INVITATION FOR BIDS
IFB

Issue Date: December 2, 2003

Title: Inspection Services, Fire Extinguishers

Issuing Agency: Commonwealth of Virginia
Longwood University
201 High Street
Farmville, Virginia 23909

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


Sealed Bids Will Be Received until no later than 2:00 PM, January 6, 2004.

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

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

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 4 Pricing Schedule.

Name and Address of Firm:
________________________________________ Date: __________________________
________________________________________ By: __________________________
________________________________________ Signature in Ink
________________________________________
________________________________________ Name Typed or Printed
FEI/FIN No. __________________________
Telephone No. (____) ___________________
Fax No. (____) _______________________

Check appropriate status:

_____ Corporation; _____ Minority Business: _____ Partnership; _____ Individually owned;
1. **PURPOSE:** The intent and purpose of this Invitation For Bids is to establish a contract with one qualified contractor for the furnishing of monthly inspection services for approximately 655 fire extinguishers over the entire campus at Longwood University (herein referenced to as the University or Agency.)

2. **GENERAL:**

   2.1 **ISSUING/CONTRACTING OFFICE:** This Invitation for Bids is issued by Longwood University. The Department of Materiel Management, Longwood University is the sole point of contact for purposes of this IFB, resulting bids, and any resulting contract(s), unless otherwise stated herein.

   2.2 **REVISIONS TO THE INVITATION FOR BIDS:** In the event it becomes necessary to revise any part of this IFB, revisions will be provided to all contractors by publishing an addendum on the website.

   2.3 **DEFINITIONS:** The terms “The Purchasing Agency” and/or “The Purchasing Office” shall mean the Department of Materiel Management, Longwood University.

3. **SCOPE OF WORK:**

   A. The bidder shall provide service to approximately 655 fire extinguishers located in various buildings at Longwood University. This includes vehicle-mounted extinguishers, which will be removed from the vehicle for inspection/servicing. It will be the successful contractors responsibility to contact Agency Administrator for service on an on-going basis. There are 622 multi-purpose, ammonium phosphate Class ABC, sizes from 2-1/2# to 20#; 13 C02 type, carbon dioxide, Class BC, sizes 5# to 20#; and 20 regular dry chemical, 5#, 6#, and 10#, Class BC. These fire extinguishers include such brands as Badger, Buckeye, Kidde, Amerex, Sentry and Ansul. Longwood University reserves the right to add/delete or change the types, classes, sizes, and number of extinguishers.

   B. Inspection, service, and maintenance shall be required on an ongoing basis, with Monthly services conducted under the guide of NFPA #10. (Portable), EPA, local and state regulations at all times. Contractor shall supply the University with a comprehensive list of (1) serial numbers, (2) size and number, (3) location of extinguishers (existing) (4) class code and provide a copy to the Facilities Management Department with a copy to Materiel Management within 14 days after notification of award.

   C. All repair parts used will meet or exceed specifications listed by the manufacturer of the unit being serviced. Proof of these tests are required in writing. A Department of Transportation (VDOT) High Pressure Vessel Test Certification is required to perform the hydrotest. Proof of this certification must be available on request.

   1. Contractor shall provide on-site Monthly Inspections at the site where they are located. Monthly Inspections shall include general visual check of condition of extinguishers and compliance to NFPA Code 10 (such as proper mounting location, access, dates of inspections. Etc.) Scheduling of Monthly Inspections by Contractor shall be coordinated with Facilities Management.

   2. Fire extinguisher maintenance services shall include recharging and leak testing to extinguishers used and repairs/replacement of parts, such as pins, seals, gaskets, hoses, and gauges, handles, etc. as required.

   3. If Contractor elects to provide maintenance services at Contractor’s site, fire extinguishers shall be picked-up for maintenance and returned by Contractor to Facilities Management, Bristow Building.

   4. If Agency requests, Contractor shall provide written estimate of costs prior to provision of maintenance/repairs.
D. Replacement parts shall be invoiced at Contractor’s cost. Agency reserves the right to request verification of Contractor’s cost of any replacement parts provided. A parts price list shall be provided to Agency if requested.

E. When maintenance/repair service is required, the designated Agency’s administrator from Facilities Management shall phone vendor with the request, identify fire extinguisher(s), and the type of service that is to be performed. At this time, Agency’s administrator will state whether or not an estimate is required.

F. Contractor shall respond to request for service within two (2) business days from time call is placed by Agency. Extinguishers removed from Agency’s site for service shall be returned within two (2) business days from time of pick-up.

G. Contractor shall provide on-site services, pick ups, and returns of extinguishers from 8:15 a.m. and 4:00 p.m. Monday through Friday, holidays excluded.

H. The Contractor’s work force shall report to the Agency’s Facilities Management administrator at Bristow Building at the beginning of each job and shall sign in, and log in the fire extinguishers including I.D. numbers that are to be serviced.

I. Contractor and/or his employees who perform the Monthly Inspections, or any other on-site services that would require access to the Campus buildings, shall be identifiable at all times as contractor’s representative by uniform or shirt with company logo/emblem. Contractor shall give a 48 hour notice before coming to campus and shall check in with the Facilities Management Department and be issued a contractor’s badge.

J. Upon completion of each request for service the Agency’s administrator shall inspect the job and approve the Contractors invoice if the job is satisfactory.

K. Upon determination that extinguisher is beyond repair, cannot pass inspection, unsafe, etc. and condemned, Contractor shall return to Facilities Management. Agency will be responsible for disposal of same.

L. All services provided against this contract shall be fully guaranteed against defects in material and workmanship for a period of not less than sixty (60) days following date of completion of work.

M. Contractor shall abide by any procedural changes as needed or requested by Agency.

N. Agency administrator will not accompany contractor while conducting the Monthly Inspections of all fire extinguishers located throughout the campus of Longwood University.

O. Contractor shall provide and apply all required tags in accordance with NFPA.

P. Contractor shall assign a coordinator to review all billings to assure complete and accurate information and to act as contact person to the Agency.

Q. Contractor shall provide hydrostatic testing and six-year testing as needed according to previous records. Fire extinguisher records may be obtained from Facilities Management personnel.

R. Contractor shall be DOT licensed. A copy of this license shall be submitted with this bid.

S. Maintenance decals must be imprinted with contractor’s name, address, area code and phone number, and affixed to extinguisher per NFPA 10.
### 4. PRICING SCHEDULE:

#### Part A: Recharging Cost

<table>
<thead>
<tr>
<th>Type Extinguisher</th>
<th>Size Extinguisher</th>
<th>Recharging Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC</td>
<td>2.5#</td>
<td>$</td>
</tr>
<tr>
<td>ABC</td>
<td>5#</td>
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<tr>
<td>RDC</td>
<td>5#</td>
<td>$</td>
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<tr>
<td>RDC</td>
<td>6#</td>
<td>$</td>
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<tr>
<td>RDC</td>
<td>1O#</td>
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<tr>
<td>C02</td>
<td>2.5#</td>
<td>$</td>
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<td>C02</td>
<td>5#</td>
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<td>C02</td>
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<td>C02</td>
<td>15#</td>
<td>$</td>
</tr>
<tr>
<td>C02</td>
<td>20#</td>
<td>$</td>
</tr>
</tbody>
</table>

**SUB TOTAL PART A** $ __________________

#### Part B: Hydrostatic Test Cost

<table>
<thead>
<tr>
<th>Type Extinguisher</th>
<th>Size Extinguisher</th>
<th>Hydrostatic Test Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC</td>
<td>2.5#</td>
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<td>ABC</td>
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<td>RDC</td>
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<tr>
<td>C02</td>
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<td>C02</td>
<td>20#</td>
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</tbody>
</table>

**SUB TOTAL PART B** $ __________________

#### Part C: Inspection Cost:

<table>
<thead>
<tr>
<th>Type Extinguisher</th>
<th>Size Extinguisher</th>
<th>Inspection Cost</th>
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<tr>
<td>C02</td>
<td>20#</td>
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</table>

**SUB TOTAL PART C** $ __________________

**TOTAL PART A, B, C** $ __________________
5. GENERAL TERMS AND CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1 E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals),
(bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS**: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPS**

Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

1. **(For Invitation for Bids:)** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. **(For Request For Proposals:)** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS**: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

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

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

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

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

K. PRECEDENCE OF TERMS: 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 this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder’s/offeror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or
   
   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency’s right to audit the contractor’s records and/or to determine the correct number of units independently; or
   
   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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

S. TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Worker’s Compensation - Statutory requirements and benefits.
2. Employers Liability - $100,000.
3. 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.
   (Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverages are to include Products, Completed Operations Coverage and Garagekeeper’s Liability.)
4. Automobile Liability - $500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

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

<table>
<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practitioners, Pharmacists, Doctors, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations)</td>
<td>$1,700,000 per occurrence, $3,000,000 aggregate (Increased limit effective July 1, 2003)</td>
</tr>
<tr>
<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Landscape/Architecture</td>
<td>$500,000 per occurrence, $1,000,000 aggregate</td>
</tr>
<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Surveying</td>
<td>$100,000 per occurrence, $300,000 aggregate</td>
</tr>
</tbody>
</table>

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over $30,000 as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days and on the Longwood University Public Posting Board, Bristow Building and on the Longwood University website ([www.longwood.edu/purchasing](http://www.longwood.edu/purchasing)) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or
marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of 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, and complete the Ariba Commerce Services Network registration. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

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

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

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

2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

4. **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.

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

6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

7. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special label is not furnished, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

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<th>From:</th>
<th>Due Date:</th>
<th>Time:</th>
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<tr>
<td>Name of Bidder/Offeror</td>
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<td>Street or Box Number</td>
<td>IFB No./RFP. No.</td>
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<tr>
<td>City, State, Zip Code</td>
<td>IFB/RFP Title</td>
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| Name of Contract/Purchase Officer or Buyer: | |
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The envelope should be addressed as directed on the label or Page 1 of the solicitation.

If a bid/proposal is not contained in a sealed envelope with the label or properly addressed, the bidder/offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. Nor other correspondence or other bids/proposals should be placed in the envelope.

9. Longwood University does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment. (Code of Virginia, § 11.41)

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

11. **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 |

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

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

14. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At
the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not
withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

15. **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.

16. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance,
required testing and inspection, calibration and/or other work necessary to maintain the equipment in
complete operational condition during the warranty period.

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

18. **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.

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

20. **Nondiscrimination of Contractors:** A bidder, offeror, or contractor shall not be
discriminated against in the solicitation or award of this contract because of race, religion, color, sex,
national origin, age, or disability or against faith-based organizations. If the award of this
contract is made to a faith-based organization and an individual, who applies for or receives goods,
services, or disbursements provided pursuant to this contract objects to the religious character of
the faith-based organization from which the individual receives or would receive the goods,
services, or disbursements, the public body shall offer the individual, within a reasonable period of
time after the date of his objection, access within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

21. EXTENSION OF CONTRACT: At the sole discretion of the Commonwealth, and at a reasonable time (approximately 90 days) prior to its expiration date, this contract may be extended upon mutual agreement for a period of four one year renewals.

BIDDER/OFFEROR DATA SHEET

TO BE COMPLETED BY VENDOR:

1. QUALIFICATION OF BIDDERS/OFFERORS: The Bidder/Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

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

______________ Years

3. REFERENCES: Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and telephone number of the person the Agency has your permission to contact.

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