

INVITATION FOR BIDS (IFB)

Issue Date: May 20, 2011

IFB#214-11-TabbHVAC-REBID

Title: Tabb Hall – HVAC Upgrade

Project Code: 214-17322-002

Issuing Agency: Commonwealth of Virginia
Longwood University
Materiel Management Office
201 High Street
Bristow Hall, Room 218
Farmville, Virginia 23909

OPTIONAL PRE-BID CONFERENCE:

11:00 a.m., June 3, 2011
Jeffers Auditorium
Longwood University
Farmville, Virginia 23909

Using Agency And/Or Location

Where Work Will Be Performed: Longwood University
Farmville, Virginia

Sealed Bids Will Be Received Until: June 21, 2011 at 2:00 p.m. local time For Furnishing The Goods/Services
Described Herein And Opened In Public June 22, 2011 at 2:00 p.m. local time.

All Inquiries For Information Should Be Directed To: James E. Simpson, Director Materiel Management (434) 395-2093.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: James E. Simpson, Director of Materiel Management, Longwood University, Bristow Hall, Room 218, Corner of Main and Redford Streets, Farmville, VA 23909. Bids shall be date/time stamped upon receipt by the University.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees to Furnish the Services at the Price(s) Indicated On Bid Form.

A CLASS 'A' CONTRACTORS LICENSE IS REQUIRED

Virginia Contractor License No. _____

Class: _____ Specialty Codes: _____

Name and Address of Firm:

Date: _____

By: _____

(Signature in Ink)

_____ Zip _____

Name: _____

(Please Print)

E-mail Address: _____

Title: _____

eVA Vendor ID or DUNS#: _____

Telephone Number: (____) _____

(Toll Free if available)

eVA Member [] Yes [] No

Fax Number: (____) _____

(Toll Free if available)

eVA registration information can be found on page 16 of this document.

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CONTRACTOR SHALL BE A REGISTERED VENDOR IN eVA BY THE DUE DATE AND TIME FOR RECEIPT OF BIDS TO BE AWARDED THIS CONTRACT. BIDDER MUST INCLUDE THE COST OF THE eVA TRANSACTION FEE IN ITS BID.

Please indicate if your company is certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) as a Small Business []; Minority-Owned Business []; Woman-Owned Business []. If yes,

Certificate Number _____ Certification Date _____ Expiration Date _____

You are encouraged to register with the Department of Minority Business Enterprise,
<http://www.dmb.e.virginia.gov>.

Addendums: Any changes resulting from the University's requirements will be issued in an addendum and will be posted to the eVA website, (<http://www.eVA.virginia.gov>), the Longwood University Materiel Management website, (<http://tkts.longwood.edu/ifbrfp/reviewwfb.asp>) and Public Posting Board. Click on Bid Number **214-11-TabbHVAC-REBID**.

It is the sole responsibility of the bidder to check these web pages for all changes to the IFB prior to submission. Failure to do so may cause your bid to be determined non-responsive. Longwood University will not mail or fax these documents.

NOTE TO BIDDERS: Parking is difficult, please plan to arrive early. If you require ADA accommodations, please contact the Materiel Management Office at (434) 395-2093 twenty-four (24) hours prior to conference.

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 because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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NOTICE OF INVITATION FOR BIDS (IFB)

- I. **PURPOSE:** Sealed bids are invited for the construction of Tabb Hall – HVAC Upgrade – Project Code 214-17322-002 at Longwood University in Farmville, Virginia.
- II. **SCOPE OF WORK:** The project consists of replacement of the existing air-cooled condenser units replacing these with new water-cooled units, and also included is a new cooling tower and supporting structure and associated condenser water piping below grade.

Sealed bids will be received at the office of the Material Management Department, Bristow Building, Room 218 at the corner of Main and Redford Streets, Farmville, VA 23909. **The deadline for submitting bids is 2:00 p.m. sharp, as determined by the Bid Officer, on 21 June 2011.**

The bids will be opened publicly and read aloud **beginning at 2:00 P.M., on 22 June 2011**, at the same location.

A Bid Bond is required. Refer to the Instructions to Bidders Article 5.

eVA Vendor Registration: The bidder or offeror shall be a registered vendor in eVA. See the eVA Vendor Registration Requirements on page 16.

Procedures for submitting a bid, claiming an error, withdrawal of bids and other pertinent information are contained in the Instructions to Bidders, which is part of the Invitation for Bids. Withdrawal due to error in bid shall be permitted in accord with Section 9 of the Instructions to Bidders and § 2.2-4330, Code of Virginia. The Owner reserves right to reject any or all bids.

- III. **PRE-BID CONFERENCE:** A pre-bid conference will be held in Jeffers Auditorium, Longwood University, Farmville, VA at 11:00 a.m. on Friday, June 3, 2011 (#19 on Campus Map/Directory in Section VIII. **ATTACHMENTS).** Attendance shall be optional for those submitting a bid.

The contract shall be awarded on a lump sum basis as follows: the Total Base Bid Amount including any properly submitted and received bid modifications. 'Notice of Award' or 'Notice of Intent to Award' will be posted on the bulletin board at Bristow Building, Longwood University, Farmville, Virginia, on the eVA website, <http://www.eVA.virginia.gov> and on the Longwood University Materiel Management website, <http://tkts.longwood.edu/ifbrfp/reviewifb.asp>.

Contractor registration in accordance with Section 54.1-1103 of the Code of Virginia is required. See the Invitation for Bids for additional qualification requirements.

The Invitation for Bids for the above project, including the drawings and the specifications containing the information necessary for bidding, may be obtained from the office of architect: Kuntz & Associates, Architects, 7906 Andrus Road, Suite #18, Alexandria, Virginia 22306, Telephone (703) 619-4700.

A deposit of \$200.00 for each set of the Invitation for Bids documents will be required as a guarantee of the safe return of the documents within ten days after the bid opening in suitable condition for reissue. There will be no deposit refund for those who do not submit a bid. Partial sets of documents will not be issued. In addition a non-refundable administrative charge of \$40.00 per set is required. Send checks (2) to the office of the Architect made payable to Kuntz & Associates, Architects.

Copies of the Invitation for Bids documents, including the plans and the specifications, will also be available for inspection at the architect's office after 22 May 2011 and at following locations:

Longwood University
Capital Planning & Construction Department
201 High Street, McCorkle Building
Farmville, Virginia 23909
(434) 395-2297
Fax: (434) 395-2978

McGraw-Hill Construction/REPROMAX
9 North Third Street
Richmond, Virginia 23219
(804) 343-2034
Fax: (804) 343-2701

Valley Construction News
356 West Campbell Avenue, SW
Roanoke, Virginia 24016
(540) 344-8127
Fax: (540) 344-0292

Builders Exchange – Richmond
3207 Hermitage Road
Richmond, Virginia 23227
(804) 353-2788
Fax: (804) 353-8640

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

Owner: Longwood University
David Pletcher, Facilities Engineer
Capital Planning & Construction Department
201 High Street, McCorkle Building
Farmville, Virginia 23909
(434) 395-2297
Fax: (434) 395-2978

IV.

BID FORM

DATE:

PROJECT: **Tabb Hall – HVAC Upgrade**
Longwood University – Farmville, VA
Project Code: 214-17322-002

To: Commonwealth of Virginia
Longwood University
Materiel Management Department
Bristow Building, Room 218
Redford Street at Main Street
Farmville, Virginia 23909
Attn: Mr. James E. Simpson

In compliance with and subject to your Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the Plans and Specifications dated 16 May 2011, and the Addenda noted below, as prepared by Kuntz & Associates, Architects 7906 Andrus Road, Suite #18, Alexandria, Virginia 22306 for the consideration of the following amount:

Base Bid:

PART A.

Lump sum price for construction of work indicated in Work Areas 2, 3 and 4 in accordance with the Plans and Specifications:

PART A = _____ Dollars (\$_____).

PART B.

Lump sum price for the construction of work indicated in Work Area 5 complete and in accordance with the Plans and Specifications:

PART B = _____ Dollars (\$_____).

TOTAL BASE BID AMOUNT (For PARTS A, & B) IS:

_____ Dollars (\$_____).

Contract award will be based on the **TOTAL BASE BID AMOUNT shown above** (including any properly submitted bid modifications).

The bidder has relied upon the following public historical climatological records:
United States Weather Service for Farmville, Virginia.

The undersigned understands that time is of the essence and agrees that the time for Substantial Completion of the entire project shall be 180 consecutive calendar days from the date of commencement of the Work as

specified in the Notice to Proceed, and Final Completion shall be achieved within 30 consecutive calendar days after the date of Substantial Completion as determined by the A/E.

Acknowledgment is made of receipt of the following Addenda: _____

_____.

If notice of acceptance of this bid is given to the undersigned within 30 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver a contract in the prescribed form (Commonwealth of Virginia Contract Between Owner and Contractor, Form CO-9) within 10 days after the contract has been presented to him for signature. The required payment and performance bonds, on the forms prescribed, shall be delivered to the Owner along with the signed Contract.

Immigration Reform and Control Act of 1986: The undersigned certifies that it does not and shall not during the performance of the Contract for this project violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens, or knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

DISQUALIFICATION OF CONTRACTORS: By signing this bid or proposal, the undersigned certifies that this Bidder or any officer, director, partner or owner is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Bidder a subsidiary or affiliate of any firm/corporation that is currently barred from bidding on contracts by any of the same. We have attached an explanation of any previous disbarment(s) and copies of notice(s) of reinstatement(s).

Either the undersigned or one of the following individuals, if any, is authorized to modify this bid prior to the deadline for receipt of bids by writing the modification and signing his name on the face of the bid, on the envelope in which it is enclosed, on a separate document, or on a document which is telefaxed to the Owner:

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Virginia Department of Professional and Occupational Regulation, Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No. _____

Bidder _____
(Name of Firm)

Contractor Class _____

By _____
(Signature)

Specialty _____

Valid until _____

(Typed Name)

FEIN/SSN: _____

Title _____

If General Partnership (List Partners' Names)

Business Address:

Telephone # _____

Fax # _____

If Corporation, affix Corporate Seal &
list State of Incorporation

State: _____

(Affix Seal)

Virginia State Corporation Commission ID No.: _____; or

If Contractor is a foreign business entity not required to be authorized to transact business in the Commonwealth under Titles 13.1 or 50 of the Code of Virginia, or as otherwise required by law, please provide an explanation as to why such entity is not required to be so authorized: _____

_____.

V. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. 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, bidders 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, bidders 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, 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, bidders 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, bidders 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:**

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder 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:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder 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 physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder 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 to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder 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 clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders 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 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 further certifies that the contractor and any subcontractors will maintain these 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.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Note: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- 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 or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, 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 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. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VI. SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Longwood University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Longwood University has purchased or uses any of its products or services, and the contractor shall not include Longwood University in any client list in advertising and promotional materials.
2. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
3. **AS BUILT DRAWINGS:** The contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
4. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
5. **AWARD OF CONTRACT:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on the Total Base Bid price. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
6. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
7. **BID BOND OR GUARANTEE:** Each bid shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a certified check, cash escrow or a bid bond payable to the Treasurer of the Commonwealth of Virginia. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact

business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bid during the period of 60 days following the opening of bids; that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bids and purchase order or contract. The bid guarantee will be returned upon award of contract.

8. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License # _____ Type _____

10. **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 within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder 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 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 shall place on the outside of the envelope containing the bid and shall place in the bid 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 shall fail to provide this information on his bid or on the envelope containing the bid 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, he shall be deemed to be in

violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

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

11. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
12. **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. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
13. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
14. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative 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.
15. **IDENTIFICATION OF 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 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 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. 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.

16. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
17. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
18. **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 are required to submit a Small Business Subcontracting Plan. Unless the bidder 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 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 at the end of the contract, 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 at the end of the contract, 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.

19. **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.
20. **OPTIONAL PRE-BID CONFERENCE:** An optional pre-bid conference will be held at 11:00 a.m. on June 3, 2011 in Jeffers Auditorium (#19 on the Campus Map/Directory in Section VIII. **ATTACHMENTS**). The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
21. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
22. **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.
23. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods 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 goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

24. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
25. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in one (1) purchase order with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. 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.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eVa.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

26. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized.

VII. METHOD OF PAYMENT:

Payment will be made at completion of job and invoice submitted to:

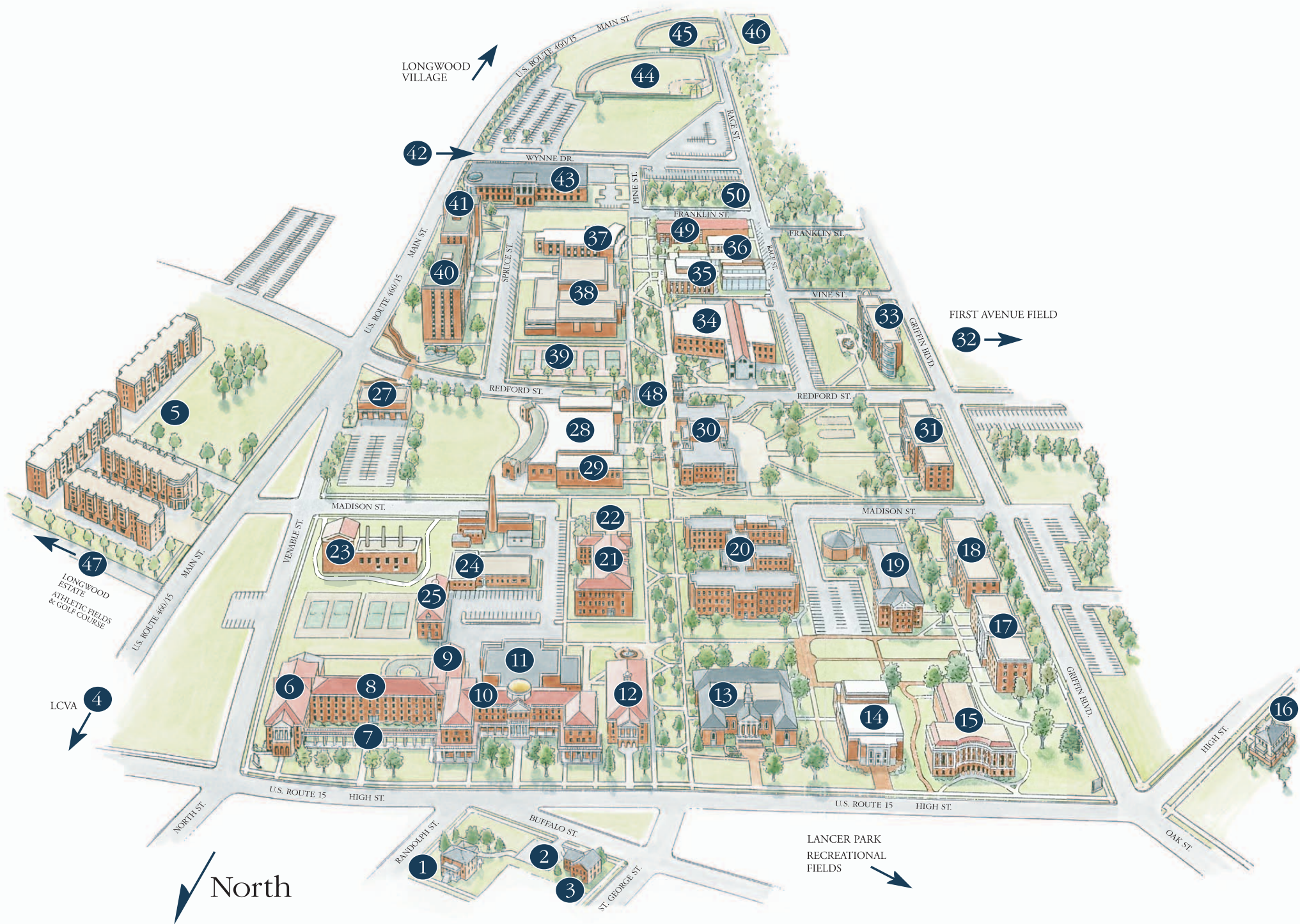
Accounts Payable Office
Lancaster Hall
Longwood University
Farmville, Virginia 23909

VIII. ATTACHMENTS:

ATTACHMENTS 1 – 7 are behind the following cover pages.

ATTACHMENT 1

Longwood University Campus Map and Directory



Longwood University Directory

(Residence halls are at the end of the list.)

Admissions Office (Crafts House)	3	Lancer Field	46
Assessment & Institutional Research	50	Lankford Student Union	30
Athletic Department (Tabb Hall)	8	Lancer Café, Post Office	
Barlow Hall	25	Longwood Center for the Visual Arts (LCVA)	4
Registrar		(Main & Third Streets)	
Baseball Field (Buddy Bolding Stadium)	44	Longwood Estate	47
Bedford Hall	36	Athletic Fields, Golf Course	
Art, Bedford Auditorium		Longwood House	5
Blackwell Hall	11	Longwood Landings	
Prince Edward & Virginia rooms		Barnes & Noble Campus Bookstore	
Bristow Hall	27	Residence Hall	
Physical Plant Operations/Materiel Mgmt.		Ruffner Hall	10
Campus Bookstore/Barnes & Noble	5	Academic Affairs	
Center for Communication Studies & Theatre	49	Cook-Cole College of Arts & Sciences	
Chichester Science Center	15	History, Political Science & Philosophy	
Natural Sciences		Liberal Studies	
Colonnade (Joanie on the Pony)	7	Mathematics & Computer Science	
Cormier Honors College (Wheeler Hall)	17	Psychology	
Coyner Hall	22	Sociology, Anthropology & Criminal Justice	
Information Technology		Cormier Honors Program	
Real Property Management		Graduate Studies	
Crafts House	3	International Affairs	
Admissions Office, Campus Tours		Small Business Development Center	42
Dorrill Dining Hall	28	Longwood University Real Estate Foundation	
Campus Police & Public Safety		Softball Field	45
Information & Visitor Center		Stevens/McCorkle/Jeffers Hall	19
First Avenue Field	32	Capital Planning & Construction	
Graham Hall	24	Clean VA Waterways/Sustainability	
Disability Support Services		Nursing	
Parking, Printing Services		University Inn Bed & Breakfast	16
Grainger Hall	12	Varsity Tennis Courts	39
English, Modern Languages		Visitor Parking	
Greenwood Library	34	Crafts Lot	2
Academic Support Center		Parking Garage - Redford Street	48
Hardy House	1	Willett Hall	38
Conferences, Facility Scheduling		Health, Recreation & Kinesiology	
Internal Auditor		Lancer Gymnasium & Pool	
Health & Fitness Center	43	Wygall Hall	35
Campus Recreation		Music, Molnar Recital Hall	
Counseling Center, Student Health			
Heating Plant	23		
Hiner Hall	21		
College of Business & Economics			
Hull Education Center	37		
College of Education & Human Services			
Iler Hall	29		
Environmental Health & Safety, ROTC			
Jarman Hall	14		
Jarman Auditorium			
Lancaster Hall	13		
Academic Advising/Career Center			
Administration, Office of the President			
Alumni Office, Cashier/Student Accounts			
Financial Aid, Human Resources			
Student Affairs/Housing			
University Advancement			

On-Campus Residence Halls

ARC Residence Hall	33
Cox Residence Hall	18
Cunningham Residence Hall	20
Curry Residence Hall	40
Frazer Residence Hall	41
French Residence Hall	6
South Ruffner Residence Hall	9
Stubbs Residence Hall	31
Wheeler Residence Hall	17

Off-Campus Apartment Communities

Lancer Park	(off-map: Grace St.)
Longwood Landings	5
Longwood Village	(off-map: Clark St.)

ATTACHMENT 2
Written Pre-Bid Question Form

Project: Title of Project
Longwood University
Farmville, Virginia

Attention: James E. Simpson, CPPB, VCO
Director Materiel Management
Longwood University
201 High Street, Bristow Hall, Room 218
Farmville, Virginia 23909-1896
Phone: 434-395-2093 Fax: 434-395-2246

The following question(s) are against IFB#214-11-TabbHVAC-REBID:

<u>Section, Page, Line(s)</u>	<u>Question</u>
-------------------------------	-----------------

All questions shall be received by **12 noon, June 14, 2011**. All responses to questions will be made by an addendum, if necessary.

Question(s) submitted by:

Name

Company

Phone # _____

Fax # _____

IFB#214-11-TabbHVAC-REBID
Tabb Hall – HVAC Upgrade – Project 214-17322-002

ATTACHMENT 3

Longwood University's Standards for Campus Construction Projects

LONGWOOD UNIVERSITY'S STANDARDS FOR CAMPUS CONSTRUCTION PROJECTS

OCTOBER 2, 2009

(Also applies to all Vendors doing business with the university)

It is our goal to preserve pedestrian safety, the daily business of the University, and the campus aesthetic while allowing construction to occur on campus.

Safety

- Student, faculty and staff safety are of the highest priority.
- No work shall begin until a pre-construction meeting is held that addresses fencing of construction areas, construction traffic, parking of contractor's vehicles and work hours.
- The Contractor bears sole responsibility for the safety of his or her employees. The Contractor is expected to 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 federal and state Occupational Safety and Health Administration (OSHA) compliance requirements.

These regulations include, but are not limited to:

Title 29 of the Code of Federal Regulations (CFR) Parts 1910, Occupational Safety and Health Administration (OSHA) Standards for General Industry,

Title 29 of the Code of Federal Regulations (CFR) Parts 1926, Occupational Safety and Health Administration (OSHA) Standards for the Construction Industry, and

Those requirements with which cover specific hazards in regards to Longwood University and its operations to assure protection for all students, faculty, staff and visitors.

The Contractor bears sole responsibility for communication of safety-related information and requirements to his or her Subcontractors. Contractors shall assure that their Subcontractors comply with the requirements outlined herein.

- Contractor's workers shall not interface with students. Inappropriate behavior from any worker will result in an immediate dismissal from the project.
- Vehicles shall not be parked on sidewalks for any period of time that blocks egress from a building.
- Construction sites shall be secured for safety at the end of each day.

University Business

- Contractor shall work with the University Project Manager to coordinate service and pedestrian access to affected adjacent buildings and major pedestrian walkways.
- Work schedules are subject to quiet times for student exams and other University functions.
- Jack-hammering and other excessive noise shall be limited and may be restricted to non-working hours.

Campus Aesthetic

- Equipment shall not drive or park on grass lawns or sidewalks. Sidewalk access may be allowed if first cleared with the University Project Manager.
- Equipment that leaks any fluids will not be allowed on campus.
- Any vehicle or equipment that travels over University sidewalks, providing permission is granted, shall first place protective mats over the sidewalk surface to protect against tire marks and stains.
- Any damage to University property, such as residue from leaked fluids on sidewalks or pavement, tracks in grass areas, or damage to trees, shrubs, sprinkler systems, signs, light-posts or any other University property shall be removed, replaced or repaired before final payment will be made for Work.
- It is intent of the University for the campus to appear as good as or better than before the start of each construction project.

ATTACHMENT 4

Longwood University 2011 Holiday and Winter Closing Schedule

Longwood University 2011 Holiday and Winter Closing Schedule

Friday, December 30, 2010	New Year's Day Observed
Monday, January 17	Martin Luther King Day
Monday, March 14	Spring Break
Tuesday, March 15	Spring Break
Monday, May 30	Memorial Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Wednesday, November 23 – Friday, November 25	Thanksgiving Holiday
Wednesday, December 21 – Friday, December 30	Winter Break

Holidays and Closings are subject to change. See Longwood University's website <http://www.longwood.edu/hr/CurrentPolicies/2011HolidayCalendar.pdf> for current schedule.

ATTACHMENT 5

MEMORANDUM for Contractor Public Safety Related Issues

MEMORANDUM

TO: All Contractors Performing Activities at Longwood University

FROM: Col. Robert Beach
Chief of Police
Longwood University Police Department

DATE: December 1, 2009

SUBJ: Contractor Public Safety Related Issues

To allow for a safe and orderly process during your activity at Longwood University the following procedures shall be followed:

- All contractor vehicles, to include sub-contractors that will be parked on University property, must have a "Contractors Parking Pass" These can be obtained at the Parking Services Office located in the Graham Building at the North end of Campus Monday through Friday between 8:00 a.m. and 3:00 p.m. Parking will be designated per request. Parking in any other location than designated spots will be subject to a \$50.00 parking ticket. Three unpaid tickets will mean that subsequent tickets will also be accompanied by a tow from the property at the owner's expense.
- All Contractors, to include sub-contractors, shall obtain a contractors ID card from the Longwood University ID center located on the ground floor of the Lancaster building at the North end of campus, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. Anyone found on site without his card will be removed from the work site until an ID card is obtained or produced.
- It is the responsibility of the contractor to make sure that no registered Sex offenders are employed on any of the contractor job at Longwood University.
- It is the responsibility of the contractor to make sure that all employees are legal aliens with appropriate documentation while working at Longwood University.
- Contractors that will be disrupting alarms in any facility on campus must notify the Longwood University Police Department at least 24 hours in advance to work out details on maintaining the security of the facility and to assure that appropriate documentation of such outage is completed.
- All contractors performing work for Longwood University are expected to take appropriate measures when disrupting traffic or requesting street closures for more than a few minutes. Contractors must communicate with the Longwood Police Department through the Longwood University Project Administrator at least 48 hours prior to the closure or disruption.
 - Temporary traffic disruptions must be coordinated through the Longwood University Project Administrator. The contractor creating the disruption must provide Flagmen. Temporary disruptions should not exceed 30 minutes.
 - Traffic disruptions that have a longer term of duration must also be coordinated with the Longwood Police Department. A minimum of a two business days notice is required for significant traffic disruptions. The Police Department will assess the situation and the Police Department will dictate measures to be taken by the contractor to ensure public safety. This can include the need for police control of the situation at the contractor's expense.

ATTACHMENT 6

Longwood University Contractor ID Card Agreement



Contractor ID Card Agreement

Company: _____ Project: _____

Employee Names:	Card #	Employee Names:	Card #

Begin Date _____ End Date: _____

Supervisor Name: _____ Supervisor Contact #: _____

Signature: _____

Capital Planning Rep: _____ Campus Police Approval: _____

Access Controlled Buildings (Circle As Needed)

Residential Halls: Arc Stubbs Curry Frazer Wheeler Cox S. Ruffner French
Tabb S. Tabb Cunninghams Longwood Village Longwood Landings Lancer Park

Academic Buildings: Coyner Garage Ruffner Grainger Science
Longwood Bed & Breakfast Recreation Center Communications & Theatre

Partial Rooms Access Controlled: Hiner Hull Bedford Library

Doors Needed _____

Mechanical Room (Building(s)) _____

MDF Closet (Building(s)) _____

Physical Key Access Controlled Buildings: Refer to Pinkey Baldwin, Facilities Management

Iler Stevens/McCorkle Dining Hall Lankford Willett Visual Arts Center
Wygal Graham Barlow Bristow Lancaster

Debra A. Wooding – ID Center E-Mail: woodingda@longwood.edu Phone: 434-395-2715

LU Campus Police Policy: _____ **Date:** _____ **Initial:** _____

Contractor access will be granted from **6 a.m. – 6 p.m.** If additional access is required, make a request **24** hours beforehand to the ID Center representative. Your Contractor Badge must be on hand at all times and returned in the same condition as issued or there will be a \$20 lost or damaged card fee incurred. Lost or stolen badges should be reported to LU Police @ 434-395-2091 and your Capital Planning representative. You will be required to return this badge to the ID Center within 5 days of completion of projects. **I agree to abide by the regulations stated above. A copy of these regulations will be provided for my reference.**

ATTACHMENT 7

Small Business Subcontracting Plan

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: This shall not exclude DMBE-certified women- and minority-owned 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's 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 bidder to receive credit for the small business subcontracting plan evaluation criteria, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each bidder's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the bidder's total price.

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 when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

Small Business Name & Address	Status if Small Business is also:	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
DMBE Certificate #	Women (W) Minority (M)				
Totals \$					