INVITATION FOR BIDS

Issue Date: March 12, 2003   IFB# 214-Test-Science

Title: INSPECTION / TESTING SERVICES – New Science Building

Commodity Code: Non-Professional Services

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

Location of Work: Longwood University
Farmville, Virginia 23909

Period Of Contract: From May 19, 2003 Through February 1, 2005

All Inquiries For Information Should be Directed To:
Mr. David P. Pletcher  Phone: (434) 395-2297

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: Room 219, Bristow Building, corner of Main Street and Redford Street, Farmville, Virginia 23909

Sealed bids for furnishing the services described herein will be received until 2:00 p.m. local time on April 18, 2003. Bids must reach the above address by the deadline stated.

In compliance with this Invitation For Bids, which includes the attached Table of Contents and all provisions and appendices attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal. It is understood that this proposal may be modified, by mutual agreement in subsequent negotiations.

Name And Address Of Offeror:

_________________________________ Date:____________________________
_________________________________ By ______________________________
_________________________________ (Signature in Ink)
_________________________________ Typed Name: _______________________
_________________________________ Zip: ____
Title: ____________________________

FEIN/SSN # _______________________ Telephone No. ( ___ ) ______________

PRE-BID CONFERENCE: A pre-bid conference will not be held.
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I. PURPOSE:

The purpose of this Invitation For Bids (IFB) is to solicit sealed bids to establish a contract for materials inspection and testing services (a non-professional service) for the Issuing Agency on the project described below.

II. BACKGROUND:

Longwood University, the Owner, has engaged an Architect/Engineer firm to provide A/E design and construction period services as described in the Commonwealth of Virginia Construction and Professional Services Manual for the project. The Agency has on staff a full time Project Inspector for the project to supplement the construction period services provided by the A/E.

Longwood intends by this IFB to procure inspection/testing services for concrete, soils, steel, roofing systems, fireproofing and possibly other materials to be incorporated in the project.

The Project is generally described as follows: The New Science Building will house academic classrooms, offices and laboratories for the Natural Science Department. It is a 4-story steel frame structure with brick veneer. The roofing system will be a 4-ply built-up roofing system. The building will be over 70,000 square feet. The building will have laboratory casework, laboratory gases and fume hoods.

III. STATEMENT OF NEEDS/SCOPE OF SERVICES:

This Contractor (firm or individual providing these inspection and testing services) shall furnish all labor, materials and resources, to provide the inspection and testing of soils, concrete in place, precast concrete, steel connections, single phase roofing membrane and other materials in accordance with applicable standards during the construction of the project. The estimated quantities for various services are shown in the Pricing Schedule; however, the services to be provided will include such quantities as called for by the Owner's Project Inspector. Payment will be for actual services provided based on the unit prices on the accepted Pricing Schedule. The anticipated start date of the work under this contract will be May 19, 2003.

A. The Offeror's test facilities, equipment, and procedures shall have been inspected, tested and approved by the National Bureau of Standards and by other applicable agencies as appropriate for the tests being performed and shall be periodically inspected for continued conformance.

B. All field and laboratory tests shall be performed by, or under the direct supervision of, a qualified technician who is certified by a nationally recognized certification organization such as the National Bureau of Standards, the American Council of Independent Laboratories, and/or the American Concrete Institute. A list of the minimum tests that may be required is contained in the Pricing Schedule included as Section VII. Pricing Schedule to this IFB.

C. The fees for field and laboratory tests and other agreed to costs shall be paid in accordance with the accepted pricing schedule. The Pricing Schedule is included in this IFB as Section VII., Pricing Schedule for completion by the Offeror. Pricing shall include all costs associated with providing the services or tests, including, but not limited to, office expenses, printing, supplies and laboratory equipment time. Site visits related to testing and inspection services are included as a separate line item in the Pricing Schedule.

D. Laboratory tests shall be run in accordance with the applicable standard or as required by the construction schedule.
E. Field tests shall be run at times as required to meet the construction schedules based on a minimum of twelve (12) hours notification. Field test results shall be made immediately available to the Owner.

F. Test results shall be certified and/or interpreted by a professional engineer upon request by the Owner. This Contractor shall distribute copies of reports, recommendations and findings as follows:

1. Two (2) copies shall be forwarded to the Owner.

2. Two (2) copies shall be forwarded to the Architect / Engineer for the project.

3. Two (2) copies shall be forwarded to the Contractor.

IV  PREPARATION AND SUBMISSION OF BIDS:

A. Bids shall be submitted on the forms furnished or copies thereof, and shall be signed in ink by the authorized representative of the Bidder. Submit one original and one copy. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the owner as being incomplete or nonresponsive.

B. Bidders are required to submit the following items as complete bid:

1) The return of this complete IFB, signed and filled out as required.

2) Complete Offeror Data Sheet (Appendix C).

3) Complete Bid Sheets

V. AWARD OF CONTRACT:

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 prices will govern. If cash discount for prompt payments is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

VI. METHOD OF PAYMENT:

A. Payments will be made monthly to this Contractor for the actual services rendered during the period.

B. This Contractor shall by the 5th day of the month submit to the Agency an itemized invoice showing the services performed during the preceding month and the agreed upon unit prices.

VII. PRICING SCHEDULE:

The Offeror must complete and submit the attached Bid Sheets and Pricing Schedule
OFFEROR NAME: IFB: 214:Test-Science

1. SITE VISITS: Includes all charges associated with travel to and from the site, the performance of the indicated tests and inspection while at the site and the preparation of a report for each inspection performed during that day’s visits. Where one technician performs both the concrete and soils testing/sampling during a visit, only the lump sum price per day indicated in “a” shall be payable.

A. Lump sum price per hour for soils technician to perform testing and sampling of soils, observe placement of fill & inspect footings/foundations. $________ per day. X 50 days. =________

B. Lump sum price per hour or concrete technician to sample fresh concrete for slump per ASTM C143, air content per ASTM C173 and concrete temperature per specifications, make compression test cylinders in field per ASTM C31 and ACI 301 standards and inspect placement of concrete. Also to take samples of mortar and Grout. $________ per day X 25 days. = ________

C. Lump sum price per hour at site for technician to inspect Steel framing connection. $________ per hr. X 96 hrs. =_______

D. Lump sum price per hour At site for fire proofing technician To take samples of fire proofing for Density, inspect fire proofing thickness And perform adhesion tests. $________ per hr. X 80 hrs. =_______

E. Roof Moisture Survey per The Commonwealth of Virginia Construction and Professional Services Manual (CPSM) $________ X 22,690 SF = ________
2. LABORATORY AND FIELD TESTS: Includes all labor, materials and equipment to perform tests per standards listed here. Provide a written report to the owner on the test performed and the results of the test.

<table>
<thead>
<tr>
<th>TEST DESCRIPTION</th>
<th>STANDARD</th>
<th>UNIT PRICE</th>
<th>EST #</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moisture content of soil/aggregate</td>
<td>ASTM D2216</td>
<td>_________</td>
<td>X 3 ea.</td>
<td>=______</td>
</tr>
<tr>
<td>Atterberg limits</td>
<td>ASTM D4318</td>
<td>_________</td>
<td>X 3 ea.</td>
<td>=______</td>
</tr>
<tr>
<td>Shrinkage factor of soils</td>
<td>ASTM D427</td>
<td>_________</td>
<td>X 3 ea.</td>
<td>=______</td>
</tr>
<tr>
<td>Natural Density &amp; Moisture Content</td>
<td>AASHTO T233</td>
<td>_________</td>
<td>X 3 ea.</td>
<td>=______</td>
</tr>
<tr>
<td>Aggregate Sieve Analysis</td>
<td>ASTM C136</td>
<td>_________</td>
<td>X 3 ea.</td>
<td>=______</td>
</tr>
<tr>
<td>Standard Proctor Test</td>
<td>ASTM D698</td>
<td>_________</td>
<td>X 3 ea.</td>
<td>=______</td>
</tr>
<tr>
<td>Unconfined Compressive Strength – Soil</td>
<td>ASTM D2216</td>
<td>_________</td>
<td>X 3 ea.</td>
<td>=______</td>
</tr>
<tr>
<td>Field Density Test</td>
<td>ASTM D1556</td>
<td>_________</td>
<td>X 150 ea.</td>
<td>=______</td>
</tr>
<tr>
<td>Masonry Panel Prism Strength</td>
<td>ACI-530-92/</td>
<td>_________</td>
<td>X 12 ea.</td>
<td>=______</td>
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<tr>
<td>Soil Bearing Test</td>
<td></td>
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<tr>
<td>Dynamic Cone Penetrometer</td>
<td>STP 399</td>
<td>_________</td>
<td>X 16 ea.</td>
<td>=______</td>
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<tr>
<td>Concrete Cylinder Compression Test</td>
<td>ASTM C39</td>
<td>_________</td>
<td>X 400 ea.</td>
<td>=______</td>
</tr>
<tr>
<td>Obtaining and Testing Drilled Cores of Hardened Concrete from Site</td>
<td>ASTM C42</td>
<td>_________</td>
<td>X 4 ea.</td>
<td>=______</td>
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Ultrasonic Testing of Welds (Total cost per day at site)  
AWS D1.1 Part 6.C  ___________  X  1 day  = _________

Masonry Cube Compression Test  
ASTM 780  ___________  X  20 ea.  = _________

Radiographic Testing of Welds (Total cost per day at site)  
AWS D1.1 Part 6.C  ___________  X  1 day  = _________

Fireproofing Thickness  
ASTM E605  ___________  X  250 ea.  = _________

Fireproofing Density  
ASTM E605  ___________  X  250 ea.  = _________

Fireproofing Adhesion  
ASTM E605  ___________  X  250 ea.  = _________

Roofing Test Cuts  
ASTM 3617  ___________  X  8 ea.  = _________

ASTM C1193  ___________  X  30 ea.  = _________

Concrete Substrate Moisture tests  
ASTM F1869  ___________  X  16 ea.  = _________

Fume hood test  
ASHRAE 110-1995  ___________  X  32 ea.  = _________

Through penetration Firestop inspection  
ASTM E2174  ___________  X  150 ea.  = _________

SUBTOTAL OF ALL #2 ABOVE =

TOTAL OF #1 & #2 ABOVE = _____________
APPENDIX A

GENERAL CONDITIONS FOR NONPROFESSIONAL SERVICES

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

B. **APPLICABLE LAW 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, as provided under Virginia law. In performing the Work under the Contract, the Contractor shall comply with applicable Federal, State, and Local laws and regulations.

C. **ANTI-DISCRIMINATION**: By submitting its proposal, the Offeror certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975 as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and § 11.51 of the Code of Virginia, the Virginia Public Procurement Act.

§ 11-51 requires that 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, or national origin except where religion, color, sex, or national origin 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 the requirements of this section.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each
D. ETHICS IN PUBLIC CONTRACTING (§ 11-72 et seq., Code of Virginia): The Offeror certifies that its offers are made without collusion or fraud and that it has not offered or received, nor will it offer or receive, any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with this project. The Offeror has not, and will 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 signing its proposal, the Offeror certifies that it does not and will not during 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 its proposal, the Offeror certifies that it is not currently debarred from submitting proposals or bids on contracts by any agency of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

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

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to the 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 or not to reject such a proposal.

I. CLARIFICATION OF TERMS: Any questions about the solicitation documents must be submitted in writing to the Agency representative whose name appears on the face of the solicitation, no later than 5 days before the due date. Any modifications, clarifications or revisions to the RFP will be made only by addendum issued by the Agency.

J. PAYMENTS The following procedures are established in conformance with the Virginia Public Procurement Act (VPAPA), § 11-35 thru § 11-80, Code of Virginia as amended, and, in particular § 11-62.1 et seq., which is referred to as the Prompt Payment Act.

1. To Prime Contractor
a. Invoices for items or services ordered, delivered and accepted by state agencies shall be submitted by the Contractor direct to the payment address shown on the Contract. All invoices shall show the state contract or purchase order number, the project code number, and the social security number, SSN, (for individual contractors) or the federal employer identification number, FEIN, (for proprietorships, partnerships and corporations) of the Contractor.

The invoice shall generally itemize or show a breakdown of the various phases or parts of the Total Contract Amount, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice. Invoices for reimbursables shall include documentation of costs for which reimbursement is sought. Invoices for Work being performed on an hourly rate basis shall show the technical classifications, names of the persons performing the work, manhours expended, marked up hourly rates for the classification, and the extended cost amount.

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 payments in less than 30 days, however.

c. All goods or services provided under this Contract or purchase order shall be billed by the Contractor at the Contract Price or at the unit pricing shown on the schedule attached to the Contract.

d. The following shall be deemed 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. Interest shall accrue on all amounts owed by the Owner to the Contractor which remain unpaid seven (7) days following the Payment Date. Said interest shall accrue at the discounted ninety day U.S. Treasury bill rate as established by the Weekly Auction and as reported in the publication entitled The Wall Street Journal on the weekday following each such Weekly Auction.
f. No interest shall accrue when payment is delayed because of a dispute between the Owner and the Contractor concerning the amount due the Contractor.

2. To Subcontractors:

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

   (1) To pay the subcontractors 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 under the contract; or

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

b. The Contractor is obligated to pay the subcontractor 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 b. 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 the other General Conditions and any Special Conditions in this solicitation, the Special Conditions shall apply.

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

M. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
N. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:

1. The Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the number or length of time for inspections and the activities to be performed by the inspector. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement in writing between the parties on a lump sum amount; or

   b. By agreeing upon a unit price/rate or by using a unit price/rate set forth in the contract, if the work to be done can be expressed in units, and the Contractor account for the number of units of work performed, subject to the Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the pricing or fee schedule negotiated and included in 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 Agency with all vouchers and records of expenses incurred and savings realized. The 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 the provision must be asserted by written notice to the Agency within thirty (30) days from the date of receipt of the written order from the 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 disputes provisions of the Commonwealth of Virginia Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Agency or with the performance of the contract generally.

2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

O. AUDIT: The Contractor, by signing the Contract, agrees to retain all books, records, and other documents relative to the 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 the materials during said period.

The Contractor shall provide documentation subject to audit for all requests for payment for services provided on a cost reimbursement basis or an hourly rate or unit price basis. Compensation paid to the Contractor on these bases is subject to adjustment based on the results of the audit.

**P. DEFAULT:** In case of failure to deliver services in accordance with the contract terms and conditions, the Commonwealth, after due 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. TERMINATION OF CONTRACT:** The Agency may terminate the contract for cause or for convenience after giving thirty (30) days notice in writing to the Contractor. The written notice shall include a statement of reasons for the termination.

*Termination for Cause*
If the Contractor should breach the contract or fail to perform the services required by the contract, the Agency may terminate the contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the Agency, the contract may be terminated by the Agency at any time thereafter upon written notice to the Contractor or, in the alternative, the Agency may give such extension of time to remedy the breach as the Agency determines to be in its best interest. The Agency's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the Agency's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the Agency for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.

*Termination for Convenience*
The contract may be terminated by the Agency in whole or in part for the convenience of the Agency without a breach of contract by delivering to Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the Agency, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the
termination for the convenience of the Agency for delivery to the Agency of all products of the services for which the Contractor has or will receive compensation.

**Delivery of Materials / Products of Service**
Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the Agency all products of the services for which the Contractor has been or will be compensated including the reports, drawings, copies of CADD diskettes or tapes, calculations, analyses, and other documentation generated as part of this Contract and for which the Agency has compensated the Contractor thru progress payments for services rendered. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Agency within 30 days of the Notice of Termination of the Contract. Failure to do so may result in action for "breach of contract" or "failure to perform."

**Compensation Due the Contractor**
Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the Agency. Said fees which have been earned shall be billed to the Agency in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the Agency for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the Agency.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Owner.

**APPENDIX B**

**SPECIAL CONDITIONS FOR NONPROFESSIONAL SERVICES**

A. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these 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.

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

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.

C. General Liability - $500,000 combined single limit. The Commonwealth of Virginia is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

D. Automobile Liability - $500,000.

B. **INSPECTION OF JOB SITE AND PROJECT DOCUMENTS**: The Offeror's signature on this solicitation constitutes certification that the Offeror has inspected the job site and the project bid documents and that the Offeror is aware of the conditions under which the work must be accomplished.

C. **MINORITY BUSINESS ENTERPRISE UTILIZATION**: It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of minority businesses (as defined by the Code of Virginia, Section 2.1-64.32:1), small businesses, and women owned businesses and to encourage their participation in State procurement activities. Towards that end, the Commonwealth encourages contractors to provide for the participation of minority businesses, small businesses, and businesses owned by women through partnerships, joint ventures, subcontractors, and other contractual opportunities. If the total amount of the Contract exceeds $100,000, the Contractor shall complete and submit with its request for final payment, a report describing the Utilization / Participation of Small Businesses and Businesses Owned by Women and Minorities in the Work on this Contract.