

INVITATION FOR SEALED BID # 0004488 *THIS IS NOT AN ORDER*

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PURCHASING DEPARTMENT (0333)
270 SOUTHGATE CENTER
BLACKSBURG, VA 24061**

DATE	BID RETURN DATE AND HOUR	BID OPENING DATE AND HOUR
April 28, 2008		May 13, 2008 3PM

BIDDERS ADDRESS

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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:

Anthony S. Beeken

Contracts Officer/Buyer Senior

E-MAIL ADDRESS: abeeken@vt.edu

TELEPHONE NUMBER (540) 231-5240

FAX NUMBER (540) 231-9628

AFTER HOUR MESSAGES (540) 231-6221

COMMODITY: HVAC and Duct Cleaning Services SEE ATTACHED

SPECIAL INSTRUCTIONS

1. **SEALED BID** responses should be returned in the furnished envelope.
2. Faxed responses to Sealed Bids cannot be sent directly to the Purchasing Department, see Number 14. "Facsimile Bids" of the attached General Terms and Conditions.
3. Responses must be submitted on this form and the attachment (s) provided.
4. Responses should be signed below.
5. Responses will be received in the Virginia Polytechnic Institute and State University, Purchasing Department (0333), 270 Southgate Center, Blacksburg, VA 24061 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
6. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
7. **DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.**
8. Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.purch.vt.edu/html.docs/bids.html>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
9. **Bidders must take cognizance of the fees associated with the eVA Business-To-Government Vendor Registration requirement described herein and at <http://www.eva.state.va.us/> and submit prices accordingly.**

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT http://www.purch.vt.edu/html.docs/terms/GTC_BID_011008.pdf THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)		DELIVERY DATE
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		FEDERAL TAXPAYER NUMBER (If different than ID# above)		
BILLING NAME (Company name as it appears on your invoice)		FEDERAL TAXPAYER NUMBER (If different than ID# above)		
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS		
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE	
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER	
*BUSINESS CLASSIFICATION		☐ LARGE	☐ SMALL	☐ MINORITY-OWNED ☐ WOMEN-OWNED
*Business Classification definitions can be viewed at http://www.purch.vt.edu/html.docs/class.html				

THIS IS NOT AN ORDER Revised 05/10/07

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)

INVITATION FOR SEALED BID NUMBER 0004488

HVAC and Duct Cleaning Services

I. PURPOSE:

The intent and purpose of this Invitation For Sealed Bid is to establish a purchase order with one qualified source that can provide HVAC and Duct Cleaning Services for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a trading partner within the eVA system.*

There are registration fees and transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at www.eva.state.va.us and complete the Ariba Commerce Services Network registration. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your company conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: eVAcustomer@dgsvirginia.gov, or call 866-289-7367.

III. SCOPE OF SERVICE:

The contractor shall provide all labor, materials, equipment, transportation and incidentals to perform the following HVAC and Dust Cleaning Services as outlined below. All work shall comply with all NADCA commercial HVAC system cleaning specifications and requirements. Contractor methods may vary but must comply with all requirements contained herein. HVAC and Duct Cleaning Services shall include air outlets and inlets (registers, grilles and diffusers), supply, return and exhaust fans including fan housings and plenums, air handling unit internal surfaces and components including mixing box and coil section, coils and related components and return air ducts, dampers and actuators.

A. Building Information

All buildings are located on the Virginia Tech campus in Blacksburg, Virginia.

1. Harper Hall: Approximately 140 HVAC units including but not limited to stackable units, horizontal units, wall units and attic units with associated duct work.
2. New Residence Hall: Approximately 115 HVAC units including but not limited to stackable units, horizontal units, wall units and roof top units with associated duct work.
3. Payne Hall: Approximately 175 HVAC units including but not limited to stackable units, horizontal units, wall units and roof top units with associated duct work.
4. Pedrew-Yates Hall: Approximately 115 HVAC units including but not limited to stackable units, horizontal units, wall units and roof top units with associated duct work.

B. Duct Cleaning

1. Duct Cleaning Method

- a. Mark position of dampers and air-directional mechanical devices before cleaning.
- b. Use service openings as required for physical and mechanical entry for cleaning and inspection.
- c. Create other openings to comply with duct standards.
- d. Disconnect flexible ducts as needed for cleaning and inspection.
- e. Remove and reinstall ceiling sections to gain access during the cleaning process.
- f. Vent vacuum system exhaust down wind and away from air intakes and other points of entry into the building with truck mounted cleaning machines.

2. Mechanical Cleaning for Metal Ducts

- a. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
- b. Use vacuum collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections in order that areas being cleaned are under negative pressure.
- c. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging the integrity of metal ducts and duct liner.
- d. Clean coils and drain pans according to NADCA Standard 1992.

C. Roof Top Units

1. Roof Top Unit Cleaning Method

- a. The coordination of power shut down with Virginia Tech for each roof top unit for the cleaning process and the restoring of power after the cleaning process shall be the responsibility of the contractor. Under no circumstances shall the contractor shut down or restore power to a roof top unit.
- b. Each blower fan blade system and components shall be cleaned in place and made free of visible contaminants using a blower cleaner intended for this purpose in accordance with the manufacturer's instructions.
- c. The coils associated with each roof top unit shall be cleaned with a cleaner intended for this purpose and in accordance with the manufacturer's instructions for use.
- d. Each chamber within the roof top unit shall be scrubbed and flushed clean to remove all contaminants. Areas include the return chamber, supply chamber, mixing box fresh air intake and exhaust.
- e. All accessible components and areas within the roof top unit shall be cleaned.
- f. The drip pans of the roof top unit shall be flushed and wiped clean.

2. Roof Top Unit Duct Cleaning Method

- a. The duct work shall be sectioned off by floor and then zoned for the area.
- b. Each zoned area shall be cleaned by using an appropriate agitation tool method.
- c. The return and exhaust portion of the system shall be cleaned together and the supply side shall be cleaned alone.
- d. All vent covers shall be removed and cleaned.
- e. After completion of work, all furniture shall be returned to its original position.
- f. Vacuum cleaning in areas disturbed by this work shall be the responsibility of the contractor.

D. HVAC Unit Cleaning Method

1. The coordination of power shut down with Virginia Tech for each roof top unit for the cleaning process and the restoring of power after the cleaning process shall be the responsibility of the contractor. Under no circumstances shall the contractor shut down or restore power to a roof top unit.
2. All vent covers shall be removed and cleaned.
3. All blowers shall be removed and cleaned using a blower cleaner intended for this purpose and in accordance with the manufacturer's instructions.
4. Each unit shall be put under negative pressure during the cleaning process to ensure contaminants are not allowed into the environment.
5. All accessible components and areas within the HVAC units will be cleaned.
6. The duct work associated with each HVAC unit shall be cleaned under negative pressure using appropriate agitators.
7. The coils associated with each HVAC unit shall be cleaned with a coil cleaner intended for this purpose and in accordance with the manufacturer's instructions.

IV. SITE VISIT: A site visit is strongly recommended. To arrange a site visit, contact Mason Montgomery at (540) 231-0708.

V. METHOD OF PAYMENT:

Virginia Tech shall authorize payment to the contractor after satisfactory delivery of services and receipt of the contractor's invoice.

VI. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:

Virginia Polytechnic Institute and State University
Accounts Payable
201 Southgate Center
Mail Code 0312
Blacksburg, Virginia 24061

VII. PRICE SCHEDULE: (TO BE COMPLETED BY BIDDER):

Instructions to Bidders: Please provide pricing for HVAC and Duct Cleaning Services and delivery method of services indicated below. Virginia Tech reserves the right to award a contract for the HVAC and Duct Cleaning Services based on either delivery method of services indicated below.

A. HVAC and Duct Cleaning Services with standard delivery for the lump sum price of: \$ _____

Indicate the start date and number of days for completion for standard delivery of services after receipt of an order by Virginia Tech:

Start Date: _____

Number of Days for Completion: _____

B. HVAC and Duct Cleaning Services with expedited delivery for the lump sum price of: \$ _____

Indicate the start date and number of days for completion for expedited delivery of services after receipt of an order by Virginia Tech:

Start Date: _____

Number of Days for Completion: _____

VIII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.purch.vt.edu/html.docs/bids.html>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

IX. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions.

X. ATTACHMENTS:

Attachment A - Terms and Conditions

ATTACHMENT A

TERMS AND CONDITIONS

Bid General Terms and Conditions

See http://www.purch.vt.edu/html.docs/terms/GTC_BID_011008.pdf

Special Terms and Conditions

1. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
2. **AWARD OF CONTRACT:** Virginia Tech will make the award on a lump sum basis to the lowest responsive and responsible bidder. The Virginia Tech Purchasing Department 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 Virginia Tech to be in its best interest.
3. **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. Virginia Tech will not assume any responsibility for receiving these shipments. Contractor shall check with Virginia Tech and make necessary arrangements for security and storage space in the building during installation.
4. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
5. **IDENTIFICATION OF SEALED BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and addressed as follows:
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061
Reference the opening date and hour, and Bid Number in the lower left corner of the envelope or package.
If a bid not contained in the special envelope 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. No other correspondence or other bids should be placed in the envelope. Bids may be hand delivered to the Virginia Tech Purchasing Department.
6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.
7. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Virginia Tech.
8. **INSURANCE:**
By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
A. Worker's Compensation - Statutory requirements and benefits.

- B. Employers Liability - \$100,000.00
- C. General Liability - \$500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00
- E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

9. SMALL, WOMEN, AND MINORITY-OWNED (SWAM) BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE

- A. Virginia Tech has developed a “SWAM” plan for increasing procurement from small, women-owned, and minority-owned (SWAM) business. Virginia Tech's SWAM subcontracting aspirational goals are as follows:

Small 30%	Woman-owned 5%	Minority-owned 3%	Total SWAM 38%
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- B. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) business. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the Owner at a minimum the following information: name of firm, DMBE SWAM certification number, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Note that SWAM vendors must be certified with the Department of Minority Business Enterprise (DMBE). For further information: (<http://www.dmb.state.va.us>).
- C. Definitions:
 1. **Small business** – 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. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.
 2. **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, 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 the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.
 3. **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) 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.
 4. **Minority individual** – means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - a. “African American” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 - b. “Asian American” means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samos, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

- c. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- d. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

10. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or compound offered. Failure on the part of the bidder to submit such data sheets may be cause for declaring the bid as nonresponsive.
11. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
12. **SAFETY:** The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL <http://www.ehss.vt.edu/Programs/OSD/ContractorSafety/contractor.htm>. A copy of the publication may also be obtained by contacting EHSS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.
13. **SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
14. **TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
15. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Virginia Tech by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.
16. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.