INVITATION FOR BIDS

IFB

Issue Date: November 17, 2006

IFB#214-06-Willett Seating

Title: Willett Hall Seating Replacement
Project Code 214-17147/17169

Using Agency and/or Location Longwood University
Materiel Management Office
Bristow Building,
Corner Redford and Main Sts.
Farmville, Virginia 23909

Where Work Will Be Performed Longwood University

Sealed Bids Will Be Received until December 12, 2006 at 2:00 p.m. local time for furnishing the services described herein. Bids will be publicly opened and read aloud at 2:00 p.m. December 13, 2006 at the same location as receipt.

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 VII, Pricing Schedule.

* Virginia Contractor License No. __________________________
Class: _______________ Specialty Codes: __________________

Name and Address of Firm:

________________________________________________________
Name: ________________________ 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 14 for membership details. Contractor shall be a member of eVA to be awarded this contract.

DMBE Small Business___________ DMBE Minority Business___________ DMBE Woman
Owned Business _________ (You are encouraged to register with the Division of Minority Business Enterprises. http://www.dmbe.state.va.us)

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.

CONTRACTOR SHALL BE A MEMBER OF EVA TO BE AWARDED THIS CONTRACT. REGISTRATION INFORMATION IS FOUND ON PAGE 12 OF THIS SOLICITATION.
NOTICE OF INVITATION FOR BIDS (IFB)

I. PURPOSE: Sealed bids are invited for the construction of Willett Hall Renovation and Addition: Phase 1 Gymnasium Renovation Seating Replacement; Longwood University State Project code 214-17147/17169 in Farmville, VA. The project is generally described as the replacement of telescopic seating replacement.

Sealed bids will be received at Longwood University, 201 High Street - Bristow Building, Farmville, VA. The deadline for submitting bids is 2:00 P.M. sharp, as determined by the Bid Officer, on 12 December 2006. The bids will be opened publicly and read aloud beginning at 2:00 P.M., on 13 December 2006, at the same location.

A Bid Bond is required.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The bidder or offeror must be a registered vendor in eVA to be awarded this contract. Bidder must include the cost of the eVA transaction fee in its bid.

Procedures for submitting a bid, claiming an error, withdrawal of bids and other pertinent information are contained in the Instructions to Bidders, which is part of the Invitation for Bids. Withdrawal due to error in bid shall be permitted in accord with Section 9 of the Instructions to Bidders and § 2.2-4330, Code of Virginia. The Owner reserves right to reject any or all bids.

II. A pre-bid conference will be held at the site at 10:00 am, on 30th November 2006. Attendance shall be optional for those submitting a bid.

The contract shall be awarded on a lump sum basis as follows: the Total Base Bid Amount including any properly submitted and received bid modifications plus such successive Additive Bid Items as the Owner in its discretion decides to award in the manner set forth in Paragraph 12 of the Instructions to Bidders.

Contractor registration in accordance with Section 54.1-1103 of the Code of Virginia, is required. See the Invitation for Bids for additional qualification requirements.

The Invitation for Bids for the above project, including the drawings and the specifications containing the information necessary for bidding, may be obtained from A&E Supply Co., 1400 N. Boulevard Richmond, VA 23230, Telephone (800) 552-2709, Fax (804) 359-8217

A deposit of $100 for each set of the Invitation for Bids documents will be required as a guarantee of the safe return of the documents within ten days after the bid opening. Checks are to be made payable to Worley Associates - Architects. A non-refundable shipping charge of $25.00 per set is required for all sets requiring shipment. The non-refundable shipping charge shall be made by separate check payable to Worley Associates - Architects. Make requests for documents and deliver checks for deposits and shipping charges to A&E Supply Co.

Copies of the Invitation for Bids documents, including the plans and the specifications, will also be available for inspection at the following locations:
Worley Associates - Architects  Richmond, Virginia
Dodge Plan Rooms  McLean & Richmond, Virginia
Builders Exchange  Richmond, Virginia
Longwood University,  201 High Street - Bristow Building, Farmville, VA.

Authorized Official of Owner/Agency
BID FORM

DATE: __________

PROJECT: Willett Hall - Renovations & Addition
Phase 1 - Gymnasium Renovation
SEATING REPLACEMENT
Longwood University
Farmville, Virginia

Project Code: 214-17147-003

To: Commonwealth of Virginia
Longwood University
201 High Street - Bristow Building
Farmville, Virginia

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 6 November 2006, and the Addenda noted below, as prepared by Worley Associates -
Architects located at 908 N. Thompson St., Richmond, Virginia 23230 for the consideration of the following
amount:

BASE BID (including the following parts but excluding Work in any Additive Bid Items):

PART A
Lump sum price for demolition of existing and replacement of the Gymnasium telescopic seating
systems complete, and in accordance with the Plans and Specifications:

PART A = ________________________________ Dollars ($______________).

The undersigned understands that time is of the essence and agrees that the date for Substantial
Completion of the entire project shall be on or before __22 June 2007__, based on a Notice authorizing
Work to proceed on or before __13 December 2006__, and Final Completion shall be achieved
within 30 consecutive calendar days after the date of Substantial Completion as determined by the A/E.

* * * * * * * * * *

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 _________________ (Name of Firm)
Specialty _______________________ By _________________________________
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 # ______________________________
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/offereors) 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/offereor), 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/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs** (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 paym ent,
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.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

S. TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance 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.)

**Profession/Service**  
**Limits**  
Accounting $1,000,000 per occurrence, $3,000,000 aggregate  
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, 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, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet 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 Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. 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.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

   (i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

Y. 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.
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. **ASBESTOS**: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

3. **AS BUILT DRAWINGS**: The contractor shall provide the Commonwealth a clean set of reproducible “as built” drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All “as built” drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.

4. **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.

5. **AWARD OF CONTRACT**: All solicitations must specify the method of award. If the total award including all possible renewal periods are expected to be less than $100,000 use the appropriate Award clause below in J. or K. that states that the award may be made to a reasonably priced or reasonably ranked minority or woman-owned bidder or offeror that is other than the lowest priced bidder or highest ranking offeror. The wording on award to other than the lowest priced bidder or highest ranking offeror may be customized from the selection below to fit the circumstances of the purchasing agency. Select appropriate clause for the type of procurement:

   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.
6. **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.

7. **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.

8. **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 ________________

9. **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.

10. **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: ___________________________ Date: ___________ Time: ___________
   
   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.

11. **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.

12. **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.

13. **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.

14. **PREBID CONFERENCE - OPTIONAL**: An optional prebid conference will be held at
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, 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.

15. **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.

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 solicitation/contract will result in (**_______**) purchase order(s) with the eVA transaction fee specified below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500.00 per order.

b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

   (i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 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 provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

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.
1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor’s Primary Contact**:
   - Name: _________________________________ Phone: _________________________

3. **Years in Business**: Indicate the length of time you have been in business providing this type of good or service:
   - ________ Years ________ Months

4. **Vendor Information**:
   - FIN or FEI Number: _________________________________ If Company, Corporation, or Partnership
   - Social Security Number: ________________________________ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

   A. Company:___________________Contact:_________________________________
      Phone:(_____)____________________________
      Fax: (_____)________________________________
      Dates of Service: __________________________$ Value: __________________

   B. Company________________________________Contact: _________________
      Phone:(_____)___________________________
      Fax: (_____)_________________________________
      Dates of Service: ______________________$ Value: __________________

   C. Company:________________________________Contact: ___________________
      Phone:(_____)____________________________
      Fax:(_____)________________
      Dates of Service: ____________________     $Value: __________________

   D. Company: _________________________Contact: __________________________
      Phone:(_____)______________________
      Fax:(_____)________________________
      Dates of Service: __________________ $ Value: ______________________
I certify the accuracy of this information.

Signed: ________________________________
Title: ________________________________ Date: _______________