INVITATION FOR BIDS
IFB

Issue Date: November 2, 2005
Title: Asbestos Abatement Wynne Building

Using Agency and/or Location
Longwood University
Materiel Management Office

Where Work Will Be Performed
Bristow Building, Corner Redford and High Sts.
Farmville, Virginia 23909

Sealed Bids Will Be Received until November 28, 2005 at 2:00 p.m. local time for furnishing the services described herein and then opened in public.

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 IV, Pricing Schedule.

* Virginia Contractor License No. ___________________________
  Class: __________________ Specialty Codes: __________________

Name and Address of Firm:

_____________________________ Date: ___________________
_____________________________ By: ___________________
_____________________________ Signature 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, page 29 for membership details. Contractor shall be a member of eVA to be awarded this contract.

OPTIONAL PREBID CONFERENCE: An optional prebid conference and site visit will be held at 10:00 a.m. November 14, 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. If special ADA accommodations are needed, please contact James Simpson at 434.395.2093 by November 11, 2005.

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-Wynne Asbestos.

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 ACCOMMODATIONS TO DELIVER PROPOSAL, CONTACT THE MATERIEL MANAGEMENT OFFICE AT (434) 395.2093 TWENTY-FOUR (24) HOURS PRIOR TO SOLICITATION CLOSING.

CONTRACTOR SHALL BE A MEMBER OF EVA TO BE AWARDED THIS CONTRACT. REGISTRATION INFORMATION IS FOUND ON PAGE 29 OF THIS SOLICITATION.
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I. **Purpose:** The purpose and intent of this Invitation for Bids (IFB) is for Longwood University to establish a fixed cost asbestos abatement contract with one (1) primary contractor. The contract shall be completed within 30 days of the award of the contract.

II. **Scope of Work:**

A. The Abatement Contractor shall provide all labor, equipment, supplies, materials and supervision, for the complete removal and disposal of the asbestos floor tiles, mastic and approximately 400 pipe elbows from hallways and classrooms of Wynne Building.

B. Examination of site, Quantity of work, and Time of Completion:

The Contractor shall examine the site of the work, the quantity of work, and the time of completion, and satisfy himself that the work can be completed as set forth in these specifications. All trips for the purpose of site inspections shall be made by appointment through the Owner or his representative or done on the day of the pre-bid conference.

C. Procedure and Methods:

Notwithstanding any general clauses, working, paragraphs, or other references contained in the plans, specifications, general conditions or elsewhere in the Special Provisions, the Industrial Hygienist is not charged with the responsibility of directing the actual procedures and detail methods of construction to be used by the Contractor in accomplishing the work contained in the contract between the Owner and the Contractor, nor is the Industrial Hygienist responsible to act as Superintendent, Foreman, or safety engineer for the Contractor, nor for the safety of the Contractor’s personnel.

D. **WORK AREA:**

1. Prior to beginning abatement procedures, the Contractor shall post all OSHA and EPA documents and approved warning signs, as a minimum, and provide any physical barriers as may be required to protect his equipment as well as the work area from being entered by any unauthorized person(s).

2. It shall be the Contractor’s responsibility to secure the work area (Reference Special Conditions Section 11 “Security” of these specification) from entrance by unauthorized personnel. Only approved personnel whose names are submitted to the Contractor prior to starting abatement procedures shall be allowed in the work area.

E. **WORK AREA PREPARATION-CONTAINMENT REMOVAL**

The following subsections are describing as minimum to prepare the work area. If the general arrangement of ingress and egress or work area isolation differ from that described herein, the Contractor shall submit a detailed description to the Industrial Hygienist for approval prior to start of work activities.

1. **Owner Property**

   Contractor shall HEPA vacuum and then wet wipe all equipment that remains in the work area such that they are clean of all asbestos material
and will not contaminate the storage area.

All permanent Owner property remaining in the work area shall be decontaminated by wet wiping and HEPA vacuuming, then stored along with other equipment. Permanently installed (fixed) items need not be removed from the work area but shall be protected during renovation operations and decontaminated both prior to installation of plastic and then again during final clean up procedures.

2. Entrances, Exits, and Decontamination Unit

(a.) All means of ingress and egress shall be protected by means of a dual airlock compartment. The dual airlock shall be so constructed that only one airlock shall normally be open as personnel pass through. In addition, the primary ingress and egress shall be set up to be decontamination station, consisting of a secure clean room area, a shower wash/cleanup area, and an equipment storage area (if necessary).

(b.) The decontamination unit shall be so constructed as to not allow air to be transmitted through its walls. The number of entrances and exits to the work area shall be kept to a minimum. Only one primary means of ingress shall normally be allowed. The Contractor shall request in writing, with adequate explanation, the need for more than one (1) means of ingress. However, if practicable there shall be more than one (1) means of egress; however, one (1) shall be used under normal operations and others shall be special purpose exits or emergency exits.

(c.) All exits shall be marked in bold lettering “EXIT” or “EMERGENCY EXIT ONLY”.

3. Sealing the Work Area (Isolation)

1. The work area shall be sealed (covered) with plastic sheeting. All windows, non-utilized doors, heating, ventilation, and air conditioning ducts or openings, skylights or other openings shall be sealed first by taping securely in place clean plastic sheeting. All nonremovable items and equipment in the work area shall be isolated in place with securely fastened/sealed plastic sheeting.

2. Once all items and opening have been sealed or removed, the entire work area (except the areas to be removed) shall be covered with minimum of two (2) layers of plastic sheeting on walls - the outer layer consisting of a minimum 6 mil thickness and the inner layer consisting of a minimum of 6 mil thickness. Two layer of 6 mil plastic sheeting shall be placed on the floors. Each section of sheeting shall be securely fastened on the next providing an air watertight seal. The intent is to not allow any materials or airflows to escape from the covered areas.
3. During the installation of the first layer 6 mil plastic sheet(s) the floor sheet(s) shall be extended up the wall from the floor of a minimum of eighteen (18") inches and the wall sheet(s) shall be placed on the inner side (away from the wall) of the floor sheet(2) and securely sealed.

4. All joints in the 6 mil plastic sheeting shall have a minimum of twelve (12") inches of sheet overlap and be securely sealed from air, water and moisture.

4. Post Isolation, Prior to Asbestos Removal Operations

After work area isolation, the Contractor shall remove all detachable electrical, heating, ventilation, air-conditioning equipment or ducts, or other items located on or in contact with the asbestos material. These items shall be vacuumed with the HEPA filtered vacuum and wet cleaned. wrapped in 6 mil plastic. and stored in the work area in secure area. Any items requiring special protection such as corner guard, wall molding or fixtures shall be thus protected to the satisfaction of the Industrial Hygienist however, the protection from damage shall be the sole responsibility of the Contractor.

5. Work Area Ambient Air Pressure

a. Provide a local exhaust system, ducted to the outdoor. in the asbestos control area which will produce a negative air pressure in comparison to the area outside the asbestos control area. Local exhaust system equipment shall be located opposite and at the farthest side from the makeup air entrance to the work area. Equip exhaust units with HEPA filters capable of trapping fibers to 0.3 microns at 99.97% efficiency. Local exhaust equipment shall be supplied in sufficient quantity to produce at least four changes per hour in the removal area and provide a pressure differential recorder with alarm or manometer with strip chart recorder or magnehelic gauge. Onsite personnel will know how to operate, read and zero the units. Also a spare negative pressure unit shall be available at all times on the site to ensure continuous negative air operations. The exhaust units shall be started before beginning activities which could cause fiber release and shall run continuously to maintain a constant negative pressure unit decontamination of each Work Area is complete. The units are not to be turned off at the end of the shift or when removal operations temporarily stop. The Contractor is responsible for the maintenance of all equipment at all times including non-working hours. In no case shall the building ventilation system be used as part of the local exhaust system for the asbestos control area, nor shall any fans or room ventilators be in operation during removal work.

b. It shall be a requirement of the contract that a negative air pressure be kept at a negative 0.02 5 inches of water in the work area and no lower than negative 0.020 inches water. If negative pressure falls at or below .020 inches of water, all abatement work is to stop until the negative pressure is brought up to the
From the time the work area is first isolated with plastic any air exhausted from the work area necessary to maintain this negative pressure shall be exhausted through a HEPA filter. The air handling units (s) shall so equipped as to indicate when the HEP A filters require replacing. Equipment failure is not a valid reason for not maintaining a negative pressure and any non-functioning equipment shall be replaced as soon as possible.

c. No removal work activities shall be allowed if the negative pressure air handling equipment is not functioning.

F. PRE-REMOVAL WORK INSPECTION

Once the Contractor has set up the decontamination area, secured the plastic barriers, has the approved respirator equipment in operation, has the negative pressure system operating, has a HEPA vacuum on site, outlines the procedure for removing waste asbestos material form the work area, and has the log book in order, a ore-removal inspection shall be held by the Industrial Hygienist. This inspection shall determine whether appropriate procedures as specified herein have been followed in setting up the work area. The Contractor shall remedy any inefficiency prior to beginning the removal operation

G. REMOVAL OPERATIONS

After all work area isolation procedures have been satisfactorily performed. and the pre-removal inspection approved by the Industrial Hygienist, the Contractor shall begin asbestos materials removal operations.

The Contractor is responsible for providing all ladders, scaffolding, scrapers, materials, and safety equipment to be used on this project.

All material which is brought into the work area must be either decontaminated or disposed of as asbestos waste.

The negative pressure system shall provide adequate capacity to remove air from each room of the project area which is undergoing removal operation. The negative pressure shall be designed to provide complete air changes each 15 minutes in the area undergoing removal work.

1. Handling of Asbestos Contaminated Material

   All asbestos material or items which are contaminated with asbestos fibers shall be placed in properly marked 6 mil polyethylene bags.

   a. Where possible, the method of removal shall allow material to fall directly into containers. NO asbestos material shall be allowed to fall greater than 10 feet to the floor without intermediate catching equipment or devices unless written permission from the Industrial Hygienist is obtained. Upon removing all gross quantities of asbestos
materials and bagging or wrapping in proper waste disposal bags or container, the Contractor shall again clean all surfaces which contained asbestos material with a brush to remove difficult or deep latent asbestos fibers.

b. During each day’s work the bulk asbestos material shall be cleaned and bagged before it dries. No asbestos material shall be allowed to lay on the floor overnight.

c. Bags shall be marked in accordance with OSHA and EPA standards as containing asbestos materials.

Once asbestos material is bagged the following procedures will be followed:

1. Bags will be twisted and sealed with duct tape. The neck of the bag will then be “goose-necked” (turned 180 degrees) then re-taped with duct tape.

2. Bags shall then be stored inside the work area or special designated area.

3. To remove sealed bags from the work area, workman will use brushes to remove any gross asbestos debris from the bag’s exterior. Bags will then be passed through the debris port (air-locks) to another worker manning the chamber. The worker in the chamber will hold open a 6 mil polyethylene bag and double bag each bag as it is passed through twisting, sealing and “goosenecking” the second bag. The double bagged item will then be passed through the outer door of the airlocks.

4. All bagged material moved out of the sealed work zone will be immediately disposed in a truck or storage container in accordance with YR 672-20-10 regarding closed conveyance. Storage Containers will be designed to prevent exposure from wind, weather, pedestrian traffic and which can be closed and locked.

5. The number of bags taken from the work area will be recorded in the contractor’s daily log.

2. Amended Water

a. All water used for wetting asbestos-containing material prior to removal or used in cleanup procedures shall contain a surfactant. The surfactant recommended by EPA but no specifically required by this contract is 50 percent polyethylene ether and 50 percent polyethylene ether at a concentration of 1 ounce per 5 gallons of water.

b. Application rates will vary with the asbestos-containing materials, its surface conditions, and its substrate. This is to be determined by the Contractor to
achieve the optimum application rate.

3. Inner Layer Plastic Sheet Removal

a. Once the asbestos containing material have been removed and all non-removed items have been cleaned, the inner layer of plastic sheeting shall be wetted with amended water and removed by carefully rolling or folding from the ceiling or outer extremes of the room toward the center of the room. This procedure of rolling or folding into itself should be continued until the entire inner plastic layer or sheeting along with all its contents is contained in the center of the room.

b. The inner plastic layer and all of its contents shall then be placed in a disposal drum(s) as previously described, and stored for disposal.

c. While this inner layer is being removed any tears or damaged areas in the primary layer of plastic sheeting shall be repaired.

H. POST-REMOVAL WORK INSPECTION

Once the Contractor has removed all visible asbestos-containing materials, and is ready for final cleanup, a post removal work inspection shall be held by the Industrial Hygienist. This inspection shall determine whether all materials have been removed and the area cleaned up prior to proceeding with the next work activity. The Contractor shall remedy any deficiency prior to beginning the final cleanup operations. The daily log shall be signed by the Industrial Hygienist and Contractor noting that this inspection was held and the Contractor may then proceed.

a. Sealing (encapsulating) Exposed Surfaces

After a successful visual inspection the Contractor shall spray all dried, exposed surfaces with an encapsulant such as Serpiflex Shield, BWE 5000, Mateson Chemical Cover-up or equal. The Contractor shall provide Material Data Safety Sheets (MSDS) for the encapsulants. The surfaces to be coated shall include surfaces from which the asbestos containing materials have been removed.

I. POST-REMOVAL OPERATIONS

Following the removed asbestos contaminated surfaces operations described above, the following procedures shall be followed:

A. Outer Layer Plastic Sheeting Removal

After the Industrial Hygienist has given approval or removal operation, the plastic sheeting shall be removed. However, all critical barriers shall remain in place. The plastic sheeting shall be wetted with amended water and carefully rolled or folded toward the center of the chamber thus trapping and collecting all residual asbestos containing
materials.

Any equipment should be carefully cleaned with amended water prior to removing the plastic sheeting from under it to allow any asbestos containing material affixed to the equipment to fall onto the plastic sheeting before it is removed.

After carefully collecting the plastic sheeting and all remaining asbestos containing materials in the center of the room, it shall be disposed of in bags as described previously in this section.

B. Final Cleanup

Once the outer layer of plastic sheeting has been removed, all work area wall, any latent suspect materials plastic sheeting over openings, floors and other equipment in the work area, including the decontamination unit, shall be thoroughly wiped down with amended water. The work area should be allowed to dry and the process repeated a second time (as a minimum). However, critical barriers on any opening and windows and doors shall not be opened and free flow of air from the work area is still not allowed.

The Contractor shall inspect the work area and insure himself that it is clean to his satisfaction prior to final project cleanliness testing.

C. Final Air Testing

Air testing shall be taken at this point to determine final project release of asbestos removal subcontractor. Procedures shall be as described in Section 5 "Project Clearance Testing."

J. PROJECT CLEARANCE TESTING

The determination of the cleanliness of the work area shall be performed by the Industrial Hygienist at no expense to the Contractor. The final cleanliness level of the work area shall be 0.01 fibers per cubic centimeter (f/cc) or less as determined by phase contrast microscopy or less than 70 structures per cubic centimeter as determined by transmission electron microscopy. All clearance sampling shall follow AHERA protocol as described in AHERA 40 CFR part 763.

The Contractor shall notify the Industrial Hygienist a minimum of 8 hours prior to need of final air testing. Failure to supply adequate notification could lead to delays in the testing procedures of which the Contractor shall not be given compensation. The Owner shall pay for 0) final test. If additional test are required, then the Owner shall pay for these test and deduct this amount from the contract lump sum price.

If the results of the air testing show airborne fiber lever above 0.01 fIce, or 70 structures, the Contractor shall return to the work area and re-clean the area as required to ensure adequate cleanliness is obtained a specified above.
K. DISPOSAL OF WASTE

All sealed bags containing asbestos contaminated materials shall be thoroughly wiped down to remove gross asbestos contamination prior to being removed from the work area then double bagged prior to begin removed form the air-lock or decontamination (wash room) unit. Bags shall be stored outside the work area in a secure enclosed tailor or structure made of material impermeable to wind, weather, pedestrian traffic and located out of direct eye contact by the public. Bags shall be orderly stacked and secured as to prevent damage during transportation.

All local, state, and federal permits shall be obtained as well as all required vehicle marking during loading, unloading and prior to transporting the bags to an approved asbestos disposal landfill.

Transportation in open trucks or vehicles is prohibited; only totally enclosed vehicles shall be allowed in accordance with VR-672-20-1O.

During loading operations all bags shall be recorded in a logbook as to the number of bags loaded on the truck.

Trip tickets, signed and stamped received by the landfill operation personnel, indicating the date, time, number of bags accepted and approximate location of disposal in the landfill shall be submitted to the Owner as proof of material disposal.

The transport vehicle shall be checked after each trip to insure that no latent asbestos materials are present. If any asbestos containing suspect materials are found, the vehicle shall be wiped down with amended water prior to reuse.

Whenever sealed and loaded disposal bags are being handled by Contractor or other personnel, the personnel shall be provided with respirator protection equipment as described in the "Safety" section.

L. FINAL DISPOSAL SITE

All disposal bags and their contents shall be transported as described above to a landfill. The landfill shall meet all deferral, state, and local approvals as an asbestos approved disposal site. Documentation shall be presented to the Owner within 35 days of project completion indicating, the above mentioned approvals, the approximate location of the landfill, the approximate location of the asbestos disposal area within the landfill, and any other pertinent data or requirement as stated in these specifications or required by federal, state or local environmental agencies.

While unloading bags at the final disposal site the Contractor shall provide his personnel with respirator protection equipment as described in the "Safety" Section. In addition, the Contractor shall supply the landfill operator and any of his personnel working in the disposal area with a respirator during unloading operations and contaminated material burial operations.
M. DECONTAMINATION PROCEDURES

Once the asbestos containing material or items attached to the asbestos containing material has been disturbed, all personnel shall ingress and egress through the decontamination area only (except for emergency situations). The following general procedures shall be adhered to when personnel are entering the work area:

1. All workers shall change work clothes at the designated change areas prior to the start of the day's work. Lockers or other acceptable substitutes should be provided by the Contractor for the storage of the workers' clothes and personal belongings.

2. All workers and authorized visitors shall, each time they leave the work area: remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove all clothing except respirators; soap and water while showering; remove the respirator; thoroughly shampoo and wash themselves.

Following shower and drying off, each worker and authorized visitor shall proceed directly to the clean room and dress in their street clothes.

3. All clothing, towels and other asbestos contaminated materials shall be disposed of as asbestos contaminated materials.

4. These procedures shall be adhered to whenever the workers exit the work area including breaks, lunch, end of day, or being called out of area.

5. Water, showers, towels, soap, and hygiene conditions shall be the responsibility of the Contractor. If these facilities do exist within the work area, arrangements may be coordinated with the Owner, and may be utilized if the Owner's written permission is received and they fit in the authorized arrangement for the decontamination unit.

6. All footwear shall remain inside the work area until the completion of the project, then only plastic or rubber footwear thoroughly cleaned shall be removed. All other footwear shall be disposed of as asbestos containing waste.

7. Only equipment necessary for the asbestos abatement operations shall be allowed in the work area and should therefore not be allowed to be taken into the decontamination unit.

N. WASTE WATER DISPOSAL

All wastewater produced from the decontamination process or excess from the work area shall be passed through a 3 to 5 micron filter specifically designed for the removal of asbestos containing particles from water prior to final disposal.

Final disposal shall be into the local sanitary waste disposal system or local approved for asbestos disposal landfill not on the ground, in a septic tank, or the storm sewer at the work site. If the Contractor wishes to dispose of the filtered wastewater into the local sanitary sewer system, he must obtain in writing from the local wastewater authority the following:
1. Permission to discharge into the local sanitary sewage system. 
   A statement indicating that the contractor’s filtering system has been inspected 
   by the local wastewater authority and is acceptable.

O. PROJECT LOG BOOK

A log book, containing as a minimum the information listed below, shall be kept on the jobsite and 
be available to inspection by the Owner, his representative, or the Engineer during normal working 
hours.

At the conclusion of the project, prior to final payment, three (3) complete, bound copies 
of the log book shall be submitted to the Owner and the Industrial Hygienist.

1. Pre-work Documentation 
   This section shall contain any EPA, OSHA, or state notifications forms, any necessary 
   state, country or city licenses or permits (including contractor licenses, building permits, 
   disposal permits, etc.). Record regarding insurance, bonds, and size of bonds.

2. This section shall contain personnel employment record, worker training certificates, 
   Virginia asbestos licenses, certificate of worker's physical, respirator training and fit test 
   verification.

3. Notification Data 
   This section shall include data which will allow the Owner to notify each worker, the 
   worker's family and responsible contractor parties if any emergency should arise.

4. Sign-in Sheets 
   This section shall contain the daily sign-in sheets. This daily sign-in sheet (log) shall be 
   kept daily by the project superintendent and placed in the project log book at the end of 
   each day's work. The daily log shall include:

   a. Name of the person entering the work area.
   b. Time the person entered the work area.
   c. Time the person exited the work area.
   d. Date 
   e. Brief description of day's work activities.
   f. Brief description of any damage to hems in the work area.
g. If negative air pressure was present in work area, and if not why and what time said negative pressure was not present.

h. Brief description of weather conditions including approximate outside and inside work area temperatures.

i. Each daily log sheet shall be signed and dated by the project superintendent.

5. This section shall include any information concerning project subcontractors including work to performed, names and dates on jobsite.

6. Air Monitoring

All air sampling performed by the Contractor shall have the result included in this section. Area air sampling and personnel air sampling should be included. A description of the sampling methods, location and test methods shall also be included, the name and location of the laboratory performing the analytical testing shall be listed. Results of sampling shall be posted at the job site within 72 hours of sampling.

7. Waste Disposal

This section shall include the location, date, and time of all wastewater disposals. Also signed and dated trip tickets by the landfill disposal operator stating the number of disposal drums accepted, the location of the landfill shall also be mentioned.

8. Miscellaneous

This section shall be included to report all injury/illness reports of employees, inspection reports by EPA, and OSHA or other government agencies, or any other pertinent information the Contractor may wish to include.

P. COMPETENT PERSON

The Contractor shall have a Competent Person/Supervisor present at all times work on this contract is in progress.

The Competent Person/Supervisor shall be thoroughly familiar and experienced with asbestos removal and related work and shall be familiar with and shall enforce the use of all safety procedures and equipment. He shall be knowledgeable of all EPA, OSHA, and NIOSH requirements and guidelines.

In addition to the Competent Person/Supervisor, the Contractor shall furnish one(1) or more foremen who are familiar and experienced with asbestos removal and its related work, safety procedures, and equipment.

Proof of the foreman's experience shall be available upon request.
1. It shall be a requirement of this contract that the Competent person and for one (1) or more of the Contractor's foremen be inside the work area at all times while work is in progress.

2. It is the intent of these specifications that all phases of the work shall be executed by skilled craftsmen experienced or receiving training by experienced personnel in each respective trade. The experience records of each of the craftsmen shall be available upon request.

Q. PROJECT CLEANUP

To the greatest extent possible, it shall be the intent of these specifications to keep a clean orderly work area.

After final project testing all Owner materials that were removed from the work area shall be replaced in the appropriate area.

As mentioned previously, if possible, the asbestos containing materials should be removed directly into disposal containers. This may not always be possible. When materials are allowed to fall to the floor efforts shall be made to place the material in the disposal containers as soon as practicable.

Owner will designate toilet facilities for use by the Contractor. Any employee leaving the work area shall follow all decontamination procedures necessary or as described herein. It is the contractor's responsibility to maintain the toilet facilities clean and orderly.

R. TOILET FACILITIES

Owner will designate toilet facilities for use by the Contractor. Any employee leaving the work area shall follow all decontamination procedures necessary or as described herein. It is the contractor's responsibility to maintain the toilet facilities clean and orderly.

S. EATING, DRINKING, SMOKING

No smoking, eating, or drinking shall take place inside the work area. Prior to smoking, eating or drinking, the workers shall fully decontaminate as described previously. Upon returning to the work area, the worker shall don new protective clothing.

The worker may wear the uncontaminated protective clothing outside the work area prior to returning into the work area.

T. PAYMENT

Compensation for work covered under this Section shall be included in the lump sum price for the asbestos abatement program as specified herein.
SAFETY

I. GENERAL

The Contractor shall comply as a minimum, with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act (051-IA) of 1970 (P.L.91-596) and under Section 107 of the Contract Work Hours and Safety Standard Act (PL 91-54).

Particular mention should be made to OSHA 1926.1101 and DHEW (NIOSH) publications Nos. 78-193A and 78-193B.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his equipment, appliances, and methods, and for any damage or contamination which may result from their failure or their improper use, maintenance or operation.

A. The Contractor shall designate a responsible member of his organization on the work site, whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed in writing to the Owner, the Owner's representative, or the Engineer, or in the designated person's absence, this person shall be the Project Superintendent.

B. The Contractor shall assume all responsibility for any toxic effects to workers from air supplied respirator, effects of airborne encapsulant particles, mist, or vapors, or any wetting agents utilized and the disposal of said wetting agent(s) and any residual toxic damaging residues to personnel or property.

II. WORK CREWS

The Contractor shall be responsible for setting the size of his work crew; however, during removal operation a minimum of two (2) workers shall be in the work area at one time. Workers should not be allowed to work alone within the work area.

Work platforms may be provided for overhead work requiring elevating the workers. It shall not be permissible to allow more than one (1) worker to work from any one ladder, multiple ladder or work platforms shall be utilized.

III. ELECTRICAL

During the removal operations the contractor may be placing his workers in a potentially hazardous electrical environment. Care and special consideration should be exercised by the Contractor to avoid electrical shock to his employees. The requirements as se forth in the National Electrical Code, latest edition, shall be adhered to all times.

Whenever and wherever necessary the contractor shall de-energize the existing electrical power and install temporary electrical power in the work areas where building electrical power is not required.

IV. RESPIRATORY PROTECTION

A. General

All respiratory protection programs shall be established in accordance with the respiratory protection requirements of 29 CFR 1910.134 and 29 CFR 1926.1101. These regulations shall be considered a requirement of these specifications.

During renovation activities involving asbestos containing materials, employees of the Contractor may be exposed too high concentrations of asbestos fibers for short periods of time. When an employee is exposed to concentrations of airborne toxic materials which are above the maximum standards established by the OSHA, the law requires implementation of feasible engineering controls and for administrative controls to reduce employee exposure. For the renovation activities described herein for this project, these controls shall not be considered as feasible and as an alternative the Contractor must provide respiratory protection for his employee conducting renovation work on the asbestos containing materials. In addition to providing respiratory equipment, the Contractor has the responsibility of implementing a respiratory protection program. The following subsection provides for the establishment of standard protection program, but does not relieve the Contractor from the implementation or enforcement of said program.

B. Respiratory Program Administrator

The Contractor shall designate an administrator for his respiratory program. This person shall be responsible for the implementation and enforcement of the provisions and procedures set forth in the respiratory protection program. The Contractor shall submit the name of the program administrator to the Owner, Owner's representative or the Engineer. In the absence of notice to the contrary, filed in writing with the Owner, Owner's representative, or the Engineer, this person shall be assumed to be the Project Superintendent.

C. Selection and Use of Respiratory Protection Equipment

All respirators used shall be selected from those approved by the National Institute of Occupational Safety and Health (NIOSH) for use in atmospheres containing asbestos fiber. A NIOSH approved respirator contains the following: an assigned identification number placed on each unit; a label identifying the type of hazard the respirator is designed to protect against; additional information on the label which indicates limitations and identifies the component parts approved for use with the basic unit. The above mentioned approved respirators shall be worn for the renovation work conditions specified below:

1. The employer shall provide a PAPR for Class I and II work and Class III work where TSI of surfacing ACMIP ACM is disturbed

2. The employer shall provide a full-face pressure demand supplied air respirator with auxiliary SCBA for all class I work.
a. Airborne concentration less than 1 f/cc: half mask air purifying respirators equipped with high efficiency filters,
b. Airborne concentration less than 5 f/cc: full face piece air purifying respirator equipped with high efficiency filters.
c. Airborne concentration less than 10 f/cc: powered air purifying respirator equipped with high efficiency filters or supplied-air respirator operated in continuous flow mode.
d. Airborne concentration less than 100 f/cc: full face piece supplied-air respirator operated in pressure demand mode.
e. Airborne concentration greater than 100 f/cc or unknown concentration: full face piece supplied-air respirator operated in pressure demand mode equipped with an auxiliary.

D. Personnel Fitness

Only those individuals who are medically able to wear respiratory protection equipment shall be issued one. Before being issued, a respirator, and employee of the Contractor shall have received a medical and physical examination.

E. Respirator Fit Tests

Each employee determined medically fit to wear a respirator shall be qualitatively fit-tested upon receiving his equipment and then regularly throughout the project. Methods for fit-testing shall be those described in Appendix C of 29 CFR 1926.1101 "Qualitative and Quantitative Fit testing Procedures".

V. PERSONNEL EXPOSURE MONITORING

The Contractor shall provide personal exposure monitoring as required by OSHA regulation 29 CFR 1926.1101. Personnel air monitoring results shall be posted within 72 hours of sampling.

The Owners representative shall provide air monitoring outside the asbestos control area at all times during removal.

VI. PROTECTIVE CLOTHING

It shall be a requirement of this Contract that protective clothing be worn during the actual removal of asbestos-containing material (protective clothing shall be worn by all personnel inside the work area during application of the sealant). The requirement of protective clothing as specified herein shall be supplementary to any and all requirements or guideline for protective clothing as set forth by EPA or OSHA as it pertains to asbestos abatement projects.

A. Clothing

Coveralls recommended for asbestos exposure, such as the disposable type shall be worn at all times while inside the work area. These coverall shall cover the body, full length of legs and full length of arms. head
hoods may be included, be shall be covered elsewhere in specifications. Street or work clothes may not be worn underneath the coverall unless disposed of as asbestos contaminated waste at the end of the project. Clothes worn over or underneath the coverall shall no be removed from the work area (once contaminated by entering the work area).

B. Foot Covering

Foot covering shall include shoes, boots, and/or covering of shoes. High top rubber boots are recommended but not required. Regardless of the foot protection chosen, they must remain inside the work area for the duration of the project. All footwear other than rubber shoes or boots shall be disposed of as asbestos contaminated waste at the end of the project.

C. Head Covering

Head covering shall be worn on this project at all times. This may be a hood attached to the coveralls, a separate hood, or surgeon's cap. A hard hat alone is not acceptable. The head covering shall be worn underneath the hard hat but over any respiratory protection equipment. Whenever there is the danger of overhead falling objects, or workers working overhead, all workers below shall wear hard hats which meet current ANSI Standards. Hard hats shall not be removed from the work area until thoroughly cleaned by set washing.

D. Other Protective Equipment

Protective gloves shall be worn by all employees involved in scraping or removal operations inside the work area. Sweat bands, knee pads, watches, rings, etc., shall not be allowed to be removed from the work area but shall be disposed of as asbestos waste.

E. Sealing Clothing

Pant legs shall be securely sealed to the footwear with tape thus reducing the possibility of allowing asbestos entrapment. Shirt sleeves shall have elastic closures at the wrist or be taped as to be secure around the wearer's wrist. Short pants or short sleeve overalls will not be allowed as they cannot be sealed adequately.

F. Removal of Clothing from the Work Area

Only rubber, metal or plastic articles of clothing, footgear, or headgear shall be removed from the work area. Prior to removing any item from the work area, it shall be thoroughly cleaned and washed as described in the decontamination procedures. All non-rubber, non-plastic or no-metal items shall be disposed of as asbestos containing waste and not removed from the contaminated work area.

**OPTIONAL PREBID CONFERENCE:** An optional prebid conference and site visit will be held at 10:00 a.m. November 14, 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. If special ADA accommodations are needed, please contact James Simpson at 434.395.2093 by November 11, 2005.

**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-Wynne Asbestos.

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 ACCOMMODATIONS TO DELIVER PROPOSAL, CONTACT THE MATERIEL MANAGEMENT OFFICE AT (434) 395.2093 TWENTY-FOUR (24) HOURS PRIOR TO SOLICITATION CLOSING.

**CONTRACTOR SHALL BE A MEMBER OF EVA TO BE AWARDED THIS CONTRACT. REGISTRATION INFORMATION IS FOUND ON PAGE 29 OF THIS SOLICITATION.**
Pricing Schedule

The Bidder agrees to provide the abatement services in compliance with the requirements of this IFB.

Cost for Abatement, disposal as listed in the Scope of Work.

LUMP SUM $__________________________
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.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 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 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/offereors) 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/offeree), 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/offereors) 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/offereors) 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** (Insert wording below appropriate to the solicitation type as indicated):

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.

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.

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/offoror) to perform the services/furnish the goods and the (bidder/offoror) 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/offoror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offoror’s) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offoror) fails to satisfy the Commonwealth that such (bidder/offoror) 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.

**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

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 coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. **Workers’ Compensation - Statutory requirements and benefits.** Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. **Employer’s Liability - $100,000.**

3. **Commercial General Liability - $1,000,000 per occurrence.** 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.

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:

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<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 aggregate</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
</tbody>
</table>
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) $1,800,000 per occurrence, $3,000,000 aggregate

(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.

Insurance/Risk Management $1,000,000 per occurrence, $2,000,000 aggregate
Landscape/Architecture $1,000,000 per occurrence, $1,000,000 aggregate
Legal $1,000,000 per occurrence, $5,000,000 aggregate
Professional Engineer $2,000,000 per occurrence, $6,000,000 aggregate
Surveying $1,000,000 per occurrence, $1,000,000 aggregate

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 web site (www.eva.state.va.us) for a minimum of 10 days.

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, 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.

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.

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. 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.

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.
SPECIAL TERMS AND CONDITIONS
GOODS AND NONPROFESSIONAL SERVICES

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

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

6. **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.

7. **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 ______________
8. **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.

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

   From: _______________________________  Name of Bidder/Offeror  Due Date  Time

   Street or Box Number  IFB No./RFP No.

   City, State, Zip Code  IFB/RFP Title

   Name of Contract/Purchase Officer or Buyer _______________________________

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

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

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

11. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE**:  
   A. 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 small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

   B. Each prime contractor who wins an award in which provision of a small, women or minority-owned (SWAM) procurement plan is a condition of 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. When such business has been subcontracted to these firms and upon completion of the contract, 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 (small, women, or minority-owned), and type of product/service provided. 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 remedies may be assessed in lieu of withholding such payment.

12. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 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.

13. **PREBID/PREPROPOSAL CONFERENCE - MANDATORY/OPTIONAL:** (Note: Select one of the following two clauses if a mandatory or optional prebid or preproposal conference is desired and include it in the solicitation.)

   A. **OPTIONAL PREBID/PREPROPOSAL CONFERENCE:** An optional prebid/preproposal conference will be held at 10:00 a.m. November 14, 2005 at the Facilities Management Conference Room (Room 211). The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

      While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal 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.

14. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

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

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<tr>
<th>ORGANIZATION</th>
<th>ADDRESS</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE</th>
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16. **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.

17. **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.

18. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in (**single**) eVA purchase order(s) with the 1% transaction fee capped at $500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://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.

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 comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. 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.state.va.us](http://www.eva.state.va.us). Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

19. **NON-PROFIT SHELTERED WORKSHOPS AND NONPROFIT ORGANIZATIONS:**

   A. Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to nonprofit sheltered workshops and nonprofit organizations serving the handicapped. A list of nonprofit sheltered workshops and nonprofit organizations of Virginia serving the handicapped can be found at [www.vadrs.org](http://www.vadrs.org).
B. Each prime contractor who is awarded a contract where using a nonprofit sheltered workshop or nonprofit organization serving the handicapped is a condition of the award, shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When a portion of the contract has been subcontracted to these organizations and upon completion of the contract, the contractor agrees to furnish the purchasing office, at a minimum, the following information: name of nonprofit sheltered workshop or nonprofit organization serving the handicapped, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

20. **Reporting Instructions:** The contractor shall provide a monthly report on Small Business/Women Owned Business and Minority Business usage to Mr. James E. Simpson, VCO, CPPB. Forms for reporting are attached.
Attachment I: **SWAM (Small, Women, and Minority-owned Businesses) Utilization**

Company Name:____________________ Preparer Name___________________ Date:________________

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?  
Yes_____ No______  
If yes, certification number:____________ Certification date:________________

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise?  
Yes_________ No____________  
If yes, certification number:_____________ Certification date:_________________

Is your firm a **Minority-owned Business Enterprise** certified by the Department of Minority Business Enterprise?  
Yes_______ No______  
If yes, certification number:_____________ Certification date:_______________

**Instructions:** Use the following form to report SWAM usage for the monthly report to Longwood University. This report shall be submitted to Mr. James E. Simpson, VCO, CPPB, Materiel Management Department, Longwood University, Bristow Building, Corner Main & Redford Streets, Farmville, Virginia 23909 at the beginning of each month for the previous month of the contract. A monthly report shall be submitted each month of the contract.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-789-6585 outside Virginia, or online at [www.dmbe.virginia.gov](http://www.dmbe.virginia.gov) (Customer Service).
<table>
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<tr>
<th>SWAM Business Name and Address</th>
<th>SWAM Status: Small (S), Women (W), Minority (M) &amp; DMBE Certification # and date</th>
<th>Contact Person, Telephone and email</th>
<th>Type of Goods and/or Services</th>
<th>Contract Involvement</th>
<th>Current Contract Dollar Expenditure Amount</th>
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1. Utilization of SWAM Businesses
METHOD OF PAYMENT: Contractor may invoice Owner on a single invoice basis for work completed under the terms of this agreement or no more frequently than monthly. Owner will make payment within 30 days upon receipt of invoices. Invoices should be mailed to:

Accounts Payable
Ms. Ellen Ranson
Longwood University
201 High Street, Farmville, Virginia 23909

The Contractor may only invoice for the percentage of work completed to the date of the invoice and that the Owner will verify that this percentage is complete before payment is made. If the Owner determines that the percentage of work completed, shown on the invoice, is not correct then the Owner may adjust the percentage and payment to show the corrected amount.
REFERENCES: Indicate below a listing of at least four (4) recent references for whom you have provided this type of service, preferably colleges and universities comparable in size to Longwood University. Include the date service was furnished and the name and address of the person the University has your permission to contact.

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CONTRACTOR LICENSES LISTED: