INVITATION FOR BIDS

IFB:214-03-KCES

Issue Date: October 28, 2003

TITLE: Cleaning Kitchen Exhaust Systems

ISSUING AGENCY: Commonwealth of Virginia
Longwood University
201 High Street
Farmville, Virginia 23909

SEALED BIDS WILL BE RECEIVED UNTIL 2:00 P.M., ON December 5, 2003.

Maintenance Renewal for (4) consecutive one-year periods. Beginning after initial-one year period.

All Inquires For Information Should Be Directed To: Shelly S. Farley, Procurement Practitioner, Phone (434) 395-2093.

If Bid Are Mailed, Send Directly To Issuing Agency. If Bids Are Hand Delivered, Deliver to: Shelly S. Farley, Materiel Management Office, Bristow Building, Room 219, Longwood University, Farmville, Virginia 23909.

In Compliance With This Invitation For Bids And All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Good/Service At The Price(s) Indicated In Section V, Pricing Schedule.

Name/Address of Firm:_________________ Date:__________
_________________ Signature:___________
_________________ Name:______________
FEI/FIN#__________ Title:______________
Phone:______________
Member of eVA yes__ no___

*Note: An Optional Pre-Bid Conference will be held on November 17, 2003 at 2:00 P.M. in the Bristow Building Conference Room at Longwood University, Farmville, Virginia 23909.
I. Purpose: The Purpose of this Invitation For Bid (IFB) is to solicit sealed bids to select a qualified, experienced bidder who can provide cleaning to the kitchen exhaust systems for the Dining Hall and Lancer Café located at Longwood University, in Farmville, Virginia. Successful bidder shall provide, all labor, materials and supervision necessary to perform the Scope of Work.

II. Scope of Work: The Contractor shall be responsible for cleaning all readily accessible areas of the Kitchen Exhaust System to bare metal and to verify cleanliness through visual inspection. Kitchen exhaust to be cleaned free of all grease and debris. Systems shall be cleaned from fan assembly on roof-top through duct lines to hoods, except in Lancer Café. They shall be cleaned from in house fan to the hood. Filters shall be removed and cleaned. Return air grates shall be removed and cleaned like a filter.

All systems shall be cleaned (4) times a year. Char-Broiler system shall be cleaned (6) times a year.

All scheduling of cleaning shall be coordinated through ARAMARK Dining Services.

All cleaning shall meet or exceed N.F.P.A codes. Description of Cleaning:

(1) The Contractor shall use cleaning methods designed for the safe and effective removal of grease from within the Kitchen Exhaust System and the building. No cleaning method or combination of methods shall be used which could potentially damage the components and integrity of the Kitchen Exhaust System.

(2) The Contractor shall coating the entire system with a commercial grade, kitchen safe degreaser. Without the use of flammable solvents or other flammable cleaning aids. All methods used shall incorporate the use of non-hazardous biodegradable degreaser, scraping, scrubbing and wiping to bare metal.

(3) The Contractor shall use high pressure cleaning to the coated surfaces to remove grease and debris that has accumulated throughout the exhaust system.

(4) The Contractor shall capture grease and debris shall be removed from the kitchen and disposed of in a State approved sanitary landfill.

(5) The kitchen shall be left clean and dry.

(6) The Contractor shall clean and polish out sides of hoods.

(7) The Kitchen Exhaust System shall be cleaned from the top down, i.e. commencing from the roof area and completing in the kitchen area.
(8) When requested, the Contractor shall provide the Material Safety Data sheet (MSDS) of the degreaser.

III. ACCESS OPENINGS & CLOSURES

The Contractor shall utilize existing access openings and create new access openings as necessary for physical entry, cleaning and inspections purposes.

1. New access openings created shall be at the sides or at the top of the duct and in horizontal sections, the lower edge of the opening shall not be less than 1 1/2" inches from the bottom of the duct.

   1. On horizontal ducts without existing access openings, at least one 18" inches x 14" inches access opening shall be created for personnel entry where possible. Where an access opening of this size is not possible, access openings large enough to permit thorough cleaning shall be provided at 12 feet intervals where possible.

   2. On vertical riser ducts without existing openings and where personnel entry is possible, one 24" inches x 18" inches access opening shall be created at the top and bottom of the vertical riser duct. Where personnel entry into vertical riser ducts is not possible, access openings large enough to permit cleaning shall be created on each floor.

4. Access panels for the new access openings shall be of the same material and thickness as the duct and shall have a gasket or sealant. Access panels shall overlap the access openings by 1 1/2" inch on all four sides and fastened to the duct wall with adequate sheet metal screws.

5. A sign stating "ACCESS PANEL-DO NOT OBSTRUCT" shall be placed on all access panels capable of being re-opened for future inspection and cleaning.

6. The Kitchen Exhaust System Cleaning Contractor shall document and report the location of all new access openings to ARAMARK.

IV. INACCESSIBLE AREAS

The Contractor shall document and report to the ARAMARK manager any area of the system that is inaccessible for proper cleaning.
V. DAMAGE, DEFEATS & LEAKAGES

The Contractor shall document and report to the ARAMARK manager any damaged, defective or leaking ductwork discovered during the cleaning and/or inspection.

VI. VERIFICATION OF CLEANLINESS

The Contractor shall verify the cleanliness of the Kitchen Exhaust System after cleaning by performing a visual inspection.

The internal condition of the Kitchen Exhaust System shall be documented using a still or video camera and reported to ARAMARK manager.

VII. POST PROJECT DOCUMENTATION

A. The Contractor shall issue to ARAMARK manager a certificate of performance/completion for each system cleaned upon completion for each system cleaned upon completion of the Kitchen Exhaust System cleaning project. The certificate shall state the following:

1. The name of the Contractor
2. The MECA certification number/s Date of Cleaning
3. Date of next scheduled inspection and cleaning

B. The Contractor shall submit a report to the ARAMARK building manager upon completion of the Kitchen Exhaust System cleaning project. The report shall contain the following:

1. Information on any damaged, defective or leaking ductwork
2. Information on the location of new access openings
3. Color photographs or video tapes showing the internal condition of the Kitchen Exhaust System after cleaning.
4. Information on areas that were not cleaned due to inaccessibility.
VIII.

1. **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](http://www.dgs.state.va.us/dps) under “Manuals.”

2. **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, § 2.2-43 63).

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/offor) 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>
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</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 Practical Nurses, 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, (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>
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<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>
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<tr>
<td>Surveying</td>
<td>$100,000 per occurrence, $</td>
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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) 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) 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
ccontractor 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.
IV. SPECIAL TERMS AND CONDITIONS:

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the 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. 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.

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. Longwood University, 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. IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, use the label provided.

5. AWARD OF CONTRACT: The Commonwealth will make the award on Lump Sum Total to the lowest responsive, responsible Bidder. The purchasing office reserves the right to conduct any test 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.

6. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Longwood University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Longwood University 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 subcontractors and shall assure compliance with all requirements of the contract.

7. RULES AND REGULATIONS: The Contractor(s) shall be responsible for seeing that all personnel connected with the work comply with the rules and regulations of the Agency.

8. 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.

9. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for one-year (4 successive one year periods) under the terms and conditions of the original contract except as stated in 1. And 2. Below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of the contract period. 1. If the Commonwealth elects to exercise the option to renew the contract for any additional one-year period, the contract price(s) for the additional one year shall not exceed the contracts) of the original contract increased/decreased by no more than the percentage increase/decreased of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W Section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

10. PAYMENT OF INVOICE: The service being provided will be checked against the above written specifications prior to payment of invoice. The Contractor(s) awarded this solicitation must send complete invoice to: Longwood University, Facilities Management Office, Jayne Fanshaw, 201 High Street, Farmville, Va. 23909.

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

<table>
<thead>
<tr>
<th>Organization</th>
<th>Address</th>
<th>Contact Person</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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</tbody>
</table>
12. OPTIONAL PRE-BID CONFERENCE: An optional pre-bid conference will be held at 2:00 P.M., November 17, 2003, at the Bristow Building Conference Room, Longwood University, Farmville, Virginia. 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 pre-requisite 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.

13. Work Site Damages: Any damages to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired or replaced to Longwood University satisfaction at the contractor’s expense.
V. PRICING SCHEDULE:
   Lump Sum Total ________

Dining Hall Kitchens:
Location 2\textsuperscript{nd} Floor

<table>
<thead>
<tr>
<th>Filter Quantities</th>
<th>Items</th>
<th>Number of Cleanings per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>4ea</td>
<td>Char-Broiler</td>
<td>6</td>
</tr>
<tr>
<td>4ea</td>
<td>Deep Fat Fryers</td>
<td>6</td>
</tr>
<tr>
<td>2ea</td>
<td>Breakfast Grills</td>
<td>4</td>
</tr>
<tr>
<td>2ea</td>
<td>Omelet Stations</td>
<td>4</td>
</tr>
<tr>
<td>2ea</td>
<td>Pasta Stations</td>
<td>4</td>
</tr>
<tr>
<td>2ea</td>
<td>Fryers</td>
<td>4</td>
</tr>
<tr>
<td>6ea</td>
<td>Air Return</td>
<td>4</td>
</tr>
<tr>
<td>8ea</td>
<td>Air Return</td>
<td>6</td>
</tr>
<tr>
<td>2ea</td>
<td>Dishwasher</td>
<td>4</td>
</tr>
</tbody>
</table>

Location 1\textsuperscript{st} Floor

<table>
<thead>
<tr>
<th>Filter Quantities</th>
<th>Items</th>
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</thead>
<tbody>
<tr>
<td>3ea</td>
<td>Bakery</td>
<td>4</td>
</tr>
<tr>
<td>6ea</td>
<td>Soup Kettles</td>
<td>4</td>
</tr>
<tr>
<td>6ea</td>
<td>Ovens</td>
<td>4</td>
</tr>
<tr>
<td>1ea</td>
<td>Bakery/Potwasher</td>
<td>4</td>
</tr>
<tr>
<td>15ea</td>
<td>Air Return</td>
<td>4</td>
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</tbody>
</table>

Lancer Café Chick Fil-A

<table>
<thead>
<tr>
<th>Filter Quantities</th>
<th>Items</th>
<th>Number of Cleanings per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2ea</td>
<td>Kitchen Hood</td>
<td>4</td>
</tr>
</tbody>
</table>

Schedule of Cleanings:

<table>
<thead>
<tr>
<th>Times</th>
<th>October (Fall Break)</th>
<th>January (Christmas Break)</th>
<th>March (Spring Break)</th>
<th>June (Week of 15\textsuperscript{th})</th>
<th>September (Labor Day)</th>
<th>February (Week of 15\textsuperscript{th})</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Times</td>
<td>6 Times</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>

16