



INVITATION FOR BIDS
Combined 2-STEP - Technical Proposal
(IFB)
IFB# 156-910130-12-RLM

Issue Date: **March 15, 2012**

Title: **ELEVATOR, Preventive Maintenance and Repair Services**

Commodity Code: **91013**

Issuing Agency: **Commonwealth of Virginia**
Department of State Police
P.O. Box 27472
Richmond, Virginia 23261-7472
ATTN:Roderick L. McAllister, VCO, VCCO
P&F Contracts Officer/Rm # 337.

Using Agency And/Or Location: **Same as issuing agency**

Where Work Will Be Performed: **Various Locations, Virginia** (see attached list of locations)

Period of Contract: **From May 1, 2012 through April 30, 2013 with possible four (4) one year renewals** upon mutual agreement between VSP + Contractor. Multiple Contracts may result at the discretion of the Owner based on price and service.

Combined Two-Step Competitive Sealed Bidding: The firms who respond to this solicitation are to furnish their un-priced technical proposals in one sealed envelope and their bid prices in a second sealed envelope at the same time. The responses are to be submitted in two separate sealed envelopes - one marked "Technical Proposal" and the other "Bid Price." The bidders are instructed to identify both the technical proposal and pricing envelope with the bidder's name, company name and address, and bid reference number. The technical proposals are opened and evaluated, then, only the price envelopes for those technical proposals selected as acceptable are opened. The award is made to the lowest responsive and responsible bidder. The award document will incorporate by reference the terms and conditions of the solicitation and include the contractor's technical proposal and the bid price. The envelopes containing the bid price for those proposals determined to be not acceptable will be returned unopened.



Sealed Bids Will Be Received Until: **April 17, 2012 at 2:00 PM/EDT** for Furnishing The Services Described Herein And Then Opened In Public:**April 18, 2012 at 2:00-PM/EDT.**

All Inquiries For Information Should Be Directed To: Roderick McAllister, in writing, **not later than April 04, 2012.** Please fax questions to (804) 674-2447 (use black ink on the attached **Pre-Bid Form**). Question/s will be answered as an addendum and posted on the eVA VBO no later than **April 10, 2012.** The provided **Pre-Bid Form** with question, may also be e-mailed to:roderick.mcallister@vsp.virginia.gov

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: Department of State Police, 7700 Midlothian Turnpike, Richmond, Virginia 23235/Main Visitor Entrance Lobby and directly to the BID/Contracts Officer or his designee not-later-than **April 17, 2012 at 2:00 PM/EDT** and as determined by the BID/Contracts Officer. **FAXed Bids will not be accepted.** Late Bids will be rejected. If Bidder uses "UPS/FED-Ex" services to deliver their Bid...Please note that delivery times by these services vary and are not guaranteed to deliver your BID to the time and place as stated in this IFB.

If bids are delivered by courier they shall be received by the bid officer, Roderick McAllister, VCO, VCCO or his designee at the Virginia State Police Main Visitor Entrance Lobby at 7700 Midlothian Turnpike, Richmond, Virginia 23235 on the day and time as stated in this IFB. Any bids delivered elsewhere in the building/campus and not present in the Main Visitor Entrance Lobby at 7700 Midlothian Turnpike, Richmond, Virginia 23235, with the bid officer at the specified time and date due, will not be considered.

Bids or Proposals Envelope shall be addressed as follows:

ELEVATOR BID DOCUMENTS/TIME SENSITIVE
Attn: Roderick L. McAllister, VCO, VCCO
P & F Room # 337
Virginia State Police Headquarters
7700 Midlothian Turnpike
Richmond, Va. 23235

Mandatory Pre-Bid Conference: A Mandatory Pre-Bid Conference will be conducted at Virginia State Police Headquarters, Old Building Conference Room, 7700 Midlothian Turnpike, Richmond, Virginia 23235 on **March 27, 2012, @ 11:00 AM/EDT.**

Attendance at this meeting is a pre-requisite for submitting a BID.



In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Section VII, Pricing Schedule.

* Virginia Contractor License No. _____

Class: _____ Specialty Codes: _____

Name and address of

Firm: _____

_____ Zip

Code: _____

Name: _____

(Please Print)

Title: _____

By: _____ Date: _____

(Signature in Ink)

eVA Vendor ID or DUNS#: _____/SSC # _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-mail Address: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 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.



TABLE OF CONTENTS FOR IFB # 156-9120000-010-RM

- I. PURPOSE
- II. SCOPE OF WORK/DESCRIPTION OF ITEMS
(SPECIFICATIONS)
- III. PREBID CONFERENCE/AWARD Clause
- IV. GENERAL TERMS AND CONDITIONS
- V. ADDITIONAL TERMS AND CONDITIONS

Attachment - A = Contractor Data Sheet

Attachment - B = Pricing/BID Sheet

Attachment - C = SSC -Data Sheet

Attachment - D = Pre-Bid Question Form

Attachment - E = Division Offices Locations



I. PURPOSE: The Purpose of this IFB is to enter into one or more Term Contracts for: Annual Inspection + Certification, Regular Inspections, Maintenance, Repair, Replacement of existing Elevator equipment and controls in buildings managed or maintained by the Virginia State Police.

II. SCOPE OF WORK: This IFB shall address services for this work and materials required to complete the work.

SERVICES:

A. Identify and Catalog (per bldg.-per location) installed Elevator Systems/Unit Equipment

including but not limited to: General Condition of Elevator/UNIT (non-operational, poor, serviceable, good), Make, Model, Age/Date of Manufacture, Ratings, Size/Capacity, of each System/Unit at each of the following Virginia State Police Facilities: Virginia State Police Headquarters, 7700 Midlothian Turnpike, Richmond, Virginia (all facilities equipped with elevator service) & Seven Division Office Locations (see attachment – E for listed VSP Locations). A windows based report containing the above information and presented in digital format and two 'hard copies' in a three ring binder with tabs indicating each location/site of the equipment must be generated. This portion of the work must be completed within 30-days of Award of Contract and submitted to the Virginia State Police, Director of Buildings & Grounds or his/her designee.

B. MINIMUM REQUIREMENTS FOR EQUIPMENT PREVENTIVE MAINTENANCE:

To include but not limited to the following:

- [Annual Certification Inspection and Reporting/Documentation]
- Make regular and systematic equipment inspections; (I/A/W Manufacturer Recommendation)
 - Make regular and systematic equipment operational checks;
 - Make all necessary adjustments to equipment to ensure proper operation;
 - Make all necessary Minor repairs to equipment to insure proper operation; [Major Equipment Component/Parts Repairs and Replacements must be submitted to Owner in the form of an "ESTMATE/PROPOSAL" prior to commencing work for approval based on need and availability of funding]
 - Perform all necessary lubricating and cleaning including furnishing of lubricants and cleaning materials each visit;
 - Provide & Install any hydraulic oil filters as recommended by manufacturer;

The Contractor shall provide technicians and supervisory personnel that have a minimum of 5 years experience in ELEVATOR installation, repair and maintenance. The technician and supervisory personnel shall only perform service on the equipment that their experience is on. An Elevator technician shall not work on any Elevator unless that technician has 5 years experience working on that Make of Elevator and is 'certified' by the Manufacturer to work on that specific Make of Elevator. For example, if the technician is working on an Elevator, they shall have been trained in performing work on that Make of Elevator; shall present or make available the 'product training certification' if requested by the Owner.



Contractors responding to this IFB shall have been in business under the same name for the past five years as that responding to this IFB. For example if your company name is Joe's Crab House today, then it had to be Joe's Crab House for the past consecutive 5 years.

The Contractor shall comply with all applicable manufacturer's recommendations/ codes, pertaining to *Standard Practice for Inspection and Maintenance of Commercial Elevator Systems*.

Protection and preventive maintenance and service shall include regular, systematic maintenance and inspections monthly, followed by written detailed reports directed to the VSP Building Manager.

The Contractor shall provide annual service on all equipment and all controls associated with the equipment including pneumatic, hydraulic, electronic and computerized systems I/A/W Manufacturer's Recommendations.

The Contractor shall systematically examine, adjust, calibrate, and clean all controls, pressure controls, valves, relays, and accessories directly pertaining to the control systems.

Problems and deficiencies observed by the Contractor, such as leaking valve packing and other equipment- related occurrences shall immediately be reported to the Building Manager on duty verbally and by inclusion in a written report that includes a detailed proposal/estimate indicating proposed work and cost.

The Contractor shall maintain the entire system as specified and shall provide all labor and allocated material necessary to keep the equipment adjusted for proper, efficient operation at all times. The Contractor will keep in a log of equipment that has been serviced including dates, times and adjustments made for each piece of equipment at it's respective location.

Emergency Service

The Contractor shall be available to provide emergency services 24 hours a day, 365 days a year. The Contractor shall respond to any and all emergency service requests from the VSP Building Manager within four (4) hours of the request.

Equipment Shutdown

The Contractor will not shut down any equipment unless permission is obtained from VSP Owner's Building Management personnel for that designated location in the building.

Preventative Maintenance Schedule

A preventive maintenance schedule covering all items, will be prepared by the Contractor and submitted to the VSP Building Manager for review and approval prior to the start of the contract. The program is to be generated and usable as a Windows based system. Periodic service will be recorded and printed out quarterly at a minimum and as required, to track service needs and determine service frequency requirements for all equipment.

Replacement Components

Component replacement and corrective maintenance of the systems shall be made with the most current factory enhanced hardware and software to maintain the highest level of performance and reliability available. All replacement parts shall be factory authorized parts and bought from a factory authorized vendor. A detailed estimate of work and cost will be provided the Owner for approval prior to commencement of work.



SUBMITTALS: Tabulate Responses in each envelope.

Technical Proposal Envelope: (Basis of Technical Evaluation)

NOTE- *Each Prospective Bidder shall provide the following: (Failure to provide the requested information is grounds for determining your technical proposal incomplete and could result in your bid prices not being opened)*

- Contractor statement on warranty of parts;
- Contractor statement on manufacturer's warranty;
- Contractors program for sub contracting where applicable;
- Contractors emergency response program to equipment shut downs;
- Contractor program for rebuilding equipment;
- Contractor material discounts for replacement equipment (% based on cost);
- Copy of Contractors license;
- Copy of Contractors workers compensation insurance certificate;
- Copy of Contractors W-9 Tax Form;
- SSC Form; (Must be included whether it is 'completed' or not)
- Recommendations: List of at least three (3-ea.) clients with contact information, that similar services have been rendered by your Company, for a minimum of two years;
- List of "Manufacturers" of Elevator Equipment, that your Company presently Services;
- Company Location/s that will provide 'SERVICES' under this Contract;
- Provide proposed Inspection and preventive maintenance schedule;

Bid Pricing Schedule - Proposal Envelope: (BID/PROPOSAL EVALUATION)

NOTE- *A minimum of five (5-ea.) Bids (One BID for each Location) must be submitted by each BIDDER under this solicitation and contained in one BID Pricing/Proposal Envelope.*

- Schedule of Shop, Supervision/Labor/Equipment Hourly costs (Normal Hours- 8:00 AM - 5:00 PM Monday thru Friday); \$\$\$ /hr.
- Schedule of Shop, Supervision/Labor/Equipment Hourly costs (Emergency/After Normal Hours- including Week-ends and VSP published Holidays); \$\$\$ /hr.
- All costs associated with providing [SERVICES – A. / Identify and catalog (per bldg.-per location) installed Elevator Systems/Unit Equipment;] Lump SUM \$\$\$.
- All costs associated with providing [SERVICES – B./ MINIMUM REQUIREMENTS FOR EQUIPMENT PREVENTIVE MAINTENANCE:] Lump SUM \$\$\$. (incl. all inspections)



III. PRE-BID CONFERENCE: A Mandatory Pre-Bid Conference will be conducted at Virginia State Police Headquarters, Old Building Conference Room, 7700 Midlothian Turnpike, Richmond, Virginia 23235 on **March 27, 2012, @ 11:00 AM/EDT.**

Payment: In accordance with the Code of Virginia + Purchase Order

Contract Award: To Lowest Responsive and Responsible Bidder- "GRAND TOTAL"

**Single Award Contract or Multiple Awards/
Contracts may be made based on location,
services and costs for each location and at
the discretion of the "OWNER". The
Contractor/Vendor must BID ALL Locations.
A minimum of five (5-ea.) BIDS (one BID for
each location) must be submitted by each
Contractor/Vendor under this solicitation.
BIDDERS that submit less than five (5 ea.)
BIDS may be disqualified.
*BID BONDS are not required on this solicitation.***

SECTION IV

REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

A.	VENDORS MANUAL	B-2
B.	APPLICABLE LAWS AND COURTS	B-2
C.	ANTI-DISCRIMINATION	B-2
D.	ETHICS IN PUBLIC CONTRACTING	B-3
E.	IMMIGRATION REFORM AND CONTROL ACT OF 1986	B-3
F.	DEBARMENT STATUS	B-3
G.	ANTITRUST	B-3
H.	MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS	B-3
I.	CLARIFICATION OF TERMS	B-4
J.	PAYMENT	B-4
K.	PRECEDENCE OF TERMS	B-5
L.	QUALIFICATIONS OF BIDDERS OR OFFERORS	B-5
M.	TESTING AND INSPECTION	B-5
N.	ASSIGNMENT OF CONTRACT	B-5
O.	CHANGES TO THE CONTRACT	B-5
P.	DEFAULT	B-6
Q.	TAXES	B-6
R.	USE OF BRAND NAMES	B-6
S.	TRANSPORTATION AND PACKAGING	B-6
T.	INSURANCE	B-6
U.	ANNOUNCEMENT OF AWARD	B-7
V.	DRUG-FREE WORKPLACE	B-7
W.	NONDISCRIMINATION OF CONTRACTORS	B-8
X.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	B-8
Y.	AVAILABILITY OF FUNDS	B-8
Z.	SET-ASIDES	B-8
AA.	BID PRICE CURRENCY	B-9
BB.	AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH	B-9

These General Terms and Conditions are required for use in written solicitations issued by state agencies for procurements that are subject to this manual unless changed, deleted or revised by the legal advisor to your agency. You should edit the wording to fit the type of solicitation (IFB or RFP) by either deleting or lining out the inappropriate words in all parenthesis. For service contracts clauses, Q, R, and S are normally not applicable and may be omitted. For goods contracts, omit clause T.

- 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 vendors 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/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made

to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By 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/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

1. (For Invitation For Bids): 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/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to in substantial 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/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an

increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

NOTE: Paragraphs R. and S. left out intentionally.

e

- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain 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 <u>Code of Virginia</u> .)		
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

*** When Used: FOR CONSTRUCTION, SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED - Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. The Department of Treasury, Division of Risk Management (804-786-3152) should be contacted when other types of coverage may be required or when in doubt as to the need for other limits. When soliciting one of the Professions/Services listed above include the Professional Liability/Errors and Omissions coverage and limits as shown. When not soliciting one of these Professions/Services, omit the required coverages section from the General Terms and Conditions boilerplate.**

PIM 98-029

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful

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

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: 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: 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.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- 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 thru June 30, 2011, 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.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 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 specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, 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.

PJM 98-029

- 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.

SECTION V

ADDITIONAL TERMS AND CONDITIONS FOR NON-CAPITAL OUTLAY CONSTRUCTION PROJECTS

State agencies and Institutions use the following Additional Terms and Conditions in all solicitations for non-capital outlay projects that involve building, altering, repairing, improving or demolishing any structure, building or paving project (other than highways), and any draining, dredging, excavation, grading or similar work upon real property which do not require the use of capital outlay procedures. These Additional Terms and Conditions shall be included in the IFB in addition to those listed in Appendix B, Section I. The *Virginia Public Procurement Act (VPPA)* requires the use of competitive sealed bidding for construction projects unless the use of competitive negotiation can be justified under the provisions of § 2.2-4303D of the *Code of Virginia*.

1. DEFINITIONS	B-30
2. CONTRACT DOCUMENTS	B-32
3. LAWS AND REGULATIONS	B-32
4. PREPARATION AND SUBMISSION OF BIDS	B-32
5. WITHDRAWAL OR MODIFICATION OF BIDS	B-32
6. RECEIPT AND OPENING OF BIDS	B-33
7. ERRORS IN BIDS	B-33
8. SUBCONTRACTS	B-33
9. SEPARATE CONTRACTS	B-33
10. TAXES	B-33
11. PATENTS	B-34
12. INSPECTION	B-34
13. SUPERINTENDENCE BY CONTRACTOR	B-35
14. ACCESS TO WORK	B-35
15. AVAILABILITY OF MATERIALS	B-35
16. CONTRACTOR'S TITLE TO MATERIALS	B-35
17. WARRANTY OF MATERIALS AND WORKMANSHIP	B-35
18. USE OF PREMISES AND REMOVAL OF DEBRIS	B-35
19. PROTECTION OF PERSONS AND PROPERTY	B-36
20. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT	B-37
21. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE	B-37
22. TERMINATION BY OWNER FOR CONVENIENCE	B-38
23. GUARANTEE OF WORK	B-38
24. ASBESTOS	B-39
25. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT	B-39
** NOTE TO STATE AGENCIES AND INSTITUTIONS	B-39

1. **DEFINITIONS:** Whenever used in this solicitation or in the contract documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

- (a) **Agency:** The term, agency, unless otherwise indicated, shall mean the owner.
- (b) **Commonwealth:** The term "Commonwealth" shall mean the owner which is the Commonwealth of Virginia through the governing Body, the Board, the Building Committee or other agent with authority to execute the contract for the institution or agency involved. The Commonwealth's agent is the official with the authority to sign the contract on behalf of the Commonwealth.
- (c) **Construction:** As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities owned or to be acquired by the Commonwealth and any draining, dredging, excavation, grading, or similar work upon real property.
- (d) **Contractor:** The person, firm or corporation with whom the owner has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the contractor.

- (e) **Defective:** An adjective which when modifying the word work, refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the contract documents, or has been damaged prior to final payment.
- (f) **Emergency:** Any unforeseen combination of circumstances or a resulting state that poses imminent danger to health, life, or property.
- (g) **Final Acceptance:** The agency's acceptance of the project from the contractor upon confirmation from the project inspector and the contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.
- (h) **Notice:** All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.
- (i) **Notice to Proceed:** A written notice given by the owner to the contractor fixing the date on which the contract time will commence for the contractor to begin the prosecution of the work in accordance with the requirements of the contract documents.
- (j) **Owner:** The Commonwealth of Virginia, i.e., an agency, institution, or department, with whom the contractor has entered into a contract and for whom the work or services is to be provided.
- (k) **Project Inspector:** One or more individuals employed by the owner to inspect the work and/or to act as clerk of the works to the extent required by the owner. The owner shall notify the contractor in writing of the appointment of such project inspector(s).
- (l) **Provide:** Shall mean furnish and install ready for its intended use.
- (m) **Submittal:** All drawings, diagrams, illustrations, schedules, and other data required by the contract documents which are specifically prepared by or for the contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by the contractor to illustrate material or equipment for some portion of the work.
- (n) **Subcontractor:** An individual, partnership or corporation having a direct contract with contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.
- (o) **Substantial Completion:** The work which is sufficiently complete, in accordance with the contract documents, so that the project can be utilized by the owner for the purposes for which it is intended.
- (p) **Supplier:** A manufacturer, fabricator, distributor, materialman, or vendor who provides material for the project but does not provide on-site labor.
- (q) **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic, or other control systems or water.
- (r) **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

2. **CONTRACT DOCUMENTS:**

- (a) The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the contractor; General Terms and Conditions, these Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- (b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- (c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

3. **LAWS AND REGULATIONS:**

- (a) The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- (b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the “right to work.” The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
- (c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
- (d) Building Permit: Because this is a project of the Commonwealth of Virginia, codes or zoning ordinances of local political subdivisions do not apply. Building permits where required will be obtained and paid for by the owner. This does not include any local license fees, business fees or similar assessments which may be imposed by the appropriate political subdivision.
- (e) The contractor, if not licensed as an asbestos abatement contractor or a RFS contractor in accordance with § 54.1-514, *Code of Virginia*, shall have all asbestos related work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the work required.

4. **PREPARATION AND SUBMISSION OF BIDS:** Bids must give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word “President,” “Secretary,” “Agent” or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by the Commonwealth, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

5. **WITHDRAWAL OR MODIFICATION OF BIDS:** Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on the bid form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

6. **RECEIPT AND OPENING OF BIDS:**

- (a) It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.
- (b) Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.
- (c) The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of bids received.

7. **ERRORS IN BIDS:** Errors in bids will be handled in accordance with section 5.13 of the *Vendors Manual*.

8. **SUBCONTRACTS:**

- (a) The contractor shall as soon as practicable after the signing of the contract, notify the owner in writing of the names of subcontractors proposed for the principal parts of the work. The contractor shall not employ any subcontractor that the owner may, within a reasonable time, object to as unsuitable. The owner will not direct the contractor to contract with any particular subcontractor unless provided in the specifications or bid form.
- (b) The owner shall, on request, furnish to any subcontractor, if practicable, the amounts of payments made to the contractor, the Schedule of Values and Requests for Payment submitted by the contractor, and any other documentation submitted by the contractor which would tend to show what amounts are due and payable by the contractor to the subcontractor.
- (c) The contractor agrees that he is as fully responsible to the owner for the acts and omissions of his subcontractors, suppliers, and invitee upon the site of the project and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

9. **SEPARATE CONTRACTS:**

- (a) The owner reserves the right to let other contracts in connection with this project, the work under which may proceed simultaneously with the execution of this contract. The contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The contractor shall cooperate with them and shall take all reasonable action to coordinate his work with theirs. If the owner has listed other separate contracts in the Invitation for Bids which it expects to proceed simultaneously with the work of the contractor, and has included the estimated timing of such other contracts in the Invitation for Bids, the contractor shall integrate the schedule of those separate contracts into his scheduling. The contractor shall make every reasonable effort to assist the owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent this contractor from carrying out his work according to the drawings and specifications of this contract, this contractor shall immediately notify the owner upon discovering such conditions.
- (b) If a dispute arises between the contractor and separate contractors as to their responsibility for cleaning up as required by Sections 18(c) and 18(d) of these Additional Terms and Conditions, the owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a contractor disputes the owner's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.

10. **TAXES:** The contractor shall, without additional expense to the owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project. If the State Building Official elects to have the local building official inspect the work as provided by § 36-98.1 of the *Code of Virginia*, the owner will pay the resulting fees to the local building official.

11. **PATENTS:** The contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The contractor shall hold and save the owner, its officers, agents, and employees, harmless from any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the contract, including its use by the owner, unless such invention, process, technique, article, or appliance is specifically named in the specifications or drawings as acceptable for use in carrying out the work. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the owner. The owner may direct that some other invention, process, technique, article, or appliance be used. Should the contractor have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the owner, he shall be responsible for any loss due to the infringement.

12. **INSPECTION:**

- a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.
- b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the owner will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.
- c. Should it be considered necessary or advisable by the owner at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.
- d. The project inspector will recommend to the owner that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.
- e. The project inspector has no authority to and shall not:
 - (1) Authorize deviations from the contract documents;

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

13. **SUPERINTENDENCE BY CONTRACTOR:**

- a. The contractor shall have a competent foreman or superintendent, satisfactory to the owner, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- b. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.
- c. The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

14. **ACCESS TO WORK:** The owner, the owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper facilities for access and inspection.

15. **AVAILABILITY OF MATERIALS:** If material specified in the contract documents is not available on the present market, alternate materials may be proposed by the contractor for approval of the owner.

16. **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 security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

17. **WARRANTY OF MATERIALS AND WORKMANSHIP:**

- a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

18. **USE OF PREMISES AND REMOVAL OF DEBRIS:**

- a. The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;

- (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
 - c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
 - d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
 - e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the *Virginia Erosion and Sediment Control Handbook*, latest edition, and of the contract documents.
 - f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

19. **PROTECTION OF PERSONS AND PROPERTY:**

- a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
- d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by

the contractor on account of any emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.

20. **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT:** If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the contractor or of anyone employed by him, or if the owner should fail to pay to the contractor within thirty (30) days when no dispute exists as to the sum, then the contractor may, upon ten (10) calendar days written notice to the owner, stop work or terminate the contract and recover from the owner payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The owner may offset any claims it may have against the contractor against the amounts due to the contractor. In no event shall termination of the contract by the contractor terminate the obligations of the contractor's surety on its payment and performance bonds.
21. **OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE:**
- a. If the contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the owner may terminate the contract. If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the owner, or otherwise be guilty of a substantial violation of any provision of the contract, then the owner may terminate the contract.
 - b. Prior to termination of the contract, the owner shall give the contractor and his surety ten (10) calendar days written notice, during which the contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the owner within said ten (10) days, the owner may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the owner may postpone the effective date of the termination notice, at his sole discretion, if he should receive reassurances from the contractor and/or its surety that the causes of termination will be remedied in a time and manner which the owner finds acceptable. If at any time more than ten (10) days after the notice of termination, the owner determines that contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the owner may immediately terminate the contract for cause by giving written notice to the contractor and its surety. In no event shall termination for cause terminate the obligations of the contractor's surety on its payment and performance bonds.
 - c. Notice of terminations, whether initial or given after a period of postponement, may be served upon the contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
 - d. Upon termination of the contract, the owner shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the owner, together with any other expenses of terminating the contract and having it completed by others.
 - e. If it should be judicially determined that the owner improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the owner.
 - f. Termination of the contract under this section is without prejudice to any other right or remedy of the owner.

22. **TERMINATION BY OWNER FOR CONVENIENCE:**

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive a full compensation for termination and assignment the following:
 - (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
- b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

23. **GUARANTEE OF WORK:**

- a. Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the owner.
- b. If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:
 - (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
 - (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
 - (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
- c. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- d. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected and the contractor and his surety shall be liable for all expense incurred.
- e. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
- f. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work under Section 17 of these additional terms and conditions. This paragraph relates only to the specific obligation of

the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.

- g. In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

24. **ASBESTOS:**

- a. This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the work. If the contractor discovers or inadvertently disturbs any material that may contain asbestos that has not been previously identified, that was overlooked during the removal, or which was deemed not to be friable or which was encapsulated, the contractor shall stop work in the area containing the asbestos, secure the area, and notify the owner immediately by telephone or in person with written notice as soon as possible. The owner will have the suspect material sampled.

If the sample is positive and must be disturbed in the course of the work, the owner will have the material repaired or removed and will pay for the bulk sample analysis.

If the material disturbed is not within the contractor's authorized work and/or work area or under this contract, the contractor will pay for all associated sampling and abatement costs.

- b. If asbestos abatement is included as a part of the work, the contractor shall assure that the asbestos abatement work is accomplished by those duly licensed in accordance with the specific requirements of the contract documents.
- c. If asbestos abatement is included as part of the work, the licensed asbestos subcontractor shall, in the insurance required, name the Commonwealth of Virginia and the contractor as additional insured.

'''

ATTACHMENT A: CONTRACTOR DATA SHEET

IFB# 156-910130-12-RLM

1. **QUALIFICATIONS OF BIDDER:** The Bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. The Bidder's signature on the cover of this solicitation indicates that the Bidder certifies such.

2. **YEARS IN BUSINESS:** Number of years in business providing the types of goods/services described in this solicitation _____ Years _____ Months
Year business organized _____

3. **TYPE OF BUSINESS:** Please indicate if your firm is one or more of the following:
 - SMALL BUSINESS INDIVIDUAL BUSINESS
 - WOMAN-OWNED BUSINESS SOLE PROPRIETORSHIP
 - MINORITY-OWNED BUSINESS PARTNERSHIP
 - SHELTERED WORKSHOP CORPORATION

This information is requested for informational purposes only.

4. **REFERENCES:** Bidders shall provide a list of at least 3 references, either state or local government and/or other companies where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

COMPANY NAME AND CONTACT	ADDRESS	PHONE NUMBER	PRODUCT/ SERVICES DELIVERED

Bidder: _____

RETURN OF THIS PAGE IS REQUIRED.

ATTACHMENT B

Pricing Schedule (IFB# 156-910130-12-RLM)

RETURN OF THIS PAGE IS REQUIRED.

Vj g'Dkf f gt'ci tggv'vq'r tqxkf g'vj g'f guetkdgf 'ugt xlegu'kp'eqo r rkcpeg'y kj 'vj g'ueqr g'qh'y qtnlht'vj g'I tcpf "

Bidder: _____

Authorized Signature: _____

Title: _____

Date: _____

Bid Prices:

A./ Identify & Catalog Existing Elevator Equipment: \$ _____

B./ Equipment Preventive Maintenance (Annual): \$ _____

C./ "On Call" + Normal Hourly Technician Rate: 8 hrs. x \$ _____ =
\$ _____

D./ After Normal + Emerg. Hourly Technician Rate: 8 hrs. x \$ _____ =
\$ _____

Grand Total Bid Price: \$ _____

LOCATION: _____

NOTE: Complete one BID FORM for each Location BID.
 Locations: VSPHQ/Richmond; _____, Division-1/Richmond; _____,
 Division-4/Wytheville; _____, Division-5/Chesapeake; _____,
 Division-7/Fairfax; _____.

Return of this Page with BID is Required

ATTACHMENT - C

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

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 bidder 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 bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's 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 bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Attachment – D

Site Locations:

**MIDLOTHIAN
ADMINISTRATIVE
HEADQUARTERS:
(VSPHQ)**

**RICHMOND - PHYSICAL ADDRESS:
7700 MIDLOTHIAN TURNPIKE, RICHMOND,
VA 23235.** 0.8 mile west of Richmond
on U.S. Rt. 60 in Chesterfield Co.
**MAILING ADDRESS: P.O. BOX 27472,
RICHMOND, VA 23261-7472**

Richmond
804-674-2394
FAX 674-2447

DIVISION 'ONE':

**RICHMOND - PHYSICAL ADDRESS:
9300 BROOK RD., GLEN ALLEN, VA
23060.** 3 miles north of Richmond
on U.S. Rt. 1 in Henrico Co., at the
intersection of Connecticut Ave.
**MAILING ADDRESS: 9300 BROOK RD.,
GLEN ALLEN, VA 23060**

Richmond
804-553-3444
FAX 371-3234

DIVISION 'FOUR':

**WYTHEVILLE - PHYSICAL ADDRESS:
1186 EAST LEE HIGHWAY, WYTHEVILLE,
VA 24382.** 2 miles east of Wytheville, I-81
at Exit 77 on north side of Frontage
Rd. F-044, Route 336, in Wythe Co.
**MAILING ADDRESS: 1186 EAST LEE
HIGHWAY, WYTHEVILLE, VA 24382**

Wytheville
276-228-3131

DIVISION 'FIVE':

**CHESAPEAKE - PHYSICAL ADDRESS:
1557 S. MILITARY HIGHWAY,
CHESAPEAKE, VA.** Located on the west
side of Military Highway (U.S. 13), 0.2 mile
north of the intersection of Rt. 13 and
Greenbrier Parkway, Chesapeake.
**MAILING ADDRESS: P.O. BOX 1067,
CHESAPEAKE, VA 23327-1067**

Chesapeake
757-424-6820
FAX 757-424-6732

DIVISION 'SEVEN':

**FAIRFAX - PHYSICAL ADDRESS:
9801 BRADDOCK RD., FAIRFAX, VA.
(Rt. 620 in Fairfax Co.), 3.7 miles west
of Interstate 495 (Beltway) near the main
campus of George Mason University.
MAILING ADDRESS: 9801 BRADDOCK
RD., FAIRFAX, VA 22032**

703-323-4500

Note: Contact 1st. Sergeant at all locations for coordination of site visits. Site visits must be completed prior to April 04, 2012. Bring a copy of this solicitation with you to the site visits and the Pre-Bid Meeting scheduled for March 27, 2012 @ 11:00 AM/EDT at the Old Building Conference Room located at 7700 Midlothian Turnpike, Richmond, Virginia 23235. Attendance at the Pre-Bid Meeting is a prerequisite for submitting a BID.

DGS-30-272
(Rev. 02/01)

PREBID QUESTION FORM
(Use separate Form for each question submitted.)

Date: _____

Project: **Elevator, Preventive Maintenance & Repair Services**
PC# **156-910130-012-RLM**

The following question concerns Drawing Sheet (number) _____:

The following question concerns Specifications Section (number) _____,
page _____, paragraph _____,

All responses to questions will be made by Addendum.

Question submitted by: _____
Name Organization

NOTE: This Form to be used (if required) "AFTER" the Pre-Bid Meeting [March 27, 2012 @ 11:00 AM]

e-mail Form To: roderick.mcallister@vsp.virginia.gov
or FAX to: (804) 674-2447 [call (804) 674-2394 prior to faxing)].