INVITATION FOR BIDS

Date: March 22, 2004

Title: Pine & Madison Streets Improvements

Issuing Agency: Commonwealth of Virginia
Longwood University
Department of Materiel Management
Bristow Building Room #218
201 High Street
Farmville, Virginia 23909

Sealed Bids Will Be Received no later than 2:00 PM, local time on May 11, 2004. Bids will be read aloud at 2:00 PM on May 12, 2004.

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

ARE HAND DELIVERED, DELIVER TO: MATERIEL MANAGEMENT OFFICE, IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS 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 Pricing Schedule which is included with the bid documents and plans obtained from locations listed.

Name and Address of Firm:

___________________________________  Date:_________________________
___________________________________  By:___________________________
___________________________________   Signature in Ink
___________________________________   ______________________________

FEI/FIN No._________________________   Name Typed or Printed
Telephone No._______________________
Fax No.____________________________

PreBid Conference: A pre-bid conference and site inspection will be held at the Bristow Building, Facilities Management Conference Room (Room 211), Longwood University, Farmville, Virginia at 2:00 pm, on April 23, 2004. Attendance shall be optional for those submitting a bid. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Addendums: Any changes resulting from pre-bid, pre-proposal conferences or the University’s requirements will be issued in an addendum and will be posted to the eVA (http://www.dgs.state.va.us) and Longwood University Materiel Mangement website, http://www.longwood.edu/. Click on offices, Purchasing, Solicitations/Awards, Open Invitations for Bids/Addenda/Awards. Click on the
solicitation 214-04-Pine&Madison.
It is the sole responsibility of the bidder/offeror to check these web pages for all changes to the IFB’s or RFP’s prior to submission. Failure to do so may cause your bid or proposal to be determined non-responsive. Longwood University will not mail or fax these documents.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

EVA member   yes____________no____________

*Note: See General Terms and Conditions item X for membership details.
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I. **Purpose:** Sealed bids are invited for the construction of the Pine and Madison Streets Improvements project, Project Code No. 210801.70 at Longwood University, Farmville, Virginia. The project consists of demolition of selective portions of Pine, Madison and Chambers Streets and related sidewalks and utilities, and the construction of new landscaping and streetscaping systems including sidewalks, utilities, landscaping, and irrigation systems.

Sealed bids will be received at Longwood University, Office of Materiel Management Department, Bristow Building, Room 218, Redford Street at Main Street, Farmville, Virginia 23909. **The deadline for submitting bids is 2:00 P.M. sharp, as determined by the Bid Officer, on May 11, 2004.** The bids will be opened publicly and read aloud **beginning** at 2:00 P.M., on May 12, 2004, at the same location.

A pre-bid conference and project site inspection will be held at the Bristow Building, Facilities Management Conference Room (Room 211), Longwood University, Farmville, Virginia at **2:00 pm**, on **April 23, 2004**. Attendance shall be optional for those submitting a bid.

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

**The contract shall be awarded on a lump sum basis based on the Total Base Bid Amount plus** as many Additive Bid Items taken in sequence as the Owner in its discretion decides to award. ‘**Notice of Award’ or ‘Notice of Intent to Award’ will be posted on the bulletin board at Bristow Building, Longwood University, Farmville, Virginia, on the eVA website, http://www.dgs.state.va.us and on the Longwood University Materiel Mangement website, http://www.longwood.edu/. Click on offices, Purchasing, Solicitations/Awards, Open Invitations for Bids/Addenda/Awards. Click on the solicitation 214-04-Pine & Madison.

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

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

Bidding Documents including drawings and specifications for the above project may be obtained from the office of:
Kuntz and Associates, Architects
7906 Andrus Road, Suite #18
Alexandria, Virginia 22306
(703) 619-4700

The General Conditions of the Contract for Capital Outlay Projects, G.S.Form E&B CO-7, current revision, are incorporated within the bid documents.

General Contractor Bidders may secure the loan of up to 2 sets of bidding documents upon depositing $100.00 per set. A full deposit refund will be made for each loaned set of bid documents returned to the Architect’s office in good condition within 10 days of the bid opening date. Subcontractor and Non-Bidders may secure the loan of up to 2 sets of bidding documents upon depositing $100.00 per set. For these subcontractors and non-bidders refund will be made in the amount of ½ the deposit when the bid documents are returned to the Architect’s office in good condition within 10 days of the bid opening date.
For each set of documents issued, a non-refundable shipping and handling charge in the amount of $25.00 will be required along with the deposit. Partial sets of bidding documents will not be issued. Contact the Architect’s office. If a bidder requires additional sets, they will be made available at a non-refundable purchase price at the following rate: $100.00 per set plus shipping and handling.

Copies of the Invitation to Bid including drawings and specifications and the General Conditions of the Constructions Contract, G.S. Form E&B, CO-7, dated April 2, 2004 will be available for inspection at the above address and at the following locations.

Longwood University                          F. W. Dodge Corporation
Facilities Management Department            Plan Room
Bristow Building, 201 High Street           5540 Falmouth Street
Farmville, Virginia 23909                   Suite 304
(434) 395-2089                              Richmond, Virginia 23230

The Plan Room, Inc.                          Valley Construction News
308 Turner Road, Suite D                     428 West Campbell Avenue
P. O. Box 35138                              Roanoke, Virginia 24016
Richmond, Virginia 23225

Virginia Business Opportunities            Builders Exchange - Richmond
VA Dept. of General Services                3207 Hermitage Road
Division of Purchases and Supplies          Richmond, Virginia 23227
P. O. Box 1199                              
Richmond, Virginia 23209

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

Owner: Longwood University
James E. Simpson, CPPB, VCO, Director
Materiel Management Department
201 High Street, Bristow Building
Farmville, Virginia 23909
(434) 395-2093
III. GENERAL TERMS AND CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. 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/offoror), 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/offor) to perform the services/furnish the goods and the (bidder/offor) 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/offor’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offor’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/offor) 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.

0. **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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<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>
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<td>Health Care Practitioner (to include Dentists, Licensed</td>
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<td>Dental Hygienists, Optometrists, Registered or Licensed</td>
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<tr>
<td>Practical Nurses, Pharmacists, Doctors, Podiatrists,</td>
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<td>Chiropractors, Physical Therapists, Physical Therapist</td>
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<td>Therapist Assistants, Clinical Psychologists,</td>
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<td>Clinical Social Workers, Professional Counselors,</td>
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<td>Hospitals, or Health Maintenance Organizations)</td>
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<tr>
<td>Insurance/Risk Management</td>
<td>$1,700,000 per occurrence, $3,000,000 aggregate</td>
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<td>(Increased limit effective July 1, 2003)</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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</tbody>
</table>
Surveying $100,000 per occurrence, $300,000 aggregate

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](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. 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.
III. **SPECIAL TERMS AND CONDITIONS**

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

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

3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

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

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

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:

<table>
<thead>
<tr>
<th>From:</th>
<th>Name of Bidder/Offeror</th>
<th>Due Date:</th>
<th>Time:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street or Box Number</td>
<td>IFB No./RFP. No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>IFB/RFP Title</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Contract/Purchase Officer or Buyer: ________________________________

The envelope should be addressed as directed on the label or Page 1 of the solicitation.

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

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

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 College is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the intradepartmental College Mail System. It is the sole responsibility of the Proposer to 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.

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>____________________________</th>
</tr>
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<tbody>
<tr>
<td>Subcontractor Name:</td>
<td>____________________________</td>
</tr>
<tr>
<td>License #:</td>
<td>____________________________ Type</td>
</tr>
</tbody>
</table>
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. **PERFORMANCE AND PAYMENT BOND:** The successful bidder shall deliver to the purchase office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award.

14. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

15. **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.

16. **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.

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

   a. The contractor shall:

   (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;

   (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
(3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonable dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents, if applicable.

f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

18. **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.

19. **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.

20. **PREBID CONFERENCE:** An Optional pre-bid conference and project site inspection will be held on April 23, 2004 at 2:00 p.m. at the Bristow Building Conference Room. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

   **While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.**

21. **Addendums:** Any changes resulting from pre-bid, pre-proposal conferences or the University’s requirements will be issued in an addendum and will be posted to the eVA (http://www.dgs.state.va.us) and Longwood University Materiel Management website, http://www.longwood.edu/. Click on offices, Purchasing, Solicitations/Awards, Open Invitations for Bids/Addenda/Awards. Click on the solicitation 214-04-Pine&Madison. It is the sole responsibility of the bidder/offeror to check these web pages for all changes to the IFB’s or RFP’s prior to submission. Failure to do so may cause your bid or proposal to be determined non-responsive. Longwood University will not mail or fax these documents.

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

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