

INVITATION FOR BID

Issue Date: October 26, 2011 **IFB#11-1026**
Commodity Code: 96872
Title: Snow Removal Services for Culpeper, Locust Grove & Fredericksburg locations
Issuing Agency: Commonwealth of Virginia
Germanna Community College
Purchasing Office
2130 Germanna Highway
Locust Grove, VA 22508

Period of Contract: Upon Award through October 31, 2013 (with the option to renew for three (3) additional one year periods).

Sealed Bids will be received until: November 21, 2011, 2:00 p.m., for furnishing the services described herein and then opened publicly

All Inquiries for Information should be directed to: Terri Givler 540-423-9881

IF BIDS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: Germanna Community College 2130 Germanna Highway, Locust Grove, VA 22508 Room 105

In Compliance with this Invitation for Bid (IFB) and to all the conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm: _____ Date: _____

By: _____
_____ Zip Code: _____ Signature in Ink
_____ Name Printed or Typed
eVA Vendor ID or DUNS # _____ Title: _____
FEIN # _____ TEL# _____
Email: _____ FAX# _____

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

INSPECTION OF WORK SITE IS REQUIRED PRIOR TO BID SUBMISSION. [Refer to Section X 6.]

Optional - PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference and site visit will be held Wednesday, November 9, 2011 @ 10:00 am starting in Culpeper and ending in Fredericksburg. Bidders can opt to go to all sites or just go to the sites that they want to bid on (see section V on page 6 for times and locations)

BIDDER RESTRICTION / QUALIFICATION: This solicitation is designated for Certified Small Business participation only. Certified small businesses are those businesses that hold current certifications from the Virginia Department of Minority business Enterprises. <http://www.dmbv.virginia.gov>

Solicitation responses from non-DMBE certified small businesses will be rejected

TABLE OF CONTENTS

IFB # 11-1026

I. Purpose	3
II. General Requirements	3
III. Specifications/Contract Requirements	4
IV. Priorities	6
V. Pre-Bid Conference	6
VI. Bid Pricing Schedule	7
VII. Method for Payment and Invoicing	8
VIII. Bidders Instructions	8
IX. General Terms and Conditions	9
X. Special Terms and Conditions	15
Attachments:	
A Vendor Data Sheet	17
B Equipment Form	18
C Contact Information Sheet	19
D State Corporation Form	20
E Maps of Locations	21

I. PURPOSE:

The intent and purpose of this Invitation for Bid (IFB) is to establish a contract with one or more qualified contractors that can provide snow removal services for Germanna Community College, an agency of the Commonwealth of Virginia, for the following three (3) locations:

Daniel Technology Center
18121 Technology Drive
Culpeper, VA 22701

Locust Grove Campus
2130 Germanna Highway
Locust Grove, VA 22508

Fredericksburg Area Campus
10000 Germanna Point Drive
Fredericksburg, VA 22408

II. GENERAL REQUIREMENTS:

- A. The Contractor shall perform its operations with sufficient frequency so that, at all times, the Contractor's work is in compliance with all requirements and specifications of the contract, consistently providing a safe means of vehicular and pedestrian passage at the work site.
- B. College Representative:
1. The College Representative shall be the "Facilities Manager". During the absence of the Facilities Manager, the "Maintenance Supervisor" shall act as the College Representative.
 2. Other college personnel may be designated by the College Representative to assist in the administration of this contract. The Contractor shall be supplied with the name and title of the College personnel having authority to act for the College in matters pertaining to this contract or otherwise to interface with the Contractor's agent and its personnel.
- C. Contractor's Agent:
1. The Contractor shall have a designated representative (foreperson) at the site at all times while the Contractor's operations are in progress. The designated representative should speak and understand the English language fluently. The designated representative shall have at least two (2) years of commercial snow removal experience. The contractor shall provide a minimum of (2) two telephone numbers (one being a cell number) to insure timely contact.

2. It is expected that the designated representative report to the College Representative or designee daily when work is being performed under this contract.
3. The Contractor's Agent shall be thoroughly familiar with the contract and have the authority to make daily decisions for the Contractor in its absence.

D. Responsibility for Losses:

1. The College will not be responsible for loss or damage of the Contractor's supplies, tools, and/or equipment.
2. The Contractor shall provide proper identification and security for such items at its own expense.
3. No equipment will be stored on site, without prior approval from the Owner's Representative.
4. The Contractor shall provide an insurance certificate at the time of contract award. The Insurance certificate must meet at least the minimum requirements listed in the General Terms and Conditions T. and list Germanna Community College as an additional insured.

E. Reporting and Delivery Requirements:

1. Contractor personnel shall behave in a professional manner at all times while on College property. They shall dress in a neat manner. Use of abusive language, harassing employees, students, or visitors, etc. is prohibited and will be considered grounds for dismissal and cancellation of contract.
2. Use of interior facilities is strictly prohibited, except as arranged in advance with the College Representative. Smoking inside buildings is prohibited.

F. The Contractor shall be responsive in returning to correct deficiencies immediately upon receiving a request from the College Representative. The Contractor shall take care not to disturb property owners adjacent to the work site(s).

G. The Contractor shall exercise caution at all times to ensure the safety of persons and property. Safety provisions and all applicable laws and ordinances shall be strictly observed.

III. SPECIFICATIONS/CONTRACT REQUIREMENTS:

The Contractor(s) shall furnish all labor, supervision and equipment necessary to provide snow removal services in accordance with the terms and conditions described herein.

- A. The Contractor is to arrive on campus to begin clearing lots within two (2) hours after receipt of notification from the College. Contractor shall provide a phone number where they can be reached 24/7 in the event of inclement weather. Response may be required any day of the week, including weekends. Most plowing will be performed during the early morning hours. The rate cited in this bid shall be applicable for all work. No allowances shall be made in the rate paid for weekend or overtime work.
- B. The Contractor shall provide sufficient qualified personnel and equipment in order that the work sites shall be cleared of snow as soon as practicable and maintained continuously until the end of the snow/ice event.
- C. The Contractor shall visit the work site and become thoroughly familiar with the work areas prior to undertaking snow removal. The Contractor shall then train and instruct his employees to avoid striking manholes, junction boxes and other such covers, curbs, gutters, etc., or from straying pavement into lawns, plant beds, etc. The Contractor shall be responsible for the expense of correcting damages to property resulting from snow removal, and equipment deficiencies. Correction of damages should be done as soon as possible.
- D. The Contractor shall be responsible for furnishing, maintaining and transporting all necessary equipment, and fuel for snow removal services. All equipment shall be maintained in good working order to prevent unplanned downtime or property damage during snow removal. The College reserves the right to evaluate the appropriateness of the equipment listed on the Snow Removal Equipment List (Attachment C), and reject those pieces from use that are deemed unsuitable.
- E. The Contractor shall remove snow from all designated pavement, including roads, parking lots. All snow/ice shall be pushed to the far end of the lots. Snow/ice **cannot** be pushed into the bio retention planning areas (ditches where trees and shrubs are). All snow shall be removed completely and cleared in a manner that will not create a flow of water from melting run-off that might freeze, creating icy conditions or interfere with visibility of pedestrian or vehicular traffic. Snow shall be cleared from pavement by use of plow trucks and tractors with blades. All snow shall be removed and cleared in a manner that does not block drop inlets, drains, hydrants or dumpster access. Snow shall be dispersed in a manner that shall not block egress through driveways, parking lots, sidewalks and steps. **Extreme care shall be taken to avoid covering or damaging plants and shrubs with snow.**
- F. The Contractor shall be responsible for all designated sidewalks at the Daniel Technology Center in Culpeper. The College will be responsible for sidewalks at the Locust Grove Campus and the Fredericksburg Area Campus. The College will furnish all ice/snow melting chemicals needed for snow and ice management for the Daniel Technology Center.

IV. PRIORITIES:

Daniel Technology Center snow removal services:

- A. Priority I: The road and Parking lot designated as A on attachment E (Technology Drive from McDevitt Drive is state maintained). All Priority I Level responsibilities shall be maintained continuously from the time of request of service until the end of the snow/ice event. Parking lot shall be open for traffic no later than 7:00 am 7 days a week.
- B. Priority II: Parking lot B. Priority II Level responsibilities shall be cleared as requested by the College.

Locust Grove Campus snow removal services:

- A. Priority I: The road and Parking lot designated as A on attachment E. Priority I Level responsibilities shall be maintained continuously from the time of request of service until the end of the snow/ice event. Parking lot shall be open for traffic no later than 7:00 am 7 days a week.

Fredericksburg Area Campus snow removal services:

- A. Priority I: Parking lot designated as A on attachment E. Priority I Level responsibilities shall be maintained continuously from the time of request of service until the end of the snow/ice event. Parking lot shall be open for traffic no later than 7:00 am 7 days a week.
- B. Priority II: Parking lot B, C. Priority II Level responsibilities shall be cleared as requested by the College.

V. OPTIONAL PRE-BID CONFERENCE:

An optional pre-bid conference and site visit to each location will start at the Culpeper Technology Center at 10:00 am on Wednesday, November 9, 2011 in the conference room #118. There will be a site visit immediately following at the Locust Grove Campus starting at 11:30 am. The site visit at the Fredericksburg Campus will start at 1:30 pm. Bidders have the option of going to all locations or just one or two of the sites that they want to bid on. We will meet in the lobby at Locust Grove and Fredericksburg at the times listed above.

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.

VI. BID PRICING SCHEDULE:

Hours are just an estimate for bidding purpose only. Actual hours will vary depending on the number of snow events.

Germanna Community College will make the award(s) on a lot basis to the lowest responsive and responsible bidder(s). Bidders have the option of bidding on all three lots or only one or two lots.

Lot # 1 - Daniel Technology Center (DCT)

Plow Truck w/ Operator	50 hours @ \$ _____	=	\$ _____
Tractor w/ Blade to include Operator	50 hours @ \$ _____	=	\$ _____
Sidewalk Snow/Ice Removal	50 hours @ \$ _____	=	\$ _____
Total:			\$ _____

Lot # 2 - Locust Grove Campus (LGC)

Plow Truck w/ Operator	50 hours @ \$ _____	=	\$ _____
Tractor w/ Blade to include Operator	50 hours @ \$ _____	=	\$ _____
Total:			\$ _____

Lot # 3 - Fredericksburg Campus (FAC)

Plow Truck w/ Operator	50 hours @ \$ _____	=	\$ _____
Tractor w/ Blade to include Operator	50 hours @ \$ _____	=	\$ _____
Total:			\$ _____

The Bidder agrees to provide the services in compliance with the Scope of Work and Terms and Conditions contained herein. Travel time shall not be considered as a rate and should be included in the hourly price.

IX. 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.eva.virginia.gov under “Vendors Manual” on the “Vendor” tab.
- 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 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, 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 entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in 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 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.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- 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 equivalent 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 equivalent 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 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 coverages 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.)
- 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.state.va.us) 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 or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- 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/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer 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.

X. SPECIAL TERMS AND CONDITIONS:

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.
2. **AWARD:** The Commonwealth will make the award(s) on a lot basis to the lowest responsive and responsible bidder(s). The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
3. **BID PRICES:** Bids shall be in the form of firm hourly charges for each piece of equipment to include operator.
 - a. The hourly equipment rates specified by the Bidder shall include the operator, profit and all such direct and indirect overhead costs as transportation, general and administrative cost, fuel and maintenance of vehicles.
 - b. Labor hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, materials acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly, but is overhead and must be included in the hourly rates bid for basic labor. When estimates of cost are requested, these are not to be charged directly, but must be included in the basic labor rate bid amounts as overhead. For the purpose of this contract, there shall be no overtime rates.
4. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 10 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACTOR DATA SHEET:** The bidder shall complete the Vendor Data Sheet (Attachment A), being sure to include 4 (four) recent references for whom the bidder has done a similar job of comparable size.
6. **INSPECTION OF JOB SITE BY BIDDER:** My signature on this solicitation constitutes that I have inspected the job site(s) and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site(s), will not be considered by the College.
7. **LATE BIDS:** To be considered for selection, bids must be received in the issuing office by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the issuing office. Bids received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The College is not responsible for delays in the delivery of mail by the U.S. Postal Service, private Couriers, or the intra departmental College mail system. It is the sole responsibility of the Bidder to insure that its bid reaches the issuing office by the designated date and hour.
8. **RENEWAL OF CONTRACT:** This contract may be renewed by the College for three (3) successive one year periods under the terms and conditions stated herein. Such written notice shall be given approximately 60 days prior to the expiration date of each contract period.

9. WORK SITE DAMAGES: Any damage, including damage to utilities, equipment, finished surfaces, curb, pavement, drainage, shrubs, mail boxes or any other state property resulting from the performance of this contract shall be repaired to the College's satisfaction at the Contractor's expense.

ATTACHMENT A
VENDOR DATA SHEET

NOTE: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

Qualification: The vendor must have the capability and capacity in all respects to satisfy all of the contractual requirements.

1. Vendor's Primary Contact: Name: _____ Phone: _____

2. Years in Business: Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months

3. Vendor Information:
FEIN Number: _____ If Company, Corporation, or Partnership
Social Security Number: _____ If Individual

4. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Date of Service: _____ Phone: (____) _____
Project: _____
\$ Value: _____

 - B. Company: _____ Contact: _____
Date of Service: _____ Phone: (____) _____
Project: _____
\$ Value: _____

 - C. Company: _____ Contact: _____
Date of Service: _____ Phone: (____) _____
Project: _____
\$ Value: _____

 - D. Company: _____ Contact: _____
Date of Service: _____ Phone: (____) _____
Project: _____
\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT C

CONTACT INFORMATION AND TELEPHONE NUMBERS

1.) PRIMARY CONTACT:

Contact Person's Name: _____

Cellular Telephone Number: _____

Pager Number: _____

Normal Work Hours – Telephone Number: _____

After Work Hours – Telephone Number: _____

2.) SECONDARY CONTACT (*if applicable*):

Contact Person's Name: _____

Cellular Telephone Number: _____

Pager Number: _____

Normal Work Hours – Telephone Number: _____

After Work Hours – Telephone Number: _____

Attachment D

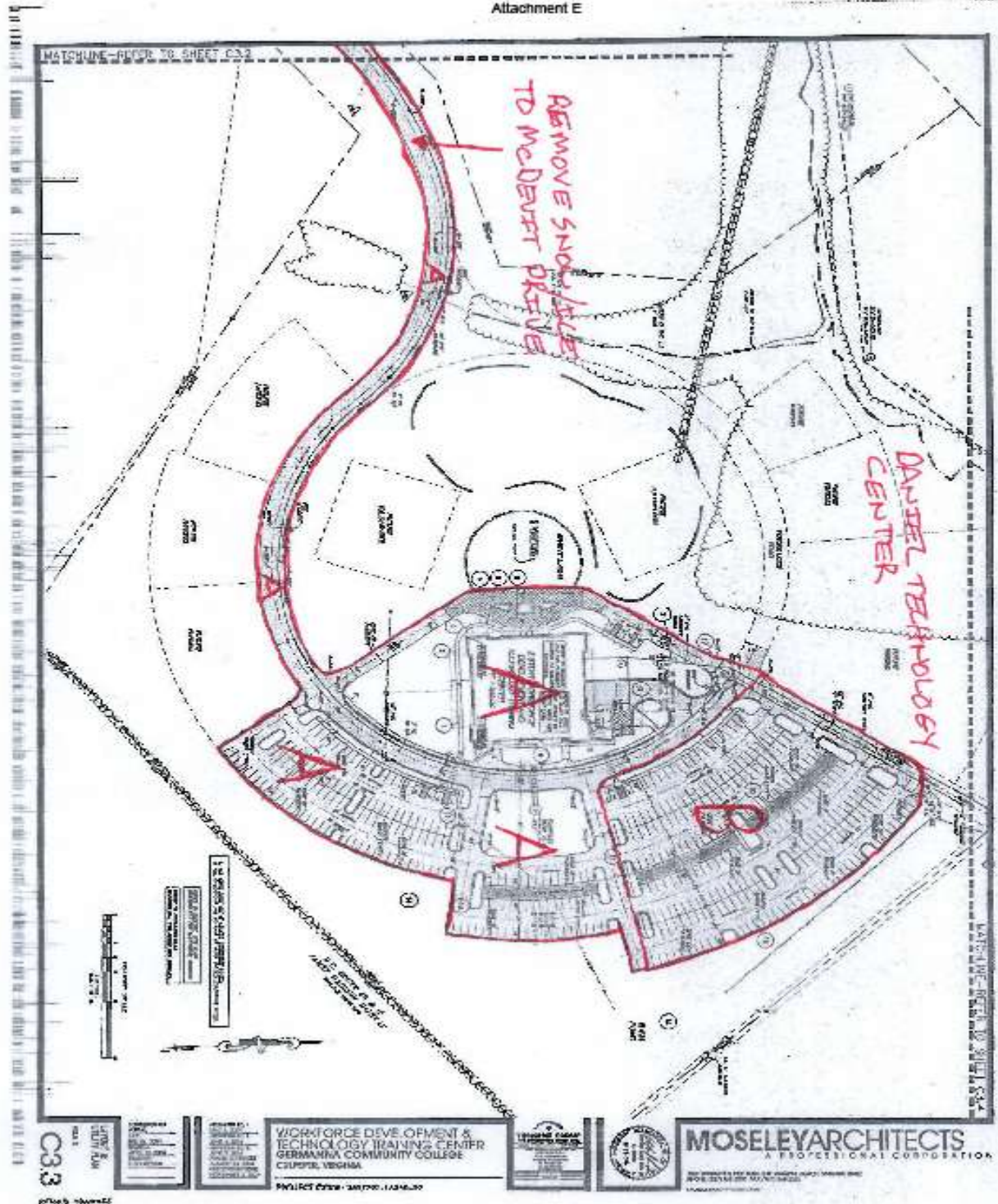
**State Corporation Commission Form
Virginia State Corporation Commission (SCC) registration information**

The offeror:

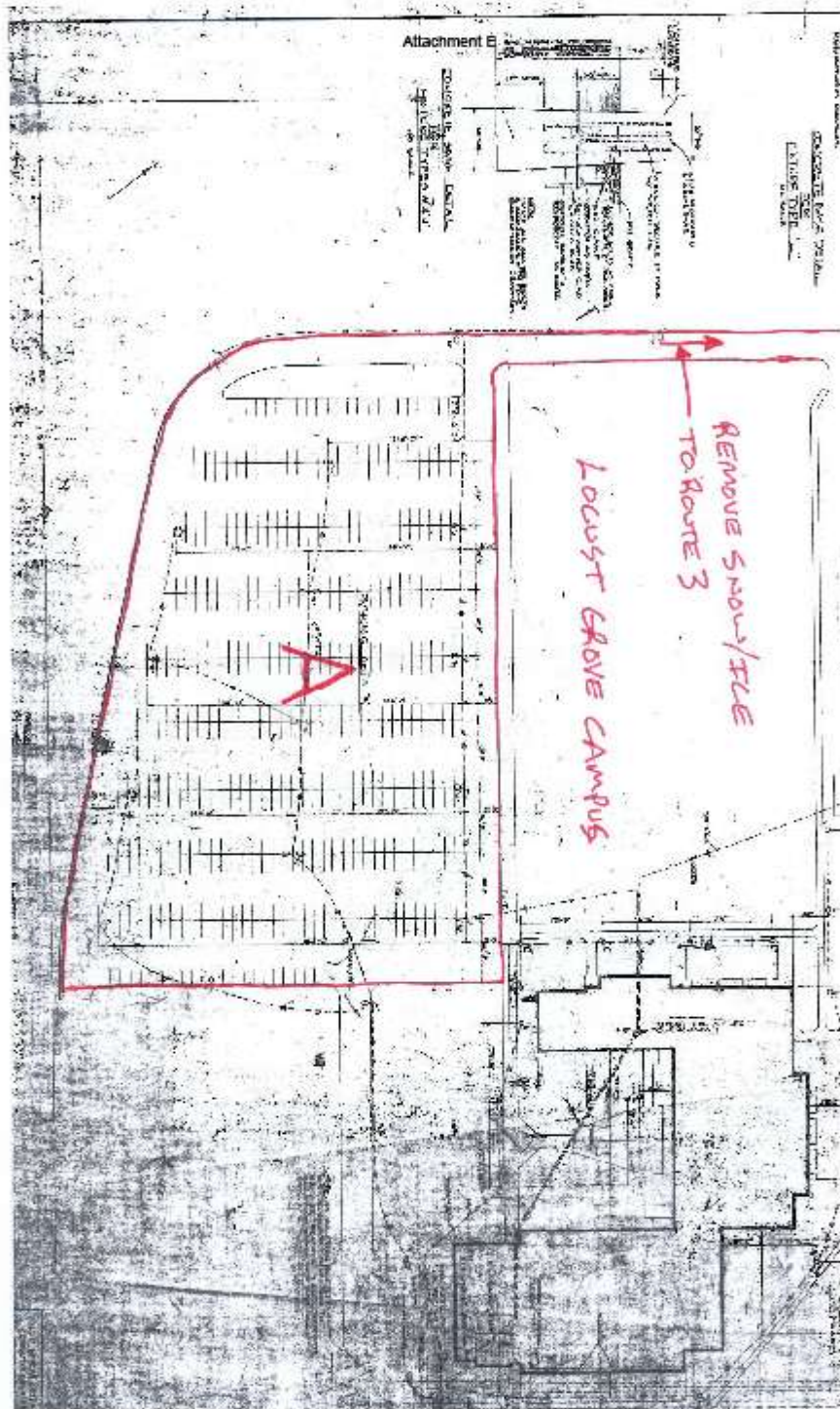
- is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
 is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
 is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidders out-of-state location) **-OR-**
 is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidders current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Attachment E



Attachment E



Attachment E

