

INVITATION FOR BID
IFB

Issue Date: August 19, 2008 IFB #09-02

Title: Bookstore Furniture Equipment Commodity Code: 42000

Issuing Agency: Commonwealth of Virginia
University of Mary Washington
Purchasing Office, Centre Court, Suite 104
1671 Jeff Davis Hwy.
Fredericksburg, VA. 22401

To view this bid in its entirety, refer to: http://www.umw.edu/purchasing/vendors/bids_proposals

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The bidder or offeror must be a registered vendor in eVA to be awarded this contract. Bidder must include the cost of the eVA transaction fee in its response.

Sealed Bids will be Received until: September 12, 2008 at 2:00 P.M to furnish the services described herein.

All Inquiries for Information should be Directed to: Bid Form: Roxanne Ehardt (540) 654-1057; Specifications: Len Shelton (540) 654-1299. Questions must be directed in writing to Len Shelton at lshelton@umw.edu and copied to Roxanne Ehardt at rehardt@umw.edu.

IF BIDS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: UNIVERSITY OF MARY WASHINGTON, CENTRE COURT, 1671 JEFFERSON DAVIS HWY., SUITE 104, FREDERICKSBURG, VA. 22401

In compliance with this Invitation for Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed bid at the price indicated in the Pricing Schedule.

Virginia Contractor Class A License No. _____ Specialty Code: _____

Name And Address Of Firm:

_____ Zip Code: _____

eVA Vendor ID or DUNS#: _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

Telephone Number: (____) _____

Check all that apply: Minority Owned: ____ Small Business ____ Women Owned ____

DMBE Certification Number: _____ Accepts GE MasterCard: ____ yes ____ no

PREBID CONFERENCE: An optional prebid conference will be held on **September 2, 2008 at 10:00 A.M.** at the **Purchasing Office, Centre Court, 1671 Jefferson Davis Highway, Fredericksburg, VA.** (Reference: Paragraph X herein).

ORDERING OPTIONS: Additional orders made be placed as referenced on Page 10, Special Terms and Conditions, paragraph F: ORDERING OPTIONS.

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 basis prohibited by state law to discrimination in employment.

- I** **Purpose:** The intent and purpose of this Invitation for Bids (IFB) is to establish a contract for the purchase and installation of bookstore and convenience store fixtures and equipment for Lee Hall located at the University of Mary Washington (UMW) 1301 College Avenue, Fredericksburg, Virginia 22401.

II **SCOPE OF WORK**

- 1.0 **GENERAL:** Vendor shall provide all materials, equipment, and labor to manufacture, ship, deliver, unload, assemble, and install a combination of metal/board/slatwall, custom casework, store fixtures, custom cabinet, and casework fixtures. This shall include perimeter slatwall and trim, and all perimeter and freestanding signage, graphics and stockroom gondola storage fixtures for the bookstore and convenience store areas in Lee Hall.

Vendor shall be responsible for the shipping, delivery, unloading, assembly, and installation of all materials, equipment, and fixtures purchased under this contract to include but not be limited to furnishing all fasteners, anchors, attachments, supports, and blocking necessary to install the purchased fixtures and items. Delivery date will be November 19, 2008 and completion date will be December 10, 2008.

- 1.1 **DESCRIPTION OF WORK:** Extent of work shall be as defined by the provisions of this IFB, including Bills Of Material (BOMs) and drawings attached hereto. The Bookstore Fixture Vendor shall be responsible for coordinating his field inspections, deliveries, and work schedules with the Owner's Construction Manager, Mr. Sid Lambiotte, (540) 654-1303, and with the General Contractor's Superintendent, Mr. Rick Morrison, (202) 437-3951. Site construction hours are 7:00AM to 5:00PM EDT, Monday through Friday.

- 1.2 **QUALITY ASSURANCE:**

A. Vendor shall comply with all standards for wood and metal fixture production imposed by the National Association of Store Fixture Manufacturers (NASFM) and the Architectural Woodwork Institute. All fixture components not visible but accessible when installed shall receive stamped identification or pressure sensitive label number corresponding to the equipment or fixture designator as shown on the contract drawings.

B. Codes and Standards:

1. Materials shall have a flame-spread rating of less than 25 and smoke-developed rating of less than 450 as determined per ATSM 84.
2. All electric components shall be UL rated and have appropriate UL label attached and shall comply with the National Electrical Code, the National Board of Fire Underwriters, and all governing state, regional, and local codes.
3. Miscellaneous woods as referred on Section 1.2 Materials, page 6, paragraph G.

- 1.3 **SUBMITTALS**

- A. The successful bidder shall be required to submit six (6) copies of each shop drawing and four (4) copies of product and/or cut sheets, assembly instructions, care/cleaning data for all fixtures and equipment, and all samples specified in IFB within 10 days of the notice of Intent to Award.
- a. Architect will retain four (4) sets of prints and return two (2) to Vendor.
 - b. Reproductions of Contract Drawings are not acceptable as Shop Drawings.
 - c. Final contract will not be awarded until all shop drawings and samples are approved by Owner.

B. Submittal Content

1. Product Data, Assembly Instructions and Care/Cleaning Data.
 - a. Identify products, materials and equipment.
 - b. Show methods of assembly, dimensions, connections, bracing, and other data required for fabrication, coordination, assembly, and installation.
2. Owner's Review of Submittals
 - a. After receipt of submittal, Owner will review it for conformance to the specifications. Owner will have the final determination if submittal conforms to specifications.

1.4 SUBSTITUTIONS

- A. The contract to provide, assemble and install store fixtures, equipment, and materials is based on the specifications and Contract Drawings contained herein. Suggested alternatives or substitutions of equivalent material or fittings may be considered if identified at the time of bid and validated with supportive documents of cost savings or accelerated delivery opportunities.

Published data with illustrations or sample substitution(s) shall accompany the bid documents. If tentatively approved, Vendor may immediately submit Shop Drawings, Product Data, or additional samples in accordance with Paragraph 1.3 above.

- B. No alternatives or substitutions shall be allowed unless approved in writing by the Owner. All items for which an alternative or substitute is proposed shall be specified and identified on the bid form by inserting the word "SUBSTITUTE" in large block letters beside item description. Owner will have the final determination if a substitute is equivalent.

III SPECIFICATIONS

1.0 GENERAL

- A. Work includes but is not limited to all fabricated, change pre-fabricated and prefinished combinations of board, wood, laminate, metal, glass, etc.; store fixtures including showcases, tables, wood four-ways, wood metal freestanding gondolas, special merchandising tables, display tables, risers, gondola signage panels, etc., for the complete and final installation of all fixture SKU units as indicated on the merchandising fixture floor plan and BOM included herein.
1. It is the responsibility of the Vendor to visit the job site and field verify all conditions and note all structural or mechanical differences on the layout not indicated on the contract drawings.
 2. It is the responsibility of the Vendor to notify the Owner of such discrepancies and if necessary provide a scaled drawing to resolve the issue prior to adjustments or changes to the fixture layout.
 3. Specifications shall take precedence over drawings.
 4. Addenda will take precedence over specifications.
 5. When materials, fabrication or installation is not indicated on the drawings or within the specification but are necessary for the proper fabrication, assembly, installation, or usage of the fixture or equipment, it shall be the responsibility of the Vendor to advise the Owner and to provide an economical and practical solution.
- B. All installation site work or material that is not indicated in the specifications or on the drawings, but is necessary for the performance or usage of the store fixture shall be incorporated into the work and shall be performed at the expense of the Vendor. This includes location of chases for wire management, access panels, notching of shelves for wire passage, and finished grommets on countertop surfaces. This shall include all levelers or glides not indicated on the store fixture drawings, balance sheets for the elimination of warping of doors or shelves, melamine on interior of store fixtures, etc.
- C. On-site space is limited for the storage of products. Where necessary, the Vendor may have to make arrangement for the short term storage of product and materials at vendors expense. Storage requirements shall be coordinated with the Owner at the time of the Vendor's site visit. The Vendor

shall coordinate with the Owner and General Contractor to determine if the store space is ready for the delivery and installation of the store fixtures prior to their delivery to the site.

- D. The Vendor shall at his own expense correct any/all unacceptable finishes, workmanship, or errors due to shipping, manufacturing, assembly, and installation.
- E. The Vendor shall remove from the site at his own expense any materials and fixtures found to be unacceptable to the Owner.
- F. Owner shall have full ownership of the drawings and specifications, and they shall not be used or distributed for any purpose other than that covered under the terms of this contract without prior written approval and consent from Owner.
- G. If the Owner receives a request for "Other Purposes" of the documents the individual requesting usage shall specify intent and purpose prior to release of documents.

1.1 DEFINITIONS

- A. "Finished Work" shall include all surfaces when viewing the fixture, including tops, sides, edges, backs, bases, kick-plates, etc.
- B. "Exposed Work" shall include all surfaces when drawers or doors are closed. All surfaces visible three (3) feet above the floor shall be considered exposed. Interior of cases, tops and undersides of cases 6 feet or higher shall be considered exposed.
- C. "Visible Structural Members" of casework in open or closed casework, such as vertical or horizontal rails, faces, edges, and returns behind sliding glass doors shall be considered to be finished.
- D. "Semi-exposed Work" shall include but is not limited to all surfaces behind solid or opaque doors, dividers, interior side or back face, drawer sides, back, and bottoms, and back face of sliding or hinges doors.
- E. "Concealed Work" shall include but is not limited to access panels, dust panels, sleepers, stretchers, or undersides of fixtures (base) not visible after installation.
- F. "Vendor Name Plate Identification" which includes any metal, self-adhesive, or plastic name plate that is installed for the advertisement of the manufacturer of store fixtures shall be affixed only in a location not visible after installation.
- G. "Temporary Pressure Sensitive ID Locator Tags" are tags for placement on the retail sales floor with which premanufactured custom wood/metal. glass fixtures are to arrive at the store. Once the fixture is confirmed to be correct and is in place, the tags shall be removed by the Vendor.
- H. "Equivalent" is a term indicating an approved item that establishes a reference point. "Equivalent" quality will be considered when manufacturer's technical sheet with actual samples are sent to the Owner for consideration and approval. All approved "Equivalents" shall be identified as being such in addenda.

1.2 MATERIALS

- A. All wood products including Medium-Density Fiberboard must conform to the following standards:
 - 1. Hardboard: AHA A135.4.
 - 2. Medium-Density Fiberboard: ANSI A208.2, Grade MD.
 - 3. Particleboard: ANSI A208.1, Grade M.2.
 - 4. Hardwood Plywood and Face Veneers: HPVA HP-1.

- B. All materials used in the production of store fixtures and equipment shall be new and of the best quality without defects.
- C. Wood, Hardwoods, Plywood, Medium Density Board, and Slatwall.
 - 1. The Vendor shall supply all wood materials with species and grades as required for the proper construction of fixtures and equipment.
 - 2. The Vendor shall supply all solid wood stock lumber and materials with uniform grade and warping. All wood requiring wood finish shall receive lacquer or polyurethane finish as directed by the Owner. All trim requiring a wood finish shall be wood species as selected by the Owner. All wood used for framing or blocking shall be free of knots and be air-kiln-dried, fire resistant lumber.
 - 3. Plywood and plywood veneers shall be kiln dried with crossbanding of not less than one sixteenth inch and running 90 degrees in opposite directions. Wood veneer when required shall be selected from panel runs of the same coloration and graining and shall be used for grouping of similar fixture types. All wood veneer panels shall be free of defects or discoloration.
 - 4. Plywood or MDF board with paper overlay shall be used for color lacquer and enameled finishes.
 - 5. Medium-density board or high-density board with melamine face used as component part construction for interiors of casework shall be free and clear of defects.
 - 6. Touch-up kits of all wood, lacquered, and painted surfaces shall be provided.
 - 7. One quarter-inch back panels for counters are to be Masonite, Panolam, Formica, Roseburg, grade, or equal. The Owner shall select painted or melamine panels for backs of gondola counters.
 - 8. Slatwall panels with 3-inch spacing with vertical-grade high-pressure laminate and aluminum inserts shall be used where shown on the Contract Drawings, 1/4-inch board when specified shall be painted or melamine finished as indicated on the Contract Drawings; 72-inch high wall gondola fixture backs shall be one-piece insertion and painted as indicated.
- D. Solids and Hardwoods
 - 1. Only new wood material and the species as specified on the Contract Drawings or within these specifications shall be used to deliver the finished end product.
 - 2. Only solid stock lumber shall be used for all structural members of the casework except where other composition board materials provide greater strength or economy of construction.
 - 3. Only solid stock lumber material shall be used for all exposed of finished rails and return ends for casework. Solid stock lumber shall be uniform in grade and color and shall take stain to match color of high-pressure laminate wood grain finishes.
 - 4. Only clear, select lumber shall be of the best grade of species with no knots or discoloration, mineral, streaks, or checking.
 - 5. All unexposed framing for support, stringers, or blocking members shall be Grade A Ponderosa pine or equal.
 - 6. All lumber used for framing or rails in conjunction with drawers or movable components shall be unselect maple of birch, free of knots and defects.
- E. Plywood
 - 1. Only dimensional plywood constructed and fabricated with water-resistant urea or phenol resin glue processed by the hot plate method formaldehyde shall be used.
 - 2. All corewood of plywood board shall be kiln dried to 7% or less moisture or as specified by the manufacturer.
 - 3. Materials of uniform grain and color shall be used with all transparent or lightly stained finishes to minimize distraction from panel to panel.
 - 4. Douglas fir plywood shall not be used in the construction of any fixtures.
 - 5. Abutted or pieced plywood veneer panels shall be parallel clipped and joined with tapeless splicer and edge glued with biscuits.
 - 6. Verify if book matching of veneers is required for vertical or horizontal wall applications with Owner.
 - 7. Verify if contiguous grain configuration is required for specific products with Owner.
 - 8. All veneer-faced plywood shall have sheet veneer on opposite side of board to eliminate warping.
 - 9. Plywood surfaces shall be adequately sanded and prepared to receive clean and unbroken finish.

10. Veneer plywood types:
 - a. 1/4" thickness panels: 3-ply construction.
 - b. 3/8" or 1/2" thickness panels: 5-ply construction.
 - c. 5/8" or 3/4" thickness panels: 7-ply construction.
- F. Composition or Particle Board
1. High-density particle board shall be used for all vertical and horizontal members of store fixtures.
 2. Particle board shall not be used for drawer bottoms, sides, or backs and in base framing members of store fixtures.
 3. Only 3/4" high-density particle board shall be used for interior shelves with either hardwood face edge or PVC-T edge molding.
 4. Peg board shall not be acceptable unless otherwise specified by the Owner.
 5. Masonite or 1/4" tempered hardboard as manufactured by Masonite Corporation is acceptable where specified.
- G. Miscellaneous Wood
1. Vendor shall be responsible for application of wood blocking or heavy-duty gauge metal strapping to anchor metal gondola fixtures and slatwall to the building walls. All wood materials used for blocking, nailers, and furring shall be fire rated in conformance with the performance requirements of AWPAC20 (lumber) and AWPAC27 (plywood). Identify all fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or other testing and inspecting agency acceptable to the Virginia State Fire Marshal's Office.
- H. Slatwall
1. Slatwall shall be manufactured from medium-density fiberboard with cut grooves to accept standard Slatwall accessories for merchandising displays.
 - a. Standard panel size: 3/4" (19.05 mm) thick x 48" (1220 mm) wide x 96" (2438) or 120" (3050) long as specified +/- 0.0625 (1.6 mm) on square or 0.125 (3 mm) on measured diagonal across the boards.
 - b. Board properties:
 - (1) 48 pounds (21.8 kg) density with an internal bond strength of 110 pounds (50 kgs) per square inch.
 - (2) linear expansion not to 0.30%.
 - (3) moisture content of 6-8%.
 - (4) face screw-holding capacity of 350 pounds (159 kgs) and edge screw-holding capacity of 275 pounds (125 kg).
 - (5) groove spacing of 3" on-center (100 mm).
 - (6) Groove measurements: Opening: 3/8" (9.525 mm); lip: 1/4" (6.350 mm); groove: 2/4" (6.350 mm), back 1/4" (6.350 mm).
 - (7) Surface finish: High-pressure laminate, vertical thickness 0.03" (0.7 mm) thick, bonded with vinyl acetate copolymer (Laminating 51) glue to MDF via Black Brother's cold press laminating line.
 - (8) Groove finish: Mill aluminum insert; extruded 6061 or 3003 wrought aluminum with black powder coat finish.
 - (9) Surface finish color: Provide color samples to Owner for selection.
 2. Slatwall Installation
 - a. Unship and move fixtures and equipment to assembly area. Vendor shall be responsible for the repair or replacement of any fixtures or equipment damaged in transit or delivery into the building.
 - b. Open cartons/crates and allow fixtures and equipment to reach room temperature before installation.
 - c. Prepare wall surfaces for installing slatwall and gondola fixtures per shop drawings.
 - d. Protect any surrounding surfaces from damage during installation.
 - e. Install on substrate, on fixtures per Contract Drawings.

- f. Permanent installations shall be installed using panel adhesive in addition to properly flat head wood screws.
- g. Attachment screws shall be installed through the center of the back of the grooves.
3. Slatwall accessories shall be as indicated on the Bill of Materials.

J Glass, Glazing, and Mirrors

1. All glass shall be without defects, scratches, or chipping.
2. Glass shelves shall be 3/8" thick tempered float with polished flames edges where shown for perimeter walls or freestanding fixtures, including fixtures with spans of 4 feet on center for slotted brackets and hardware components.
3. All glass shelving shall rest on rubber grommets installed into brackets.
4. Glass sliding doors in aluminum tracks shall be 1/4" thigh with polished edges. Aluminum tracks shall be ball-bearing natural aluminum anti-jump door tracks with locks.
5. Glass tops on showcases shall be anchored mechanically or with pressure-sensitive tape.
6. Mirrors shall be 1/4" polished plate mirror without defect. Protective backing shall be applied to mirror surface when mirror is to be set in mastic.
7. All mirror edges adjacent to casework or framing when installed shall be painted out flat back.
8. All mirrors shall have polished and flamed edges.

K. Fixture and Lighting Components

1. All lighting fixtures in store fixtures shall be slim-line unless otherwise specified.
2. Where specified halogen light fixtures shall have 40 watt energy saving lamps.
3. All lighting ballast shall be energy saving, T8F32 or equal.
4. All fixtures housing internal lights shall have vent holes to minimize heat build-up.
5. All electrified fixtures shall have 6-foot cords with plug or pigtail.
6. Plate covers shall match finish base.
7. Fixtures shall have removable access panels for ease of servicing lighting and electrical components.
8. All electrified fixtures shall be provided with light fixture and lamp.

L. Metal Gondola Counters

1. Unless otherwise shown on the Contract Drawings, metal gondola counters shall be of the highest quality heavy duty commercial metal gondola counters available. Acceptable manufacturers shall be Madix or Lozzier, or equivalent.

M. Melamine

1. Melamine shall be used only on interiors of custom made woodwork and fixtures. Use of melamine in any other locations shall constitute grounds for immediate rejection of the fixture in question and vendor shall be responsible for replacing the rejected fixture at no additional cost or time delay to the Owner.

IV. FABRICATION

A . General

1. All store fixtures shall be fabricated in a sound environment and assembled casework shall be dimensionally stable.
2. Prefit all sectional components at the manufacturing site to ensure alignment and accuracy of fit for all fixtures with multiple parts.
3. Bolt/screw all store fixtures to provide a secure connection between component members using toggle bolts, expansion screws, and clinch anchors, as necessary.
4. Fixtures attached to backing shall be attached using properly sized screws. Fixtures attached to sheetrock shall be attached with toggle/expansion bolts.
5. All wood backing/blocking shall be installed with glue, screws, tongue and grooves, splines, dowels, biscuits, tendons dados, or any other form of fastening and anchoring the store fixtures to provide adequate and secure rigidity of construction.
6. No face nailing of wood will be allowed, except for minor wood trims.
7. If nailing is used, all nail heads shall be countersunk, filled, and sanded smooth prior to finishing.
8. Where critical scribing of fixtures is required, provide sufficient material for proper alignment.
9. All free standing fixtures shall have glides or heavy-duty wheels or casters.

10. All stiles and rails shall be mortise and tendon, mitered, or butt joint at ends or corners using commercial water-resistant wood glue.
 11. No back-finishing of cabinets is required when secured to walls.
- B. Drawers
1. All drawer sides and backs shall be 5/8" thick solid maple, birch, or beech free of knots and defects including plugs, cracks, or patches in the wood.
 2. All drawers shall be dovetailed or dado construction and shall be abutted with solid material and glued with waterproof glue.
 3. All drawers shall have full extension heavy-duty slides with nylon rollers by K&V, GARCY, or equal.
 4. Drawer bottoms shall be a minimum 1/4" solid core plywood for drawers of less than four square feet area, and minimum 3/8" solid core plywood for drawers of and over four square feet area.
 5. Drawer fronts shall be high-density board and edged and shall be attached with screws and aligned for squareness.
 6. Drawer interiors shall receive two coats of sealer on sides, back, and bottom.
- C. Doors for Store Fixtures
1. Doors shall be made of high-density board and shall receive either HPL or wood veneer finish as shown on the Bill of Materials.
 2. All exposed edges of doors shall have PVC edging or wood veneer applied to match the door face.
 3. Backs of doors shall have balance sheet or melamine applied to eliminate warpage.
 4. All doors shall have heavy-duty mechanical or magnetic catches with stops.
 5. All doors shall have proper alignment with no scraping or rails or bottoms.
 6. All doors shall be fit with heavy-duty, self-closing hinges.
- D. Board Shelves
1. Shelves shall be 3/4" high density board, melamine covered-two sides with PVC edging on the face of the shelf.
 2. Shelves shall be corner-notched allowing wires to pass from top of fixture to access 2" hole at bottom for electrical wiring.
- E. Wood shelves
1. The face of all adjustable wood shelves shall be trimmed with three-quarter face hardwood edge.
 2. Shelves shall be corner-notched allowing wires to pass from top of fixture to access 2" hole at bottom for electrical wiring.
- F. Wood Finishing
1. All wood components adjacent to HPL shall be finished with the same color if solid color HPL is used.
 2. All wood components with HPL grained finished shall have matching HPL or PVC edging.
 3. If wood finishes are required next to HPL, such as table leg components, they shall be stained a uniform color to match the HPL and finished with 2 coats of polyurethane clear finish free of defects.
 4. Eliminate any milling or shaping marks on wood surfaces prior to applying finishes.
 5. Fill any nail holes with color match putty and sand before applying finish.
 6. Vendor shall submit color and finish samples to Owner for selection, as specified.
- G. Staining
1. Apply penetrating primer to open grained woods prior to applying stain.
 2. Apply stains in accordance with stain manufacturer recommendations.
 3. Seal stains with two coats clear polyurethane finish.
 4. Vendor shall submit stain samples to owner for selection.
- H. Miscellaneous Finishing
1. All concealed interior finishes that do not have a melamine finish shall be finished with one clear coat of polyurethane finish.

I. Powdered Metal Gondola Counter Finish

1. All metal gondola counter decks frames, and bases shall be finished with Lozzier or Madix Powder coat finish, factory applied. Provide color and gloss finish samples to Owner for selection.
2. All metal shelves shall be trimmed with three-quarter face hardwood trim with tops of shelves perforated for dividers. Provide Owner samples of wood trim.
3. All metal gondola counter runs shall have end panels at ends of runs.
4. All corner configurations that have no sheetrock corner fill shall have corner fill provided by the Vendor.
5. Vendor shall touch-up all scratches and scrapes to Powder coat and wood shelf trim prior to leaving site and shall leave a touch-up kit for the Powder coat finish and wood trim with the owner.

J. Accessory Hardware

1. All metal finish for store fixtures shall be satin brushed aluminum, including but not limited to hinges, catches, pulls, knobs, keyholes, and sliding door tracks.
2. Gate locks shall be Garco 433 or equal.
3. Hinged cabinet door locks shall be CORBIN or equal with pin cylinders and shall be keyed.
4. Sliding glass door locks shall be CORBIN or equal with push bolt mechanism and shall be keyed alike.
5. Drawer locks shall be CORBIN or equal and shall be keyed alike.
6. All showcase and drawer locks shall be pin-set locks and shall be keyed alike.
7. 3" swivel casters shall be Faultless or equal with side brackets and heavy duty rubber wheels #X527-35B.
8. 250 lb and heavier capacity casters shall be Wagner/Shepard, Faultless or equal with ball bearing wheels. Wheel treads shall be heavy black rubber.
9. 2-1/16" hinged door and drawer pulls shall be K&V or equal. Wood sliding door pulls shall have anodized or clear finish per drawing K&V806.
10. 96MM OC pulls shall be Hazel brushed chrome wire #119.39.455 or equal.
11. Clear plastic stick on door pulls for sliding glass doors shall be EP #EP17CL 3/4" x 2-3/4" or equal.
12. Pulls, generic wire door handles, and heavy-duty full-extension drawer slides and shelf clips shall be K&V or equal. Hinges shall be Blum OMM mount plate #175L8100 Blum 120 degree clip top hinges #1T5880 for overlay doors, and Blum 120 degree clip to crank hinge #7T5680 for inset doors and clip tops or equal.
13. Heavy-duty full-extension drawer slides shall be K&V, RUKA #RU-668104Z, Reeves or Gracy.
14. Recessed hardware, pilaster standards, and brackets shall be Reeves or Garco.
15. Glass sliding door extrusions for showcases shall be Diack #602 for bottom track extrusions, #613 for top track extrusions, #KK610 for door shoe extrusion, #650 nylon rollers, #652 top of door guides or equals. All components shall have satin clear finish.
16. Wood sliding door extrusions shall be Diack #335 for bottom track extrusions with corresponding top track assembly and #KU5823TL (Nylon) sliding door roller sheaves; clear satin finish.
17. Showcase Lights shall be #70 Hastings light kit with #30 rail (satin polished finish) with #95 brackets attached. Side and bottom case extrusions shall be Diack #613.
18. Light fixtures shall be Diack or equal.
19. Magnets shall be Epco, National Lock or equal.
20. Levelers shall be selected by vendor based on fixture weight and submitted to Owner with product data for approval.
21. All hardware shall be properly installed and operationally functional when delivered to the work site.

V. ITEMIZED BILL OF MATERIALS

- A. See refer to Attachment C for Bill of Materials and associated drawings which are attached as a PDF.

VI. GENERAL TERMS AND CONDITIONS

- A. Please refer to Attachment A of this specification for General Terms and Conditions.

VII. SPECIAL TERMS & CONDITIONS:

- A. ASBESTOS, LEAD PAINT OR OTHER HAZARDOUS MATERIALS: Contractor shall not incorporate into the work any materials containing asbestos, lead paint or any material known by the industry to be hazardous to the health of building construction workers, maintenance workers, or occupants. If the Contractor becomes aware that a material required by the contract contains asbestos, lead paint or other hazardous materials, he shall notify the Owner immediately and shall take no further steps to acquire or install any such material without obtaining Owner's written approval.
- B. AUDIT: The Contractor hereby agrees to 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.
- C. 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.
- D. AWARD: The Commonwealth will make the award based upon the **Total Cost of Project** as specified on the bid form to the lowest responsive and responsible bidder. Unit prices, extensions, installation, delivery, and any other costs associated with this project must be shown in the Total Cost of Project. In case of arithmetic errors, the unit price will govern. 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.
- E. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's 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.
- F. ORDERING OPTION: Owner may during the first sixty (60) days after installation, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- G. BID PRICES: Bid prices must include cost of individual items specified on bid sheet. Total cost of project shall be the total cost to fulfill contract as specified in IFB and all other contract documents. Time spent for transportation of workers, materials acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is overhead and must be included in the total cost of project.

H. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 10 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.

I. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

J. CONTRACTOR DATA SHEET: The bidder shall complete the Contractor Data Sheet (Attachment B), being sure to include 4 (four) recent references for whom the bidder has done a similar job of comparable size.

K. DELIVERY: Acceptance date of delivery in which space will be available and work installation can start on this project will be **November 19, 2008**. Completion date of **December 10, 2008** will be firm. Delivery and storage shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

L. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments or damage of products during shipping, storage or installation. It is the right of the Owner to reject any finished item(s) that has been damaged during shipment, storage or handling prior to installation. All damaged items shall be replaced in kind at the Vendor's expense. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

M. IDENTIFICATION OF BID ENVELOPE: The signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Bidder	Due Date	Time
_____	_____	
Street or Box Number	IFB No.	
_____	_____	
City, State, Zip Code	IFB Title	

Name of Contract/Purchase Officer or Buyer _____

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

If a bid is mailed, the bidder 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 to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

N. INSPECTION OF JOB SITE BY BIDDER: My signature on this solicitation constitutes that I have inspected the job site(s) and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site(s), will not be considered by the University. To arrange for a site visit please contact Len Shelton at 540-654-1299 or lshelton@umw.edu.

O. INSPECTION:

- a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.
- b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the owner will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.
- c. Should it be considered necessary or advisable by the owner at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall

be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.

d. The project inspector will recommend to the owner that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.

e. The project inspector has no authority to and shall not:

- (1) Authorize deviations from the contract documents;
- (2) Enter into the area of responsibility of the contractor's superintendent;
- (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work;
- (4) Authorize or suggest that the owner occupy the project, in whole or in part;
- (5) Issue a certificate for payment.

P. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

1. The vendor shall be responsible for providing an experienced and competent supervisor at the job site to direct installers, to coordinate the project with the General Contractor's Site Superintendent and to discuss any issues that might arise from the work. The vendor's supervisor and his assistant shall be fluent in the English language. One shall be present at all times work is being performed. The supervisor and his assistant shall provide and maintain proper work environmental conditions for the safety of all personnel.
2. The vendor shall be responsible for the installation of all materials procured under this IFB to include the installation of any wood or metal backing required to install slatwall and fixtures.
3. The vendor shall provide protective barriers and wrappings to protect fixtures.
4. All fixtures shall be installed in accordance with the approved shop drawings.
5. Vendor shall provide sufficient material for tops and face rails to permit scribing to walls.
6. Prior to leaving the site, the vendor shall clean and wipe down all fixtures of dirt and dust, smudges, and fingerprints.
7. All work and related materials not indicated on detailed drawings but necessary for the completion and installation of store fixtures, equipment, and materials shall be included in accordance with the intent and usage of each component and at the expense of the vendor.

Q. LATE BIDS: To be considered for selection, bids must be received in the issuing office by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the issuing office. Bids received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intradepartmental University mail system. It is the sole responsibility of the Bidder to insure that its bid reaches the issuing office by the designated date and hour.

R. PENALTY FOR LATE DELIVERY: If the Contractor fails to meet the scheduled deadline of December 10, 2008, in accordance with dates set forth in the contract documents, a penalty of \$100.00 per day for up to five calendar days and \$500 per calendar day thereafter will be paid to the University of Mary Washington by the Contractor.

S. PROTECTION OF PERSONS AND PROPERTY:

- a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
 - b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
 - c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
 - d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
 - e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.
- T. RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff.
- U. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- V. 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 reasonably 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.
 - 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.
 - g. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval from the Owner's contract Administrator for parking in other areas.
- W. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- X. WARRANTY:
- a. Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the owner.
 - b. If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:
 - (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
 - (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
 - (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

- c. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- d. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected and the contractor shall be liable for all expense incurred.
- e. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
- f. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.
- g. In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor and the contractor making the modifications shall each be responsible solely for his/her own work. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

Y. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the

DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting Agency or institution on a monthly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

Z. **SEPARATE CONTRACTS:**

The owner reserves the right to let other contracts in connection with the project, the work under which may proceed simultaneously with the execution of this contract. The contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The contractor shall cooperate with them and shall take all reasonable action to coordinate his work with theirs. If the owner has listed other separate contracts in the Invitation for Bids which it expects to proceed simultaneously with the work of the contractor, and has included the estimated timing of such other contracts in the Invitation for Bids, the contractor shall integrate the schedule of those separate contracts into his scheduling. The contractor shall make every reasonable effort to assist the owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent this contractor from carrying out his work according to the drawings and specifications of this contract, this contractor shall immediately notify the owner upon discovering such conditions.

VIII. METHOD OF PAYMENT:

The Contractor shall be paid using one of the following two methods:

1. GE MasterCard: At the time of order placement, the customer may authorize payment by the GE MasterCard credit card.
2. Payment will be made NET 30, after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The University of Mary Washington reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modification thereto. Invoices are to be received within 30 days from date services were rendered. The contractor will be paid on the basis of invoices submitted. All invoices will include the following information in a line item format or by supporting documentation:
Contract #
Date of Service

Original invoice should be sent to:

Office of Accounts Payable
University of Mary Washington
1301 College Avenue
Fredericksburg VA 22401

A clearly marked copy should be sent to:

Len Shelton
Facilities Services Department
University of Mary Washington
Hanover Street Physical Plant
Fredericksburg VA 22401

IX. **SUBMISSIONS:** The Contractor shall supply the following documentation with its bid. Failure to provide required information may render a bid **non-responsive**. The Commonwealth reserves the right to obtain technical data and to request clarification when deemed necessary.

- Bid Form
- Contractor Data Sheet (Attachment B), with at least five (5) years experience, listing four references
- Submittals as detailed in section 1.3 of Scope of work
- Small Business Subcontracting Plan

X. **OPTIONAL PREBID CONFERENCE:** An optional prebid conference will be held at **September 2, 2008 at 10:00 AM** at the **Purchasing Office, Centre Court, 1671 Jefferson Davis Highway, Fredericksburg, VA.** 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. Please contact Roxanne Ehardt of the Purchasing Department for assistance 540-654-1057.

XI. **ATTACHMENTS:**

- A. General Terms & Conditions
- B. Contractor Data Sheet
- C. Bill of Materials & Drawings
- D. Campus Map
- E. Small Business Subcontracting Plan
- F. Merchandising Plan

Please contact the Purchasing office if any attachments are not able to download.

- XII. PRICING SCHEDULE: BIDDER TO COMPLETE.** The Bidder agrees to provide products and services in compliance with the Scope of Work and Terms and Conditions of this Invitation for Bid at firm pricing. If unable to quote product specified because product number is obsolete indicate part number of product being quoted, and submit a substitute which is equal to quality, capacity and function as specified equipment, insert the word "SUBSTITUTE" in large block letters beside item description. UMW will have the final determination as to if additional equipment quoted is equal to specified equipment. **Any bidder who entered \$0 on a pricing blank or leaves it blank may be considered non-responsive.**

BID FORM

		UNIT		EXTENDED
ITEM	DESCRIPTION	COST	# of UNITS	COST
ABPF	ART Board	\$_____	1	\$_____
BD	Notebook/Binder Display	\$_____	4	\$_____
BD1	Book Drop Unit	\$_____	2	\$_____
CA1	Computer Accessories	\$_____	2	\$_____
CO4	Unit at Checkout	\$_____	6	\$_____
CONV1	Convenient Store Island Fixture, 36"	\$_____	2	\$_____
CONV1	Convenient Store Island Fixture, 48"	\$_____	3	\$_____
CU1	Condiment Unit	\$_____	1	\$_____
E1	Show Window Open Etagere, 48"	\$_____	1	\$_____
EC1	Text Book End Platform, 24"	\$_____	14	\$_____
EC3	Supplies End Platform, 24"	\$_____	1	\$_____
EL1	Electronics Unit, 36"	\$_____	5	\$_____
EL1	Electronics Unit, 48"	\$_____	1	\$_____
EMB	Emblamatics Island Fixture, 48"	\$_____	3	\$_____
EP1	End Panel	\$_____	10	\$_____
GC2	Glass Cube Base, 16x16x16	\$_____	1	\$_____

GC3	Glass Cube Base, 18x18x18	Glass Tube Base	\$_____	1	\$_____
HCH	Checkout, 4'-0"		\$_____	4	\$_____
MSWCE	Column Enclosure, Slatwall 3 sides, mirror 1 side		\$_____	2	\$_____
NT1	Nesting Tables		\$_____	3	\$_____
RCLT	Rectangular Level Table		\$_____	2	\$_____
R1	Round Table		\$_____	2	\$_____
R42T	42" Round Table		\$_____	4	\$_____
S2	Supplies Island Fixture, 36"		\$_____	2	\$_____
S2	Supplies Island Fixture, 48"		\$_____	7	\$_____
SP1	Spinner and End Panel		\$_____	3	\$_____
SW	Slatwall, 4'x8' Horizontal		\$_____	35	\$_____
SW	Slatwall, 4'x8' Vertical		\$_____	6	\$_____
SW	Slatwall, 4'x10' Horizontal		\$_____	1	\$_____
SW1D	Show Window Display				
	a. SYPED6319		\$_____	3	\$_____
	b. SYTABLE		\$_____	6	\$_____
	c. SYUPR		\$_____	5	\$_____
	d. STYF		\$_____	3	\$_____
	e. STYM		\$_____	2	\$_____
	f. SYF-A		\$_____	2	\$_____
	g. SYF-M		\$_____	2	\$_____
	h. SYSHIRT		\$_____	3	\$_____
	i. SYTIK35		\$_____	3	\$_____
	j. SYTIL24		\$_____	3	\$_____
4SWCE	Slatwall 4 Side Column Enclosure		\$_____	6	\$_____
T1	Textbook Metal Wall Unit, 51.5"Wx96"H		\$_____	4	\$_____
T2	Textbook Metal Wall Unit, 36"Wx48"H		\$_____	10	\$_____

T2	Textbook Metal Wall Unit, 48"Wx48"H	\$_____	16	\$_____
TB4	Textbook Island Fixture, 36"	\$_____	2	\$_____
TB4	Textbook Island Fixture, 48"	\$_____	10	\$_____
TB42B	Gondola, 48"	\$_____	22	\$_____
TRB3	Tradebook Unit, 48"	\$_____	4	\$_____
4W1	4-Way Rack	\$_____	14	\$_____
4W2	Slatwall Pinwheel & Shelves, 30"x30"	\$_____	2	\$_____
4W3	Slatwall Pinwheel & Shelves, 24"x24"	\$_____	2	\$_____
SHG2	Gondola Sign Holder Textbooks/Supplies	\$_____	55	\$_____
SHTRB1	Gondola Sign Holder Trade Books	\$_____	4	\$_____
ACC1	Vinyl Book Title Pockets w/Velcro Strips	\$_____	2000	\$_____
ACC2	Figure - Male	\$_____	6	\$_____
ACC3	Figure - Female	\$_____	6	\$_____
ACC4	A-Frame	\$_____	1	\$_____
ACC5	Clip Strips	\$_____	24	\$_____
ACC6	Shelf, Glass	\$_____	30	\$_____
ACC7	Shelf, Glass	\$_____	36	\$_____
ACC8	Shelf Bracket	\$_____	174	\$_____
ACC9	4" Display Hook	\$_____	96	\$_____
ACC10	6" Display Hook	\$_____	192	\$_____
ACC11	8" Display Hook	\$_____	192	\$_____
ACC12	12" Display Hook	\$_____	192	\$_____

ACC13	8" Flip Scan Hook	\$_____	4000	\$_____
ACC14	4" Flip Scan Hook	\$_____	2000	\$_____
ACC15	Flip Scan Labels	\$_____	4000	\$_____
ACC16	Brochure Holder	\$_____	12	\$_____
ACC17	Brochure Holder	\$_____	6	\$_____
ACC18	Cap Holder	\$_____	48	\$_____
ACC19	Sign Holder	\$_____	24	\$_____
ACC20	Sign Holder	\$_____	12	\$_____
ACC21	Brochure Packet	\$_____	12	\$_____
ACC22	Acrylic Shelf	\$_____	36	\$_____
ACC23	Slant Base Display	\$_____	11	\$_____
ACC24	Acrylic Slatwall Graphic Display	\$_____	2	\$_____
ACC25	Adult Dress Hanger	\$_____	2000	\$_____
ACC26	Adult Skirt Hanger	\$_____	625	\$_____
ACC27	Children's Hanger	\$_____	100	\$_____
ACC28	Kiddies' Hanger	\$_____	100	\$_____
ACC29	Shirt/pants Hanger	\$_____	100	\$_____
ACC30	Shelf	\$_____	60	\$_____
ACC31	12" Face Out	\$_____	96	\$_____
ACC32	8" Ball Waterfall	\$_____	60	\$_____
ACC33	Acrylic Bulk Bin	\$_____	24	\$_____
ACC34	Shelve	\$_____	4	\$_____

ACC35 Shelf Bracket

\$ _____ 12 \$ _____

Total Cost of specified equipment: \$ _____

Installation, Delivery and all other Charges Associated with this Project: \$ _____

Total Cost of Project: \$ _____

_____ dollars _____ cents

**ATTACHMENT A
COMMONWEALTH OF VIRGINIA
GENERAL TERMS & 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. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. 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 recipient's 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*, § 2.2-4343.1E).

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:**
1. **(Invitation For Bid):** 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:**
1. **To Prime Contractor:**
- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- 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.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent 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 coverage 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 this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

(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: This coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) 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, the employees of whom are prohibited from

engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive 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, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. 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.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- Y. **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.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

ATTACHMENT B

CONTRACTOR DATA SHEET

To Be Completed By Contractor

1. QUALIFICATION OF CONTRACTOR: The Contractor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____ years _____ months.
3. REFERENCES: Indicate below a listing of at least four (4) recent references, either commercial or governmental, for whom you have provided this type of service. Include the date service was furnished and the name and address of the person the Agency has your permission to contact.

			PERSON TO CONTACT
			E-MAIL ADDRESS
<u>CLIENT</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>PHONE AND FAX NUMBER</u>

4. List five (5) recent similar projects for institutions of higher education completed in the past three years.

A. Institution and Bookstore's name, address, phone number and email address:

Sq ft retail store fixtures	Total cost of project	Work days required to install fixtures	Name of design firm & contact information
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B. Institution and Bookstore's name, address, phone number and email address:

Sq ft retail store fixtures	Total cost of project	Work days required to install fixtures	Name of design firm & contact information
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C. Institution and Bookstore's name, address, phone number and email address:

Sq ft retail store fixtures	Total cost of project	Work days required to install fixtures	Name of design firm & contact information
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D. Institution and Bookstore's name, address, phone number and email address:

Sq ft retail store fixtures	Total cost of project	Work days required to install fixtures	Name of design firm & contact information
-----------------------------	-----------------------	---	--

E. Institution and Bookstore's name, address, phone number and email address:

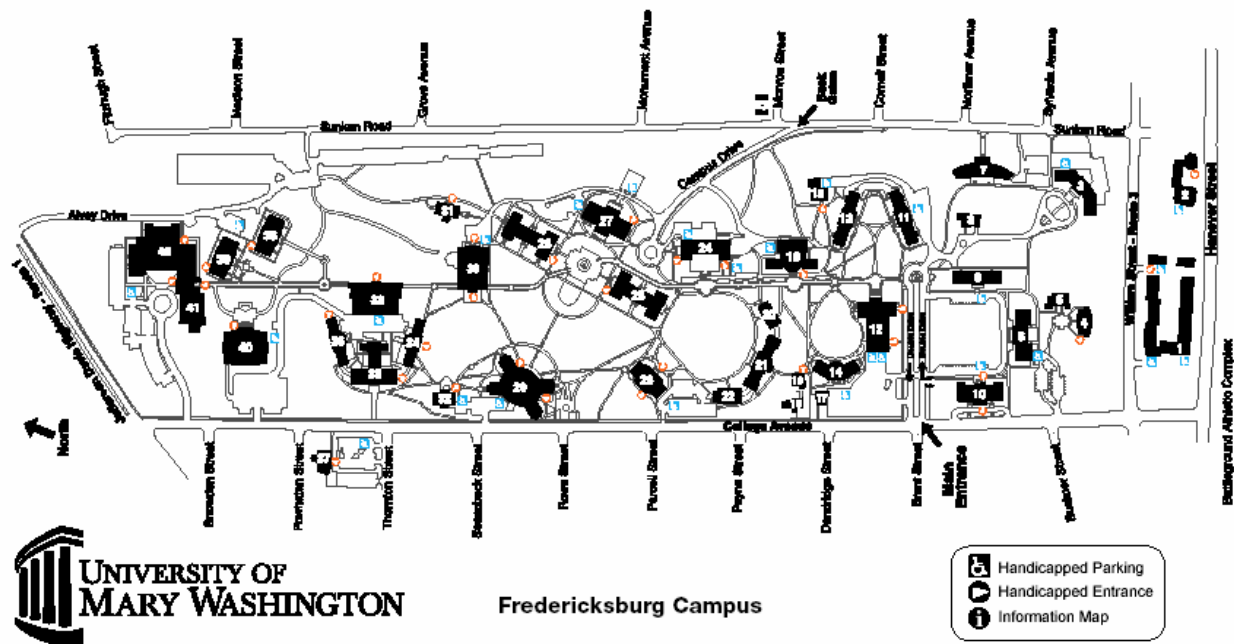
Sq ft retail store fixtures	Total cost of project	Work days required to install fixtures	Name of design firm & contact information
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ATTACHMENT C

Bill of Materials and Drawings

See attached Adobe File, BOM & DWGS pdf.

ATTACHMENT D



**UNIVERSITY OF
MARY WASHINGTON**

Fredericksburg Campus

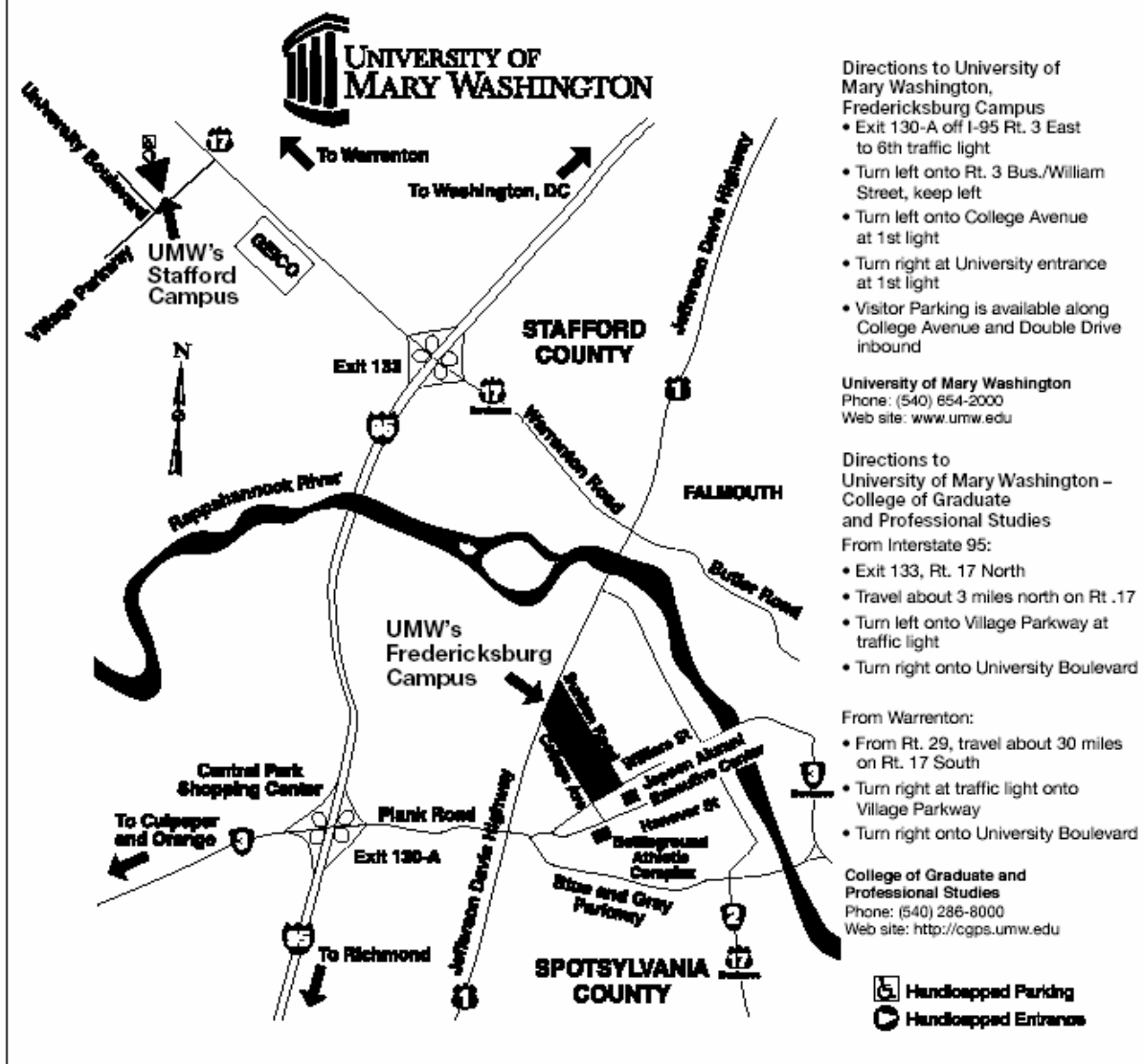
-  Handicapped Parking
-  Handicapped Entrance
-  Information Map

Alvey Hall (39) *Residence*
 Arrington Hall (38) *Residence*
 Ball Hall (21) *Residence*
 Ballroom (24) *Lee Hall*
 Brent House (8) *Administration*
 Bushnell Hall (9) *Residence*
 Chandler Hall (26) *Academic*
 Combs Hall (10) *Academic*
 Cornell House (23) *Residence*
 Custis Hall (22) *Residence*
 Dodd Auditorium (12) *George Washington Hall*
 duPont Hall (35) *Academic*
 Fairfax House (19) *Administration*
 Fitness Center (41)
 Framar House (5) *Residence*
 George Washington Hall (12) *Administration*

Great Hall (30) *Woodard Campus Center*
 Goolrick Hall (42) *Gymnasium*
 Hamlet House (17) *Administration*
 Heating Plant (37)
 Jefferson Hall (6) *Residence*
 Jepson Alumni Executive Center (2) *Administration*
 Jepson Science Center (40) *Academic*
 Klein Theatre (35) *duPont Hall*
 Lee Hall (24) *Admissions, Bookstore, Police, Underground*
 Madison Hall (20) *Residence*
 Marshall Hall (3) *Residence*
 Marye House (15) *Student Life*
 Mason Hall (13) *Residence*
 Melchers Hall (34) *Academic*
 Mercer Hall (31) *Residence*
 Monroe Hall (27) *Academic*

Pollard Hall (36) *Academic*
 Randolph Hall (11) *Residence*
 Ridderhof Martin Gallery (32) *Art Gallery*
 Russell Hall (7) *Residence*
 Seacobeck Hall (29) *Student Activities, Dining*
 Simpson Library (33) *Academic*
 South Hall (4) *Residence*
 Trinkle Hall (16) *Academic*
 Tyler House (18) *Administration*
 University of Mary Washington Apartments (1) *Residence*
 Virginia Hall (25) *Residence*
 Westmoreland Hall (14) *Residence*
 Willard Hall (28) *Residence*
 Woodard Campus Center (30) *Student Center*

See page 2 for directions and visitor parking.



ATTACHMENT E

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

ATTACHMENT F

MERCHANDISING PLAN

Design Layout of Bookstore attached as an AutoCAD file.
Please contact the Purchasing Department if you cannot open this.
540-645-1057 Roxanne Ehardt