INVITATION FOR BIDS

IFB

Date: March 6, 2006

IFB: 214-06-Hull

Title: HULL BUILDING – Coping Repairs

#214-770121-02026

Issuing Agency: Commonwealth of Virginia

Longwood University
Department of Materiel Management
Bristow Building Room #218
Main & Redford Streets
Farmville, Virginia 23909

Using Agency and/or Location where work Will be performed: Longwood University

Sealed Bids Will Be Received no later than 2:00 PM, local time on April 6, 2006. Bids will be read aloud at 2:00 PM on April 7, 2006.

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

IF BIDS ARE HAND DELIVERED, DELIVER TO: MATERIEL MANAGEMENT OFFICE, BRISTOW BUILDING, CORNER MAIN (U.S. BUSINESS 15) AND REDFORD STREETS, ROOM #218, FARMVILLE, VIRGINIA 23909. IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Services At The Price(s) Indicated In Pricing Schedule which is included with the bid documents and plans obtained from locations listed.

Name and Address of Firm:

Date: ______________________

By: ______________________

Signature in Ink

Name Typed or Printed

FEI/FIN No._______________________

Telephone No.(____)______________

Fax No.(_____)

Pre-Bid Conference: A pre-bid conference and site inspection will be held at the Bristow Building, Facilities Management Conference Room (Room 211), Longwood University, Farmville, Virginia at 2:00 pm, on March 22, 2006. Attendance shall be optional for those submitting a bid. 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 pre-bid, pre-proposal conferences or 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 Invitations for Bids/Addenda/Awards. Click on the solicitation 214-06-Hull.

It is the sole responsibility of the bidder/offeror to check these web pages for all changes to the IFB’s or RFP’s prior to submission. Failure to do so may cause your bid or proposal 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.

EVA member  yes _______ no ___________

*Note: See General Terms and Conditions item X for membership details.
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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 as described by the Plans and Specifications, other documents listed in the Specifications, and any addenda which may be issued, all of which request qualified bidders to submit competitive prices or 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 Section 7 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/Engineer for interpretation. Bidders must use the “Prebid Question Form” provided in the bid documents. Bidders must so act to assure that questions reach the Architect/Engineer at least six (6) days prior to the time set for the receipt of bids to allow a sufficient time for an addendum to reach all bidders before the submission of their bids. If, however, there are two (2) weeks or less between the first bid advertisement and the time set for receipt of bids, then bidders must submit questions so they reach the A/E no later than 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 Invitation for Bids 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. In some instances, the Time for Completion may be stated in the form of a Contract Completion Date based on a stipulated date of 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 will state a Contract Completion Date, which has been set by the Owner based on the date of the Notice to Proceed and the Time for Completion.
The Contractor, in preparing and 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.

If the Owner designates the public historical climatological records to be used, the bidder shall use those records in computing bids. If 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 joint ventures must be signed in the joint venture name by one of the joint venturers or an authorized representative of one of the joint venturers, followed by the designation/title of the person signing, and a list of the joint venturers. 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 evidence 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, and insert his Contractor license/registration
number:

Licensed Class A Virginia Contractor No. ______________

or

Licensed Class B Virginia Contractor No. ______________

If the bidder is not properly licensed in Virginia at the time the bid is submitted, or if
the bidder fails 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
perform 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 **Commonwealth of Virginia Standard Bid Bond, Form CO-10.2** 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 §2.2-4336 of the Code of Virginia, as amended.

(b) See §2.2-4338 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 have 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 other 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 at the designated location 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, or the telegraphic message must be sent in the name of said person. The modification must state specifically what is to be modified and by what amount or it must state the item to be modified and what the corrected amount should be. (e.g. “Deduct $25,000 from Part A and from the Total Base Bid amount”; or “Add $23,456 to the Total Base Bid Amount”; or Instruction to Bidders/7
“Deduct $15,650 from the Additive #2 amount”. A modification to “Deduct $25,000 from Part A” will only be applied to Part A and not to the Total Base Bid Amount) Unless otherwise specified by the Bidder in the modification, the modification will be applied to the TOTAL BASE BID AMOUNT shown on the Bid Form. (e.g. a modification stating only “Deduct $25,000” which is properly signed will be deducted from the Total 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. Therefore, it is the bidder’s responsibility to take into account all factors which may impact on its bid deliverer/courier’s ability to deliver the bid and to implement whatever actions are necessary to have the bid delivered to the proper bid receipt location prior to the bid receipt deadline. No bids or bid modifications 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 in 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 §2.2-4342 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 §2.2-4330.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 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 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 on or before the time, date and place required shall constitute a waiver by that bidder of his right 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 five (5%) percent.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material 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. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the Owner 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 lowest remaining bid shall be deemed to be the low bidder on the project.

10.0  **REJECTION OF BIDS:** The Owner reserves the right to cancel the Invitation for Bids, 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 §2.2-4319, 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 bidder’s 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;
(f) any current debarment of the contractor, any officer, director or owner, from bidding or contracting by any public body of any state, and 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 §2.2-4359 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 entered on the Bid Form including any properly submitted bid modifications plus as many Additive Bid Items taken in sequence as the Owner in its discretion chooses to Award. Where the sum of the values entered in the multiple parts do not agree with the Total Base Bid amount, the Total Base Bid amount entered on the bid form, including any properly submitted bid modifications, shall take precedence.

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 available funds, pursuant to §2.2-4318 of the Code of Virginia, as amended, and Section 12(c) herein.

(b) Informalities: The Owner reserves the right to waive any informality in the 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 §2.2-4318 of the 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 included 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.

(d) Notice of Award: The Notice of Award, the Notice of Intent to Award, or the Notice of Decision to Award will be posted at the Agency’s standard location for posting notices as shown on the “Notice of Invitation to Bid”. In addition the Agency may also post such notice on the Agency’s Website and/or the DGS central electronic procurement Website.

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 the General Conditions and §2.2-4337 and §2.2-4338 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 is 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 Title 2.2, Chapter 43, Article 6, §2.2-4367 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 stated in the Invitation for Bids is required for each set as a guarantee of the safe return of the documents within ten (10) days of bid opening. This deposit will be refunded in full on not more than two sets to each bidder who submits a prime contract bid and who returns the documents in good condition. Refund will be made on sets to non-bidders and subcontractors in the amount of half of the deposit when the sets are returned in good condition within 10 days. A non-refundable shipping charge may be required if stated in the Notice or the Invitation For Bids.

19.0 GENERAL CONDITIONS: The General Conditions of the Construction Contract, G. S. Form E&B CO-7, current addition dated 12/31/96 with Revisions dated 03/02, are incorporated in the bid documents. If these General Conditions are incorporated by reference, the bidder may obtain a copy of the current edition 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:** See the Invitation for Bids for requirements for a prebid conference and whether such conference is mandatory or optional.

21.0 **INSPECTION OF BID DOCUMENTS:** Copies of the Invitation for Bids 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 listed in the Notice of the Invitation for Bids.

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.

23.0 **END OF INSTRUCTIONS TO BIDDERS**
NOTICE OF INVITATION FOR BIDS (IFB)

I. Purpose: Sealed bids are invited for the construction of the Hull Building – Coping Repairs project, Project Code No. 214-770121-02026 at Longwood University, Farmville, Virginia. The project consists of repairs and resealing of coping stones and related repairs.

II. Scope of Work: Furnish all labor, materials, services, supervision and equipment necessary for the repairs and resealing of coping stones and related repairs for Longwood University an agency of the Commonwealth.

Sealed bids will be received at Longwood University, Office of Materiel Management Department, Bristow Building, Room 218, Redford Street at Main Street, Farmville, Virginia 23909. The deadline for submitting bids is 2:00 P.M. sharp, as determined by the Bid Officer, on April 6, 2006. The bids will be opened publicly and read aloud beginning at 2:00 P.M., on April 7, 2006 at the same location.

A pre-bid conference and project site inspection will be held at the Bristow Building, Facilities Management Conference Room (Room 211), Longwood University, Farmville, Virginia at 2:00 pm, on March 22, 2006. Attendance shall be optional for those submitting a bid.

A Bid Bond is required. Refer to the Instructions to Bidders.

The contract shall be awarded on a lump sum basis based on the Total Base Bid Amount plus as many Additive Bid Items taken in sequence as the Owner in its discretion decides to award. ‘Notice of Award’ or ‘Notice of Intent to Award’ will be posted on the bulletin board at Bristow Building, Longwood University, Farmville, Virginia, on the eVA website, http://www.dgs.state.va.us and on the Longwood University Materiel Management website, http://www.longwood.edu/. Click on offices, Purchasing, Solicitations/Awards, Open Invitations for Bids/Addenda/Awards.

All inquiries for information should be directed to: Materiel Management Office, Longwood University (434) 395-2093.

Bidders’ attention is invited to the requirements of Section 2.2-4334, of the Code of Virginia, pertaining to Contractor registration, which is required for this project. See the Invitation for Bids for additional qualification requirements.

Bidding Documents including drawings and specifications for the above project may be obtained from the office of:
Kuntz and 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 within the bid documents.

Bidders may secure the loan of up to 2 sets of bidding documents upon depositing $20.00 per set. A full
deposit refund will be made for each loaned set of bid documents by bidders submitting a bid and returned to the Architect’s office in good (no markings or interlineations) condition within 10 days of the bid opening date. For each set of documents issued, a non-refundable shipping and handling charge in the amount of $20.00 will be required along with the deposit. Partial sets of bidding documents will not be issued. Contact the Architect’s office.

Copies of the Invitation to Bid including drawings and specifications and the General Conditions of the Constructions Contract, G.S. Form E&B, CO-7, dated Issue for Bid March 6, 2006 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
(434) 395-2089

McGraw-Hill Corporation
5540 Falmouth Street
Suite 101
Richmond, Virginia 23230

The Plan Room, Inc.
308 Turner Road, Suite D
P. O. Box 35138
Richmond, Virginia 23225

Valley Construction News
428 West Campbell Avenue
Roanoke, Virginia 24016

Builders Exchange - Richmond
3207 Hermitage Road
Richmond, Virginia 23227

All inquiries for information shall be directed to Mr. James Simpson at Longwood University at the number listed below. Technical inquiries shall be directed to the office of the Architect.

Owner: Longwood University
James E. Simpson, CPPB, VCO, Director
Materiel Management Department
201 High Street, Bristow Building
Farmville, Virginia 23909
(434) 395-2093
III. 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/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/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/offor) has questions about the specifications or other solicitation documents, the prospective (bidder/offor) 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/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. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

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/offor) 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/offorors) 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 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.)

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<th>Profession/Service</th>
<th>Limits</th>
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<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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Architecture $2,000,000 per occurrence, $6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors $1,000,000 per occurrence, $3,000,000 aggregate
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, $3,000,000 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

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 web site (www.eva.state.va.us) 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, 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 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.
IV

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 informalities, 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
  - 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 the label or Page 1 of the solicitation.

If a bid/proposal is not contained in a sealed envelope with the label or properly addressed, the bidder/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.

8. Longwood College 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 College is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the intradepartmental College Mail System. It is the sole responsibility of the Proposer to ensure that its proposal reaches the Materiel Management Office by the designated date and hour. Parking is difficult, plan to arrive early. If an offeror 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.
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. **PERFORMANCE AND PAYMENT BOND:** The successful bidder shall deliver to the purchase office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award.

13. **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.

14. **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.

15. **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.

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

   a. The contractor shall:
Perform his 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;

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

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 his subcontractor(s), to effect all cutting, filling, or patching of his 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 his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his 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 his 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 his 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. **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.

18. **PRIME CONTRACTOR’S 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.

19. **PREBID CONFERENCE:** An Optional pre-bid conference and project site inspection will be held on **March 29, 2006 at 2:00 p.m. 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. **Addendums:** Any changes resulting from pre-bid, pre-proposal conferences or 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 Invitations for Bids/Addenda/Awards, IFB 214-06-Hull. It is the sole responsibility of the bidder/offeror to check these web pages for all changes to the IFB’s or RFP’s prior to submission. Failure to do so may cause your bid or proposal to be determined non-responsive. Longwood University will not mail or fax these documents.

22. Longwood College 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 College shall also not discriminate against faith-based organizations. (Code of Virginia § 11-41/02.)

23. **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, 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 his objection, access within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
BID FORM

DATE:

PROJECT: Hull Building Coping Repair
Longwood University, Farmville, VA
Project Code: 214-770121-02026

To: Commonwealth of Virginia
Longwood University
Materiel Management Department
Bristow Building, Room 218
Redford Street at Main Street
Farmville, Virginia 23909
Attn: Mr. James Simpson, Director

In compliance with and subject to your Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the Plans and Specifications dated (Issue for Bid 6 March 2006), and the Addenda noted below, as prepared by Kuntz & Associates, Architects, 7906 Andrus Road, Suite #18, Alexandria, Virginia 22306, for the consideration of the following amount:

BASE BID (excluding work in Additive Bid Item):

TOTAL BASE BID AMOUNT IS:

___________________________________________________________ Dollars ($________________________)

ADDITIVE BID ITEM 1:

The lump sum price for all work including all labor, materials, services, and equipment necessary to complete the Work described in the Contract Documents as Additive Bid Item 1 for Cornice resealing, Pipe vent resealing, and Term Bar resealing complete, in accordance with the drawings and specifications is:

___________________________________________________________ Dollars ($________________________)

Contract award will be based on the TOTAL BASE BID AMOUNT shown above (including any properly submitted bid modifications) plus the Additive Bid Item as the Owner in its discretion decides to award.

The bidder has relied upon the following public historical climatological records:
United States Weather Service for Farmville, VA.

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 60 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 the date of Substantial Completion as determined by the A/E.
ADDENDA:

Acknowledgment is made of receipt of the following Addenda: ____________

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

If notice of acceptance of this bid is given to the undersigned within 30 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver a contract in the prescribed form (Commonwealth of Virginia Contract Between Owner and Contractor, Form CO-9) within 10 days after the contract has been presented to him for signature. The required payment and performance bonds, on the forms prescribed, shall be delivered to the Owner along with the signed Contract.

Immigration Reform and Control Act of 1986: The undersigned certifies that it does not and will not during the performance of the Contract for this project violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

DISQUALIFICATION OF CONTRACTORS: By signing this bid or proposal, the undersigned certifies that this Bidder or any officer, director, partner or owner is not 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, nor is this Bidder a subsidiary or affiliate of any firm/corporation that is currently barred from bidding on contracts by any of the same. We have attached an explanation of any previous disbarment(s) and copies of notice(s) of reinstatement(s).

Either the undersigned or one of the following individuals, if any, is authorized to modify this bid prior to the deadline for receipt of bids by writing the modification and signing his name on the face of the bid, on the envelope in which it is enclosed, on a separate document, or on a document which is telefaxed to the Owner or by sending the Owner a telegraphic message:

_________________________________________________________

_________________________________________________________

_________________________________________________________

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No. _______________ Bidder ______________________________

Contractor Class _______________ By ______________________________

Specialty _______________ (Name of Firm)

Valid until ______________________ (Signature)

FEIN/SSN: ________________________ (Typed Name)
If Partnership (List Partners' Names) If Corporation, affix Corporate Seal &
list State of Incorporation

_________________________________

_________________________________

_________________________________

_________________________________

State: _____________________________

(Affix Seal)

Business Address:

_________________________________

_________________________________

_________________________________

_________________________________

Telephone # ________________________

FAX # ______________________________

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 offer or because of race, religion, color, sex, national origin, age,
disability, or any other basis prohibited by state law relating to discrimination in employment.

EVA member yes no

*Note: See General Terms and Conditions item X for membership details.

END BID FORM