INVITATION FOR BIDS

IFB

Issue Date: June 2, 2005

Title: Exterior Repairs Bedford Wygal Buildings

Using Agency and/or Location Longwood University
Where Work Will Be Performed 201 High Street
Farmville, Virginia 23909

Period of Contract:

Sealed Bids Will Be Received until June 30, 2005 at 2:00 p.m. local time for furnishing the services described herein and Opened in Public on July 1, 2005 at 2:00 p.m. local time.

All Inquiries for Information should be directed to: James E. Simpson, Director Materiel Management (434) 395-2093.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: Longwood University, Room #218, Bristow Building, Corner Redford and Main Streets, Farmville, Virginia 23909.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Services Described At The Prices(s) Indicated in Section III, Bid Form.

A CLASS 'A' or CLASS ‘B’ CONTRACTORS LICENSE IS REQUIRED

Virginia Contractor License No.___________________________
Class:_______ Specialty Codes:_________

Name and Address of Firm:

________________________________________ Date:__________________
________________________________________ By:________________________ Signatures in Ink
________________________________________ Zip Code________ Title:________________________

FEI/FIN NO. __________________________ Telephone No.: ( )__________
email address_____________________ Fax No: ( )________________
EVA member yes____________no____________
*Note: See General Terms and Conditions item X for membership details.

OPTIONAL PREBID CONFERENCE: An optional prebid conference will be held at 2:00 p.m. June 16, 2005 at the Bristow Building Conference Room. The purpose of this conference is to allow potential bidders 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 bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
Addendums: Any changes resulting from the University’s requirements will be issued in an addendum and will be posted to the eVA (http://www.dgs.state.va.us) and Longwood University Materiel Management website, http://www.longwood.edu/. Click on offices, Purchasing, Solicitations/Awards, Open Invitation for Bids/Addenda/Awards. Click on the solicitation 214-05-Repairs Bedford Wygal. It is the sole responsibility of the bidder to check these web pages for all changes to the IFB prior to submission. Failure to do so may cause your bid to be determined non-responsive. Longwood University will not mail or fax these documents.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

NOTE TO BIDDERS: PARKING IS DIFFICULT, PLEASE PLAN TO ARRIVE EARLY. IF YOU REQUIRE ADA ACCOMODATIONS TO DELIVER PROPOSAL, CONTACT THE MATERIEL MANAGEMENT OFFICE AT (434) 395.2093 TWENTY-FOUR (24) HOURS PRIOR TO SOLICITATION CLOSING.
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I. INSTRUCTIONS TO BIDDERS

The Invitation for Bids (IFB) consists of the Notice, this Instructions To Bidders, the Bid Form, the Pre-Bid Question Form, the General Conditions of the Construction Contract, the Supplemental General Conditions (if any), the Special Conditions (if any), the Forms to be used, the Scope of Work, and any addenda which may be issued, all of which request qualified bidders to submit competitive prices for bids for providing the described work on the project.

1.0 CONDITIONS AT THE SITE OR STRUCTURE: Bidders shall visit the site and shall be responsible for ascertaining pertinent local conditions such as location, accessibility, general character of the site or building, and the character and extent of existing work within or adjacent to the site. Claims as a result of failure to have done so, will not be considered by the Owner. See Article 5 of the General Conditions entitled "Conditions at the Site."

2.0 EXPLANATION TO BIDDERS: No oral explanation in regard to the meaning of drawings and specifications will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions or doubts as to the meaning of drawings and specifications shall be communicated in writing to the Architect for interpretation. Bidders must so act at least six (6) days prior to the time set for the receipt of bids to allow a sufficient time for a reply to reach them before the submission of their bids; however, if there is two (2) weeks or less between the first bid advertisement and the time set for receipt of bids, then bidders may act up to three (3) days prior to the time set for receipt of bids. Any interpretation made will be in the form of an addendum to the specifications which will be forwarded to all bidders, and its receipt shall be acknowledged by the bidder on Bid Forms.

3.0 TIME FOR COMPLETION:

(a) "Time for Completion" shall be designated by the Owner on the Bid Form or other prebid documents and shall mean the number of consecutive calendar days following the issuance of the Notice to Proceed which the Contractor has to substantially complete all Work required by the Contract Completion Date used on the stipulated Notice to Proceed.

Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion

(b) When the Notice to Proceed is issued, it shall state the Contract Completion Date, which has been set by the Owner based on the date of the Notice to Proceed and the Time for Completion.

(c) The Contractor, in preparing his bid and in submitting his bid, is required to take into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather conditions which might be anticipated (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, including the U.S. Department of Commerce, Local Climatological Data Sheets, Oceanic and Atmospheric Administration/Environmental Data and Information Service, National
Climatic Center and the National Weather Service. The data sheets to be used shall be for the locality or localities closest to the site of the work. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Owner as indicated in the General Conditions.

(d) If the Owner designates the public historical climatological records to be used, the bidder shall use those records in computing bids. The Owner requests each bidder to indicate the records used, each bidder may select the public historical climatological records upon which he will rely in computing his bid. In the latter situation, each bidder shall designate in the space provided which of such climatological data records he used when formulating his bid. A bidder's failure to designate climatological records when submitting a bid shall not disqualify his bid, but shall constitute a waiver of the right to claim any extension of time as the result of abnormal weather. In either case, the bid submitted and the time of completion shall be presumed to have been based upon normal weather derived from the climatological records used.

4.0 PREPARATION AND SUBMISSION OF BIDS:

(a) Bids shall be submitted on the forms furnished, or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Owner as being incomplete or nonresponsive.

(b) Each bid must give the complete legal name and full business address of the bidder and be signed by the bidder, or the bidder’s authorized representative, with his usual signature. Bids by partnerships must be signed in the partnership name by one of the general partners of the partnership or an authorized representative, followed by the designation/title of the person signing and a list of the partners. Bids by corporations must be signed with the legal name of the corporation followed by the name of the state in which it is incorporated and by the signature and title of the person authorized to bind it in this matter. The name of each person signing shall be typed or printed below the signature. A signature on a bid by a person who identifies his title as “President”, “Secretary”, “Agent” or other designation without disclosing the principal firm, shall be held to be the bid of the individual signing. When requested by the Owner, satisfactory evident of the authority of the officer signing on behalf of the corporation shall be furnished. Trade or fictitious names may be furnished by using “t/a___”, but bids shall be in the legal name of the person or entity submitting the bid.

(c) Bids with the bid guarantee shall be enclosed in a sealed envelope which shall be marked and addressed as indicated by the advertisement. If a contract is for seventy thousand dollars ($70,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is five hundred thousand dollars ($500,000) or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed in Virginia as a "Class A Contractor." If a contract is for seven thousand five hundred dollars ($7,500) or more, but less than seventy thousand dollars ($70,000), the bidder is required to be licensed in Virginia as a "Class B Contractor." The bidder shall place
on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

Licensed Class A Virginia Contractor No. ______________

or

Licensed Class B Virginia Contractor No. ______________

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and fails to promptly provide said Contractor license number to the Owner in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of Section 54.1-1112 of the Code of Virginia, as amended, and his bid will not be considered.

(d) The Board for Contractors has interpreted its regulations to mean a “licensed” Contractor can bid on a contract which contains work outside his license classification(s) as long as he subcontracts those items for which he is not qualified to licensed to contractors with the appropriate License Classification and the work of the second party is incidental to the contract. Therefore, the Owner may, as a part of determining whether the bidder is “responsible”, require the apparent low bidder to submit a listing of his subcontractors along with the license number and classification or specialty of each.

(e) The bidder must also place its Employee Identification Number (SSN or FEIN) in the space provided on the Bid Form.

5.0 BID GUARANTEE:

(a) Any bid (including the Total Base Bid plus all Additive Bid Items) which exceeds one hundred thousand dollars ($100,000) shall be accompanied by a Bid Bond of payable to the Owner as obligee in an amount equal to five percent (5%) of the amount of the bid. A Bid Bond may be required for projects having bids of less than one hundred thousand dollars ($100,000) if such requirement is stated in the Notice of Invitation for Bids. The Bid Bond must be issued by a surety company, which is legally authorized by the Virginia State Corporation Commission to do fidelity and surety business in the Commonwealth of Virginia. Such Bid Bond shall guarantee that the bidder will not withdraw his bid during the period of thirty (30) days following the opening of bids; that if his bid is accepted, he will enter into a formal contract with the Owner in accordance with the Contract Between the Owner and Contractor, Form CO-9, included as a part of the IFB documents, that he will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms included in the IFB documents; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and give said bonds within ten (10) days after he has received notice of acceptance of his bid, the bidder shall be liable to the Owner for the difference between the amount specified in said bid and such larger amount for which the Owner may contract with another party to perform the work covered by said bid, up
to the amount of the bid guarantee. This amount represents the damage to the Owner on account of the default of the bidder in any particular hereof. See Section 11-57 of the Code of Virginia, as amended.

(b) See Article 11-61 of the Code of Virginia for provisions allowing alternative forms of bid security in lieu of a Bid Bond.

(c) The Bid Bonds or other bid security will be returned to all except the three lowest bidders after the formal opening of bids. The remaining Bid Bonds or bid security will be returned to the bidders after the Owner and the accepted bidder have executed the Contract and the Performance Bond and the Payment Bond has been approved by the Owner.

(d) If the required Contract and bonds have not been executed within thirty (30) days after the date of the opening of the bids, then the bond or bid security of any bidder will be returned upon his request, provided he has not been notified of the acceptance of his bid prior to the date of such request.

6.0 WITHDRAWAL OR MODIFICATION OF BIDS: Bids may be withdrawn or modified by written, telefaxed, or telegraphic notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him on the face of the bid. Written modifications may be made on the Bid Form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications, whether the original is delivered or telefaxed must be signed by the person making the modification or withdrawal, and telegraphic messages must be sent in the name of said person. Unless otherwise specified by the Bidder, the modification will be applied to the BASE BID amount shown on the Bid Form.

7.0 RECEIPT OF BIDS:

(a) Bids will be received at or before the date and the hour and at the place stipulated in the Invitation for Bids as may be modified by subsequent Addenda.

(b) It is the responsibility of the bidder to assure that his bid and any bid modifications are delivered to the place designated for receipt of bids by the date and hour (deadline) set for receipt of bids. No bids or bid modifications received submitted or offered after the date and hour designated for receipt of bids will be accepted or considered.

(c) The Bid Officer is the Owner’s representative designated to receive bids at the time and place noted in the IFB and to open the bids received at the appointed time.

(d) The official time used for the receipt of responses is determined by reference to the clock designated by the Bid Officer. The Bid Officer shall determine when the Bid Receipt Deadline has arrived and shall announce that the Deadline has arrived and that no further bids or bid modifications will be accepted. All bids and bid modifications in the possession of the Bid Officer and his assistants at the time the announcement is completed are deemed to be timely, whether or not the bid envelope has been physically date/time stamped or otherwise marked by the time the Bid Officer makes the deadline announcement.
8.0 OPENING OF BIDS:

(a) Bids will be opened at the time and place stated by the Invitation for Bids or as modified by subsequent Addenda, and their contents publicly announced. The Bid Officer shall decide when the specified time for bid opening has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified. Bid opening shall be no sooner than 24 hours after the time set for receipt of bids.

(b) The provisions of Section 11-52 of the Code of Virginia, as amended, shall be applicable to the inspections of bids received.

9.0 ERRORS IN BIDS: A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in compilation of a bid, which unintentional arithmetic error or an unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

In accordance with Section 11-54 A.(ii) of the Code of Virginia, the bidder must submit to the Owner his original work papers, documents and materials used in the preparation of the bid within one day after the date fixed for submission of bids. Such work papers must be submitted in an envelope or package separate and apart from the envelope containing the bid and marked clearly as to the contents and shall be delivered to the Owner by the bidder in person or by registered mail at or prior to the time fixed for the opening of bids and may not be withdrawn until after the two-hour period (referred to later) has elapsed. The bids shall be opened at the time designated in the IFB as amended by Addendum. Bid opening is usually one day following the time fixed by the Owner for the submission of bids, but no sooner.

Once the bids have been opened, the bidder shall have two (2) hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. The Contract shall not be awarded by the Owner until such two-hour period has elapsed. Such mistake shall be proved only from the original work papers, documents and materials
delivered to the Owner prior to the bid opening. This procedure (ii) shall not apply to any bid when the entire bid is required to be submitted on a unit price basis.

Failure of a bidder to submit his original work papers, documents and materials used in the preparation of his bid at the time, date and place required shall constitute a waiver by that bidder to withdraw his bid due to a mistake.

No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than 5%.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any materials or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted, without the approval of the contracting authority. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the contracting authority in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder without such approval. If a bid is withdrawn under authority of this section, the next higher bidder shall be deemed to be the low bidder on the project.

10.0 REJECTION OF BIDS: The Owner reserves the right to reject any and all bids at its sole discretion when such rejection is in the interest of the Owner, or to reject the bid of any bidder who is determined to be not responsive or not responsible. See Section 11-42, Code of Virginia, as amended.

11.0 DETERMINATION OF RESPONSIBILITY

Each bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications and financial ability to carry out the terms of the Contract.

Prior to award of the Contract, an evaluation will be made to determine if the low bidder has the capability in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required. Factors to be evaluated include, but are not limited to:
(a) sufficient financial ability to perform the contract as evidenced by the bidders ability to obtain payment and performance bonds from an acceptable surety;
(b) appropriate experience to perform the Work described in the bid documents;
(c) any judgments entered against the bidder, or any officers, directors, partners or owners for breach of a contract for construction;
(d) any substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause where the substantial noncompliance is documented; or
(e) a conviction of the bidder or any officer, director, partner, project manager, procurement manager, chief financial officer, or owner in the last five years of a crime relating to governmental or nongovernmental construction or contracting;
any current debarment of the contractor, any officer, director or owner, from bidding or contracting by any public body of any state, any state agency, or any agency of the federal government.

The Owner reserves the right to disqualify or refuse to accept the bid of any bidder who has been convicted, or entered a plea of guilty or nolo contendere, in any federal or state court to any charge involving any unlawful, corrupt or collusive practice involving a public contract whether federal, state, or local, or who has been determined in any judicial proceeding to have violated any antitrust, bid-rigging, or collusive practice statute in connection with any public contract, or against whom such formal criminal prosecution or other judicial proceeding has been initiated.

A bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder shall be notified in writing in conformance with the procedures in Section 11-65 of the Code of Virginia, as amended.

12.0 AWARD OF CONTRACT:

(a) **Basis for Contract Award:** The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder, if any, provided his bid is reasonable and it is in the best interest of the Owner to accept it and subject to the Owner's right to reject any and all bids and to waive informality in the bids and in the bidding. The Bid Form contains a multi-part Base Bid and may contain Additive Bid Items. Determination of the lowest responsible bidder, if any, will be based on the Total Base Bid amount including any properly submitted bid modifications plus as many Additive Bid Items taken in sequence as the Owner in its discretion chooses to Award. In the event that the Total Base Bid from the lowest responsible bidder exceeds available funds, the Owner may negotiate the Total Base Bid amount with the apparent low bidder to obtain a contract price within the availability of funds, pursuant to Section 11-53 of the Code of Virginia, as amended, and Section 12 herein.

(b) **Informalities:** The Owner reserves the right to waive any informality in bids when such waiver is in the interest of the Owner.

(c) **Negotiation With Lowest Responsible Bidder:** If award of a contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, under the provisions of Section 11-53 Code of Virginia (the Public Procurement Act), the Owner reserves the right to negotiate the Total Base Bid amount with the lowest responsive, responsible bidder to obtain a contract price within the available funds. This may involve changes in either the features or scope of the work include in the Base Bid. Such negotiations with the apparent low bidder may include reducing the quantity, quality or other cost saving mechanisms involving items in the Total Base Bid. Negotiations for Additive Bid Items are excluded. The Owner shall notify the lowest responsive and responsible bidder that such a situation exists and the Owner and bidder shall then conduct their negotiations in person, by mail, by telephone or by any means they find convenient. If an acceptable contract can be negotiated, the changes to the Invitation for Bid Documents agreed upon in the negotiations shall be summarized in a “Post Bid Modification” and included in the
contract. If an acceptable contract cannot be negotiated, the Owner shall terminate negotiations and reject all bids.

13.0 **CONTRACT SECURITY:** For contracts of more than $100,000, a Standard Performance Bond (Form CO-10) and Standard Labor and Material Payment Bond (Form CO-10.1) shall be required, as specified in the Invitation for bids documents. See General Conditions and Section 11-58 and 11-61 of the Code of Virginia as amended. The Owner reserves the right to require such bonds for contracts less than $100,000. If the Owner so elects, the requirement shall be set forth in the Invitation for Bids.

14.0 **CERTIFICATION:** The bidder, by his signature on the Bid Form, certifies that neither his organization nor any of its officers, directors, partners, or owners are currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government. See the statement “Disqualification of Contractors” in the Bid Form.

15.0 **ETHICS IN PUBLIC CONTRACTING:** The provisions, requirements and prohibitions as contained in Chapter 7, Article 4, Section 11-72 et. seq., Code of Virginia, as amended, pertaining to bidders, offerers, contractors, and subcontractors are applicable to this project.

16.0 **BUILDING PERMITS:** Because this is a Project of the Commonwealth of Virginia, codes or zoning ordinances of local political subdivisions do not apply. However the Virginia Uniform Statewide Building Code shall apply to the Work and shall be administered by the Building Official for State-owned Buildings. The building permit will be obtained and paid for by the Owner. All other permits, local license fees, business fees, taxes, or similar assessments imposed by the appropriate political subdivision shall be obtained and paid for by the Contractor. See Section 25 of the General Conditions for utility connection fees and services.

17.0 **MINORITY UTILIZATION:** It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of minority business enterprises and to encourage the participation of minority businesses in State procurement activities. Towards that end, the Owner encourages firms to provide for the participation of minority owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

18.0 **BID DOCUMENTS:** Bid Documents are the property of the Owner and a deposit in an amount as indicated by the Bid Officer is required for each set as a guarantee of safe return of the documents within ten (10) days after the bid opening.
19.0 **GENERAL CONDITIONS:** The General Conditions of the Construction Contract, G. S. Form E&B CO-7, current addition dated 12/31/96 are incorporated in the Bid Documents. If incorporated by reference, the bidder may obtain a copy of the current revision of the General Conditions of the construction Contract, G. S. Form E&B CO-7 at no cost by written request to the A/E and/or the Agency where the bid documents are obtained.

20.0 **PREBID CONFERENCE:** **OPTIONAL PREBID CONFERENCE:** An optional prebid conference will be held at 2:00 p.m. June 16, 2005 at the Bristow Building Conference Room. The purpose of this conference is to allow potential bidders 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 bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

21.0 **INSPECTION OF BID DOCUMENTS:** Copies of the Bid Documents including Plans and Specifications and the General Conditions of the Construction Contract, G. S. Form E&B CO-7 current edition, will be available for inspection at the Agency, at the A/E’s office, and at the locations identified by the Bid Officer.

22.0 **DRUG-FREE WORKPLACE REQUIRED:** Bidders are reminded that Section 2.2-4312 of the Code of Virginia requires that during the performance of the contract resulting from this solicitation, 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 in accordance with this solicitation, 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.
II. INVITATION TO BID

Sealed bids (in duplicate) are invited for Bedford/Wygal Exterior Repairs located at Longwood University in Farmville, Virginia. The work consists of window glazing joint repairs and exterior joint sealant repairs at the existing Bedford and Wygal buildings located on the campus of Longwood University.

Sealed bids will be received at the Office of the Director of the Materiel Management Department, Bristow Building, 201 High Street, Longwood University, Farmville, Virginia 23909 at 2:00 PM local prevailing time on 30 June 2005.

The bids will be opened publicly and read aloud at 2:00 PM, local prevailing time, on 1 July 2005, at the Office of the Director of the Facilities Management Department.

Procedures for submitting a bid, claiming an error, withdrawal of bids and other pertinent information are contained in the Instruction to Bidders. Withdrawal due to error in bid in accord with Section 11-54A (ii), Code of Virginia. The Owner reserves the right to reject any or all bids.

An optional pre-bid conference and project site inspection will be held at 2:00 PM, local prevailing time, on 16 June 2005 at the Facilities Management Department, Bristow Building Conference Room, Longwood University, Farmville, Virginia.

The contract is to be awarded on a lump sum basis.

Bidders' attention is invited to the requirements of Title 54, Chapter 11, of the Code of Virginia, pertaining to Contractor registration which is required for this project.

Bidding Documents including drawings and specifications for the above project may be obtained from the office of Kuntz & Associates, Architects, 7906 Andrus Road, Suite #18 Alexandria, Virginia 22306 (703) 619-4700. The General Conditions of the Contract for Capital Outlay Projects, G. S. Form E&B CO-7, current revision, are incorporated herein by reference. A copy may be obtained by written request from the office listed above.

A deposit of $40.00 for each set will be required as a guarantee of the safe return of the documents within a reasonable time. Refer to Instructions to Bidders regarding refunds. A non-refundable administration, shipping and handling charge of $10.00 per set is required for all sets requiring shipment.

Copies of the drawings and specifications will be available for inspection at the above address and at the following locations:

Longwood University
Facilities Management Department
Bristow Building, 201 High Street
Farmville, Virginia 23909
(804) 395-2089

F. W. Dodge Corporation
Plan Room

Valley Construction News
428 West Campbell Avenue

The Plan Room, Inc.
308 Turner Road, Suite D
P.O. Box 35138

Richmond, Virginia 23230
Richmond, Virginia 23225  
Virginia Business Opportunities  
VA Dept. of General Services  
Division of Purchases and Supplies  
P.O. Box 1199  
Richmond, Virginia 23209  

By:  
Mr. James E. Simpson, Director  
Materiel Management Department  
201 High Street, Bristow Building  
Farmville, Virginia 23909

Roanoke, Virginia 24016  
Builders Exchange - Richmond  
3207 Hermitage Road  
Richmond, Virginia 23227
III. BID FORM

DATE: ________________________________
(Bidder shall fill in Bid Date)

PROJECT:  Bedford/Wygal Exterior Repairs
Longwood University, Farmville, Virginia
Project Code - 214-0007/8

To:  Mr. James E. Simpson
Materiel Management Department
201 High Street, Bristow Building
Longwood University
Farmville, Virginia 23909

In compliance with your Invitation to Bid, the undersigned bidder, proposes to furnish all labor and materials, and perform all work necessary for construction of this project, in accordance with the contract documents, dated 27 May 2005, including Addenda noted below, as prepared by Kuntz & Associates, Architects of 7906 Andrus Road, Suite #18, Alexandria, Virginia 22306 for the consideration of the following amount:

**BASE BID:**

The lump sum price for all labor, materials, services, and equipment necessary to complete the Base Bid Work (Glazing Repairs) described in the Contract Documents, except for Additive Bid Item #1 work.

Dollars (_______________)

**ADDITIVE BID ITEM #1:**

The lump sum price for all labor, materials, services, and equipment necessary to complete the Work described in the Contract Documents as Additive Bid Item #1 including the removal and replacement of all exterior joint sealant materials from walls, cast stone trim, wall openings, window frames, and door frames including all work indicated and required for complete and operational in accordance with the drawings and specifications is:

Dollars (_______________)

**COMPLETION TIME:**

The undersigned understands that time is of the essence and agrees that the time for substantial completion of the entire project shall be 90 consecutive calendar days from the date of commencement of the work as specified in the Notice to Proceed, and final
completion shall be achieved within 30 consecutive calendar days after substantial completion. The bidder has relied upon the following public historical climatological records: United States Weather Service for Farmville, Virginia.

**ADDENDA:**

Acknowledgment is made of receipt of the following Addenda:

____________________________

_____

_____
IV. 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. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”

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 and any litigation with respect thereto shall be brought in the 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/proposals), (bidders/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 recipients 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, § 2.2-4343.1 E).

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 these requirements.

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/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements 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.

E. **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.

F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by 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.

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 AND RFPs**

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.

1. **(For Invitation for Bids:)** 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.

2. **(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 (bidder/offeror) has questions about the
specifications or other solicitation documents, the prospective (bidder/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 the date of offset 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. 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. 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 the Commonwealth 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.

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/OFFERORS): The Commonwealth 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 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 (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth 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.

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 scope of the contract. An 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. 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.

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 equal 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 equal 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. **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 coverages 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 insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Worker’s 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 cokers’
compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. **Employers Liability - $100,000.**

3. **Commercial General Liability - $1,000,000 per occurrence.** 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 must be named as an additional insured and so endorsed on the policy.

(Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverages should also require motor carrier’s liability. When in the judgement of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.)

4. **Automobile Liability - $1,000,000 per occurrence.** (Only used if motor vehicle is to be used in the contract.)

**NOTE:** In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<table>
<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
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<tr>
<td>Health Care Practitioner (to include Dentists, Licensed</td>
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<tr>
<td>Dental Hygienists, Optometrists, Registered or Licensed</td>
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<tr>
<td>Practical Nurses, Pharmacists, Doctors, Podiatrists,</td>
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<tr>
<td>Chiropractors, Physical Therapists, Physical Therapist</td>
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<tr>
<td>Assistants, Clinical Psychologists, Clinical Social</td>
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<tr>
<td>Workers, Professional Counselors, Hospitals, or Health</td>
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<tr>
<td>Maintenance Organizations)</td>
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<tr>
<td>Insurance/Risk Management</td>
<td>$1,750,000 per occurrence, $3,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
</tr>
<tr>
<td>Landscape/Architecture</td>
<td>$1,000,000 per occurrence, $1,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
</tr>
<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
</tr>
<tr>
<td>Surveying</td>
<td>$1,000,000 per occurrence, $1,000,000</td>
</tr>
<tr>
<td>aggregate</td>
<td></td>
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</tbody>
</table>

(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - $1,800,000, July 1, 2006 - $1,850,000, July 1, 2007 - $1,925,000, July 1, 2008 - $2,000,000. This complies with § 8.01-581.15 of the *Code of Virginia*.

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over $50,000 as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days and on the
Longwood University Public Posting Board, Bristow Building and on the Longwood University website (www.longwood.edu/purchasing) for a minimum of 10 days.

V. **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 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 in accordance with this chapter, 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.

W. **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 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 the objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION**: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The 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 either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

   a. **eVA Basic Vendor Registration Service**: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

   b. **eVA Premium Vendor Registration Service**: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

V. **SPECIAL TERMS AND CONDITIONS**
1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Longwood University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. **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.

3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. **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 award.

5. **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 be terminated by either party, 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.

6. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

7. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special label is not furnished, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

   From: ___________________________
   Name of Bidder/Offeror
   Street or Box Number
   City, State, Zip Code

   Due Date: ____________________  Time: ____________________
   IFB No./RFP No.
   Exterior Repairs for Bedford Wygal

   Name of Contract/Purchase Officer or Buyer: Jane Crawley

The envelope should be addressed as directed on the label or Page 1 of the solicitation.
8. Longwood University does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment. (Code of Virginia, § 11.41)

9. **LATE PROPOSALS:** To be considered for selection proposals must be received in the Materiel Management office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Materiel Management Office. Proposals received in the Materiel Management Office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the intradepartmental University Mail System. It is the sole responsibility of the Bidder to insure that its proposal reaches the Materiel Management Office by the designated date and hour. Parking is difficult, plan to arrive early. If an Bidder requires ADA accommodations to deliver proposals, please contact the Materiel Management office ten days prior to solicitation opening.

10. **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:_________________
Subcontractor Name:____________________
License #_______________________Type______________________

11. **NEGOTIATION WITH LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 11-53 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the Agency whenever such low bid exceeds the Agency’s available funds. For the purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds which were budgeted by the Agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Agency and the lowest responsive, responsible bidder.

12. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

13. **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.

14. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) 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.

15. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of at least one (1) year following the date of installation and acceptance. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be
negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

16. **USE OF PREMISES AND REMOVAL OF DEBRIS:**

a. The contractor shall:

   (1) Perform the contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;

   (2) Store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor; and

   (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

b. The contractor expressly undertakes, either directly or through its subcontractor(s), to effect all cutting, filling, or patching of its work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

c. The contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

d. The contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from its operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonable dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents, if applicable.

f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous
arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

17. **CONTRACTOR’S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that it has clear title to all materials and supplies for which it invoices for payment.

18. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

19. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth’s use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

20. **PRIME CONTRACTOR’S RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and that of all subcontractors, with best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees to accept full responsibility for the acts and omissions of all subcontractors and of persons employed by them to the same extent as for the acts and omissions of the contractor’s own employees.

21. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. 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 its subcontractor(s) and shall assure compliance with all requirements of the contract.

22. **Addendums:** Any changes resulting from the University’s requirements will be issued in an addendum and will be posted to the eVA [http://www.dgs.state.va.us](http://www.dgs.state.va.us) and Longwood University Materiel Management website, [http://www.longwood.edu/](http://www.longwood.edu/). Click on offices, Purchasing, Solicitations/Awards, Open Invitation for Bids/Addenda/Awards. Click on the solicitation 214-05-Exterior Repairs Bedford Wygal. It is the sole responsibility of the bidder to check these web pages for all changes to the IFB prior to submission. Failure to do so may cause your bid to be determined non-responsive. Longwood University will not mail or fax these documents.

23. **Longwood University shall not discriminate because of the race, religion, color, sex, age, disability, or national origin of the bidder, offeror, or contractor (Code of Virginia, X 11-44). Longwood University shall also not discriminate against faith-based organizations. (Code of Virginia § 11-41/02.)**

24. **DISCRIMINATION 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, or disability or against faith-based organizations. 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 such objection, access to equivalent goods, services, or disbursements from an alternative provider.

VI. DATA SHEET

To Be Completed by Bidder

1. **QUALIFICATIONS OF BIDDER:** The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service: _____ years ________ months.

3. **REFERENCES:** Indicate below a listing of at least four (4) current accounts, either commercial or governmental, that your agency is servicing. Include the length of service and the name and phone number of the person the purchasing agency has your permission to contact.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Length of Service</th>
<th>Contact Person</th>
<th>Phone #</th>
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PREBID QUESTIONNAIRE

PROJECT: Exterior Repairs Bedford and Wygal Buildings
Longwood University
Farmville, Virginia 23909

Attn: Jane Crawley, CPPB, VCO
Materiel Management Office
Bristow Building, Room #217
Longwood University
(434) 395.2094 Fax (434) 395.2246

The following questions concern Invitation to Bid:

Section, Page, Line(s) Question

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
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All questions must be received by June 15, 2005. All responses to questions will be
made by Addendum.

Questions submitted by: ________________________________
Name Company

Phone # ___________________ FAX # ___________________