check. Electronic Data Interchange (EDI) is an option and a credit card may be used for purchases below \$5,000.00 if the Successful Bidder(s) have the ability to receive payments via this method. Check payments for services are expected to be made 30 calendar days after receipt of a proper invoice or delivery of product, whichever is later.

V. **GENERAL TERMS AND CONDITIONS:**

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

- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 - E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** 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 IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

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

J. **PAYMENT:**

1. **To Prime Contractor:**

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

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as

stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **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, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

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 (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 the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/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 (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered 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.
- 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 on the DGS/DPS eVA VBO (www.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, 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, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

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

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at www.eVA.virginia.gov.

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

- 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 DSBSD-certified micro businesses or small businesses when designated "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro business or small businesses, this include the DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders shall be deemed micro business or small

businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids.

- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid 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.

VI. **SPECIAL TERMS AND CONDITIONS:**

- A. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD:** The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable. Evaluation will be based on net prices. 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.
- C. **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.
- D. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one purchase order with the applicable eVA transaction fees assessed for each year the contract is valid.

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

- E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. The contract price shall be firm for the contract period. The price for each subsequent contract year may not exceed three percent (3%) above the previous year's price and shall remain firm for the renewal year.
- F. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- G. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- H. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed Bid should be returned in a separate envelope or package, sealed, and identified as follows:

Solicitation Number and Title: IFB # 301-19-012 Beehive units for the Beehive Distribution Program

From: _____ October 19, 2018 2:00 PM
Name of Bidder Due Date Time

_____ Street or Box Number

_____ City, State, Zip Code

DSBSD-certified Micro Business or Small Business No. _____

Kevin Steinbrecher, Senior Contract Specialist of Procurement & Support Services
Name of Contract Officer

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

I. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :**

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

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

3. Prime Contractor Subcontractor Reporting:

- a. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.
- b. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are **not** DSBSD-certified businesses. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

- J. **QUANTITIES**: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- K. **WARRANTY (COMMERCIAL)**: The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid/proposal.
- L. **PRODUCT AVAILABILITY/SUBSTITUTION**: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract 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.
- M. **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.

- N. **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.

VII. BID FORM:

Bidder's name: _____

- A. Do not alter or make any changes to the structure of the Bid Form.
- B. Items must be bid as specified. Samples may be requested for evaluation.
- C. The quantities listed are annual estimates only and do not represent a purchase commitment. The Successful Bidder shall provide products at the unit price bid for actual quantities ordered.
- D. **IMPORTANT NOTE:** ANY BIDDER SUBMITTING PRICING FOR ANY LINE WHO ENTERS N/A, N/C, OR LEAVES THE PRICING LINE BLANK, MAY BE CONSIDERED NONRESPONSIVE. ENTERING ZERO DOLLARS (\$0.00) ON ANY PRICE LINE WILL BE INTERPRETED AS FREE OR NO COST. IF NOT BIDDING ON AN ITEM, INDICATE "NO BID" IN THE APPROPRIATE PRICE LINE.

Item	Description	Price Per Unit		Shipping Price Per Unit		Annual Estimated Quantity	Total
1	Eight (8) frame Langstroth medium brood box hive.	\$	+	\$	x	215	\$
2	Eight (8) frame Langstroth deep brood box hive.	\$	+	\$	x	125	\$
3	Ten (10) frame Langstroth medium brood box hive.	\$	+	\$	x	160	\$
4	Ten (10) frame Langstroth deep brood box hive.	\$	+	\$	x	300	\$
5	Top bar hive.	\$	+	\$	x	30	\$

___ Check here confirming bidder included literature with product details, including warranty information, with the bid submission.

It is expected that all deliveries shall be made to the shipping destination no later than forty five (45) calendar days after receipt of an order. Confirm the number of days the bidder will make delivery to requestors: _____ calendar days.

Confirm the manufacturer's warranty period: _____

RETURN OF THIS PAGE IS REQUIRED

VENDOR DATA SHEET

IFB# 301-19-012

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

1. Bidder's primary contact:

Name and Title: _____ Phone:(_____)_____

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

_____Years _____ Months

3. Vendor Information:

eVA vendor ID or DUNS Number:_____

4. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar 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: \$ _____

D. Company:_____ Contact:_____

Phone :(_____)_____ Email:_____

Project: _____

Dates of Service:_____ Value: \$ _____

I certify the accuracy of this information:

Signed:_____ Title:_____ Date:_____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT A

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information.

The Bidder:

- is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror 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 Offeror's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror'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 proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

RETURN OF THIS SHEET IS REQUIRED

**ATTACHMENT B:
Small Business Subcontracting Plan**

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

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

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

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions:

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

Section A

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

Certification number: _____ Certification Date: _____

Section B

Populate the table below 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 the proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

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

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran- Owned	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
Totals \$					

RETURN OF BOTH PAGES OF ATTACHMENT B IS REQUIRED