INVITATION FOR BIDS

ISSUE DATE: January 19, 2006
IFB# 214:06 Wynne Demolition

TITLE: Demolition and Removal of Wynne Building and Site Grading
Commodity Code: 91240

ISSUING AGENCY: COMMONWEALTH OF VIRGINIA
LONGWOOD UNIVERSITY
MATERIEL MANAGEMENT
201 HIGH STREET
FARMVILLE, VIRGINIA 23909

Period of Contract: Notice to Proceed with Completion within Thirty (30) Days.

SEALED BIDS WILL BE RECEIVED UNTIL: February 9, 2006 2:00 P.M.

FOR FURNISHING THE SERVICES DESCRIBED HEREIN AND OPENED IN PUBLIC.

ALL INQUIRES FOR INFORMATION SHOULD BE DIRECTED TO: James Simpson, Director of Materiel Management (434) 395-2093.

IF BIDS ARE MAILED, or DELIVERED: LONGWOOD UNIVERSITY, MATERIEL MANAGEMENT OFFICE, BRISTOW BUILDING, ROOM 219, 201 HIGH STREET, FARMVILLE, VA 23909.

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 SECTION XV, PRICING SCHEDULE.

NAME AND ADDRESS OF FIRM: ____________________________ DATE: ________________
BY: ____________________________
(SIGNATURE IN INK)

NAME: ____________________________

FEI/FIN # ____________________________ TITLE: ____________________________
FAX NUMBER ____________________________ PHONE: ____________________________
MINORITY ____ SMALL BUSINESS____ WOMAN OWNED____ OTHER ____

Virginia Contractor License No: ________ Class ________
eVA MEMBER ____ YES ____ NO
* Note: See General Terms and Conditions item (XIII) for membership details
• All Addendums will be posted to eVA and Materiel Managements web pages. It is the responsibility of the bidder to check these web pages for all changes to the IFB, prior to bid submission. Failure to do so may cause your bid to be determined non-responsive. Longwood University will not mail or fax these documents. 
http://www2.Longwood.edu/ifbrfp/reviewifb.asp

• **OPTIONAL PREBID CONFERENCE:** An optional prebid conference will be held at **10:00 A.M., on January 30, 2006** 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.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. PURPOSE</td>
<td>4</td>
</tr>
<tr>
<td>II. Scope of Work</td>
<td>4</td>
</tr>
<tr>
<td>III. Contractor’s Responsibilities</td>
<td>4</td>
</tr>
<tr>
<td>IV. General Requirements</td>
<td>4</td>
</tr>
<tr>
<td>V. Protection</td>
<td>4</td>
</tr>
<tr>
<td>VI. Traffic</td>
<td>5</td>
</tr>
<tr>
<td>VII. Pollution</td>
<td>5</td>
</tr>
<tr>
<td>VIII. Building Demolition</td>
<td>5</td>
</tr>
<tr>
<td>IX. Removal</td>
<td>6</td>
</tr>
<tr>
<td>X. Fill</td>
<td>6</td>
</tr>
<tr>
<td>XI. Statement of Qualifications</td>
<td>7</td>
</tr>
<tr>
<td>XII. Liquidated Damages</td>
<td>8</td>
</tr>
<tr>
<td>XIII. General Terms and Conditions</td>
<td>8</td>
</tr>
<tr>
<td>XIV. Special Terms and Conditions</td>
<td>18</td>
</tr>
<tr>
<td>XV. Pricing Schedule</td>
<td>21</td>
</tr>
<tr>
<td>XVI. Attachments</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>23</td>
</tr>
</tbody>
</table>
I. PURPOSE:
The intent and purpose of this Invitation For Bid [IFB] is to establish a contract with one qualified contractor for the demolition, removal and site grading of the Wynne Building, Located on Wynne Street at Longwood University; Farmville, Virginia. Building consist of approximately 25,000 square feet, construction consist of steel frame, concrete block, brick veneer.

II. SCOPE OF WORK:
Furnish all labor, tools, materials, and equipment required for the demolition and site grading of the Wynne Building.

III. CONTRACTOR'S RESPONSIBILITIES:
Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All work shall be performed between the hours of 8:00AM and 6:00PM, during normal working days. Exceptions to this schedule can only be made with the prior approval of the University.

The Contractor shall provide a qualified foreman present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in reading and understanding plans and the technical aspects of the project.

IV. GENERAL REQUIREMENTS
The successful contractor shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated during the course of providing contracted services.

Actual demolition shall incorporate the demolition and disposal of the main structures, removal of footings slabs, debris, and other undesirable objects. See attachments. Available in PDF file by calling (434) 395-2306

V. PROTECTION
1. Provide passageways around the areas of demolition to ensure safe passage of persons in the area.

2. No part of the buildings may be left in an unsafe condition. If any danger is imminent, the contractor shall rope off or place barricades around the area.

3. Protect existing trees and vegetation adjacent to the demolition areas. With permission from the University, some vegetation may be removed to facilitate demolition.
VI. TRAFFIC

1. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

2. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the University.

3. The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.

VII. POLLUTION CONTROLS

1. Use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air, to the lowest level of air pollution practical for the condition of work. Comply with the governing Clean Air regulations. Do not use water where it may create hazardous or objectionable conditions such as pollution, ice, or flooding.

2. Clean adjacent improvements including walks and streets of all dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing prior to the start of the work.

VIII. BUILDING DEMOLITION

1. Demolish the building completely and remove all debris and rubble from the site. Use such methods as required to complete the work within the limitations of governing regulations.

2. Proceed with demolition in a systematic manner from the top of the structure to the ground. Complete demolition work above each floor or tier before disturbing any of the supporting members on the lower levels.

3. Demolish concrete and masonry in small sections.

4. Remove structural framing members and lower to ground, by means of hoists, derricks, or other suitable methods.

5. Locate demolition equipment throughout the structure and remove materials so as to not impose excessive loads to supporting walls, floors or framing.

6. Demolish foundations, other walls and footings.

7. The use of swinging weight, - clamshell bucket, power shovel, bulldozer or other mechanical contrivance for the purpose of demolition shall be permitted.
8. Where a swinging weight or other mechanical contrivance is used, a protected zone of demolition at least one and one-half times the height of the structure or portion thereof being so demolished shall be maintained around the points of impact. The supporting cables shall be of such length or shall be so restrained that it is not possible for the weight to swing against any structure other than the structure being demolished.

9. Where a clamshell bucket is being used, a zone demolition shall be maintained within 25 feet of the line of travel of the bucket.

10. No materials shall be dropped to any point lying outside the exterior walls of the structure unless the area is effectively protected.

11. Columns, beams and other structural members which are being dismembered shall not be under any stress other than their own weight during removal and shall be chained or lashed in place to prevent any uncontrolled swinging or dropping. Large structural members shall not be thrown or dropped but shall be carefully lowered from the building.

12. All rubbish and debris shall be kept thoroughly wetted down to prevent dust and dirt from rising or spreading.

13. Burning on-site will not be permitted.

14. Blasting shall not be permitted on the project site.

15. Upon completion of all demolition work, the contractor shall repair any streets, sidewalks, or other features scheduled to remain, that have been damaged due to this demolition, to a condition equal to or better than their preexisting conditions.

16. The Contractor shall be responsible for the protection and preservation of all municipal and public utilities traversing the project site, the protection of manholes and manhole covers, value boxes and other devices serving buildings in the area and shall pay all costs of repair in the event of damage caused by his work.

IX. REMOVAL

Provide all fill necessary to bring the existing grades under the demolished or removed building to be level with the adjacent present grades. Fill to be compacted and left clean.

X. EROSION & SEDIMENT CONTROL

1. All vegetative and structural erosion and sediment control practices shall be constructed and maintained according to minimum standards and specifications of the Virginia Erosion and Control Handbook and Virginia regulations.

2. The plan approving authority must be notified one week prior to the preconstruction conference, one week prior to the commencement of land disturbing activity, and one week prior to final inspection.
3. All erosion and sediment control measures are to be placed prior to or as the first step in clearing.

4. A copy of the approved erosion and sediment control plan shall be maintained on the site at all times.

5. Prior to commencing land disturbing activities in areas other than indicated on the plans (including, but not limited to, off-site borrow or waste areas), the contractor shall submit a supplementary erosion control plan to the owner for review and approval by the plan approving authority.

6. The contractor is responsible for installation of any additional erosion control measures necessary to prevent erosion and sediment as determined by the plan approving authority.

7. All disturbed areas are to drain to approved sediment control measures at all times during land disturbing activities and during site development until final stabilization is achieved.

8. During dewatering operations, water will be pumped into an approved filtering device.

9. The contractor shall inspect all erosion control measures periodically and after each runoff-producing rainfall event. Any necessary repairs or cleanup to maintain the effectiveness of the erosion control devices shall be made immediately.

**XI. FILL**

Fill to be compacted and left clean. Material shall be clean, well-graded sand and gravel, free of organic matter, rubble, frost and all deleterious substance. Fill shall contain no rocks over 4" in the greatest dimension. Fill shall be compacted.
XII. STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company’s past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business -

2. Number of personnel employed: Part time - ______, Full time- ______,

3. List three contracts of this type/size your firm has completed within the last three years:

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<th>Project</th>
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4. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

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<th>Company name</th>
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Additional information may be requested subsequent to your responding to this proposal request.

**XIII. LIQUIDATED DAMAGES:**

Liquidated damages for late completion will be $100.00 per day.

**XIV. GENERAL TERMS AND CONDITIONS**

A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained by calling the Division of the Purchases and Supply - (804) 786-3845.

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 Contractor shall comply with applicable federal, state and local laws and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their bids or proposals, Bidders or 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 Section 11-51 of the Virginia Public Procurement Act which provides:

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:**

- The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bonafide occupational qualification reasonable 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 non-
discrimination clause.

- 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.

- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

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 or proposals, Bidders or Offerors certify that their bids are or proposals 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 or 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 or proposals, Bidders or Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their bids or proposals, Bidders or Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia nor are they an agent of any person or entity this is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

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 the 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 IFB'S AND RFP'S (as applicable):**

(1.) **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. Modifications 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.) **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 or Offeror has questions about the specifications or other solicitation documents, the prospective Bidder or 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.

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 procurement 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 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, § 11-69.*)

2. **To Subcontractors:**

a. A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all
amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions 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 the 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 or Offeror to perform the work/furnish the item(s) and the Bidder or 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 or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror's capabilities. The Commonwealth further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy the Commonwealth that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies 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 one of the following ways:

1. 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 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 to 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's Vendor's Manual. Neither the existence of a claim or 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.

2. 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.
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 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 or 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 or Offeror is responsible to clearly and specifically indicate 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 or proposals, all Bidders or 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 under this solicitation, the
Bidder certifies that if awarded the contract, Contractor shall have the following insurance coverage at the time the work commences. Additionally, Contractor shall maintain these during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the Contract the Commonwealth reserves the right to require the Contractor to furnish certificates of insurance for the coverage required by the Commonwealth as indicated.  

**INSURANCE COVERAGE REQUIRED:**

A. Worker's Compensation—Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on contractor's policy.

B. Employers Liability - $100,000.

C. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor’s Liability or Owner’s and Contractor’s Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability Coverage.

Automobile Liability - $500,000 – Combined single limit.

**ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the public posting board at Longwood College for a minimum of 10 days.

V. **DRUG FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor’s employees; (2) 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; (3) 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 (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder 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 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.
XIV. SPECIAL TERMS AND CONDITIONS

1. **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.

2. **BID IDENTIFICATION:** If mailing your bid send to: Longwood University, Materiel Management Office, Bristow Building, Room 214, Farmville, Va 23909, include bid identification # **214:06 Wynne Demolition** on the outside of the envelope.

3. **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.

4. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:** By my signature on this solicitation, I certify this firm(individual)and/or subcontractor is properly licensed for providing the goods/services specified.
   
   Contractor Name ________________
   
   Subcontractor Name ______________
   
   License # ______________________
   
   Type ___________________________

5. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is complete and in compliance with the contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

6. **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 university. Arrangements for site visitation may be made by contacting: Melvin Moore, (434) 395-2090.

7. **OPTIONAL PRE-BID CONFERENCE:** An optional pre-bid conference will be held:
   
   10:00 A.M., on January 30, 2006, in 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 this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

8. **AWARD:** The Commonwealth will make the award on a **total sum basis** to the lowest
responsive and responsible bidder meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

9. 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 the 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. All work performed under this contract by subcontractors shall be paid by the contractor.

10. 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 it’s subcontractor(s) and shall assure compliance with all requirements of the contract.

11. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired/replaced to the university’s satisfaction at the contractor’s expense.

12. CONTRACTOR’S PERSONNEL: All employees of the contractor/subcontractor shall comply with the rules and regulations of the university and shall maintain proper conduct. In the event the university finds, at its sole discretion, that an employee of the contractor is objectionable to the university, that employee shall be removed by the contractor/subcontractor from the university grounds and shall not again be employed by the contractor/subcontractor on university grounds until approved by the university.

13. PARKING POLICY: All contractor’s/subcontractor’s vehicles parked on the property of the university campus must be registered with the university’s department of Public Safety, located in the basement of the dining hall. All contractor’s parking passes shall be displayed.

14. PAYMENT OF INVOICE: The service being provided will be checked against the above written specifications prior to payment of invoice. The Contractor awarded this solicitation must send complete invoice to: LONGWOOD UNIVERSITY, Facilities Management, 201 HIGH STREET, FARMVILLE, VA 23909.

15. 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 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 Bid, 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 it’s bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places and manner of negotiation shall be agreed to by the agency and the lowest responsive, responsible bidder.

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

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XV. PRICING SCHEDULE:

Bidder Agrees To Provide The Demolition Services In Compliance With The Requirement Of This IFB.

Cost of demolition as listed in the Scope of Work –Section II.

**Lump Sum Total $ 0**

* Note: Contractor shall begin work within ___ days after notice to proceed is received and complete work within ___ days.