

INVITATION FOR BIDS (IFB)

Issue Date: December 2, 2016
Commodity Code: 91027

IFB#LU214-16-026
Title: Refuse Collection

Issuing Agency: COMMONWEALTH OF VIRGINIA
Longwood University
Materiel Management & Purchasing
201 High Street, Lancaster Hall, Room 207A
Farmville, Virginia 23909

Location Where Work Will Be Performed: Longwood University, Farmville, Virginia

Sealed Bids Will Be Received Until: December 12, 2016 at 2:00 p.m. local time at the address above for furnishing the goods/services described herein and then opened in public and read aloud in Lancaster Hall, Room 223. **Bids shall be date/time stamped upon receipt by the University.**

All Inquiries For Information Should Be Directed To: Cathryn B. Mobley, Associate Vice President for Administration and Finance at fax (434) 395-2246 or email materielmanagement@longwood.edu using ATTACHMENT A – Written Pre-Bid Question Form. **Questions are due by 12:00 noon on December 7, 2016.**

BIDS MUST BE MAILED OR HAND DELIVERED DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. LONGWOOD UNIVERSITY AND/OR FARMVILLE, VA MAY NOT BE A GUARANTEED NEXT DAY DELIVERY BY 2:00 P.M. LOCATION FROM BIDDER'S LOCATION.

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

State Corporation Commission (SCC) ID#: _____ or statement why bidder is not required to have a SCC ID# must be furnished with your bid or it will be found nonresponsive.

eVA Member ☐ Yes ☐ No
eVA Vendor ID#: _____
eVA registration information is on page 16.

Check all that apply: Small Business [☐]
 Minority-Owned [☐] Woman-Owned [☐]
 DSBSD Certificate No. _____
 Expiration Date _____/_____/_____

Contractor shall be a registered eVA vendor by the due date/time for receipt of bids to receive award. Bidder must include cost of eVA transaction fee in their bid.

NAME AND ADDRESS OF FIRM:

_____ Zip _____

E-mail: _____

Telephone: () -
(Toll Free if available)

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Fax: () -
(Toll Free if available)

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Addendums: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website at <http://www.eVA.virginia.gov>, the Longwood University Materiel Management and Purchasing Public Posting Board at Bristow Hall and their website at <http://tkts.longwood.edu/ifbrfp/reviewifb.asp>, click on Bid Number [LU214-16-026](#).

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

If Longwood University is closed for any reason on the date/time specified for receipt of bids, bids will be due at the same time the next business day the University is open. Bidders should check the University's website at <http://www.longwood.edu> or call the main number at 1-434-395-2000 after 6:00 a.m., to see if the University is going to be open or if a delayed opening has been implemented.

NOTE TO BIDDERS: PARKING IS DIFFICULT, PLEASE PLAN TO ARRIVE EARLY. IF YOU REQUIRE ADA ACCOMODATIONS TO DELIVER PROPOSAL, CONTACT THE MATERIEL MANAGEMENT OFFICE AT (434) 395-2093 TWENTY-FOUR (24) HOURS PRIOR TO SOLICITATION CLOSING.

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

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I. PURPOSE:

The intent and purpose of this Invitation for Bids (IFB) is to establish a contract with one (1) qualified firm to furnish all labor, equipment, materials, tools and supervision to remove refuse from (14), 2-yard, front-load, wheeled containers at Curry, Frazer and ARC Residence Halls, Randolph Warehouse, and Communication Studies and Theatre Academic Building; provide and empty (15) 8-yard front load containers, provide and empty (1) 8-yard single stream recycling container, provide and empty (2) 20-yard open top containers, provide and empty (2) 30-yard compactors, provide and empty (2) 30-yard open top containers; and place and empty an estimated (16), 30-yard, open top containers for student move-in and move-out with (4) additional containers staged on campus, and at other times on an as-needed basis, for Longwood University (the University), an agency of the Commonwealth of Virginia.

II. GOVERNING RULES:

This solicitation is issued in accordance with the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ 23-38.88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the “*Governing Rules*”. For complete information visit: http://www.longwood.edu/assets/materielmanagement/Governing_Rules.pdf.

III. BACKGROUND:

At present Curry, Frazer and ARC Residence Halls have trash chutes with a 2-yard, front-load, wheeled containers. Curry has five (5), Frazer has five (5) and ARC has two (2) for a total of twelve (12) 2-yard, front-load, wheeled containers, of which approximately seven (7) are currently being emptied twice a week (Tuesday and Friday). Communication Studies and Theatre has (1) 2-yard front load container and Randolph Warehouse has (1) 2-yard front load container emptied on-call as needed. During Spring move-out and August move-in the University has (16), 30-yard, open-top, roll-off containers placed on campus for student move-out and move-in events that are also emptied on-call as needed on Tuesday and Friday, more frequently if necessary, especially during the busiest days of move-in/out. The University owns all of the 2-yard, front-load, wheeled containers. The University leases two (2) 30-yard self-contained compactors that are emptied two (2) times a week (Tuesday and Friday). The University also leases (2) 30-yard open top containers emptied on-call as needed, (15) 8-yard front-load containers that are emptied up to 3 times a week, and (2) 20-yard open top containers that are emptied once a week. The current landfill fee is \$35 per ton at Prince Edward County Landfill.

IV. SCOPE OF WORK/DESCRIPTION OF ITEMS (SPECIFICATIONS):

The contractor shall furnish all labor, materials, equipment, supervision and tools to contract the refuse removal work for a minimum of two (2) pickups per week (Tuesday and Friday) from the 2-yard, front-load, wheeled containers for disposal at a State approved sanitary landfill (currently Prince Edward County) or any approved recycling facility. The contractor shall provide (15) 8-yard front-load containers with (6) being emptied up to 3 times a week, (4) being emptied up to twice a week, (3) emptied a minimum of once a week, (1) being emptied twice a week from Mid-August thru Mid-December and Mid-January thru Mid-May with actual dates being provided by the Contract Administrator, and (1) being emptied on call as needed. The contractor shall provide and empty (2) 30-yard open top containers, emptied on-call as needed, (2) 20-yard open top containers emptied at least once a week and (1) 8-yard single stream recycling container emptied at least once a week. Contractor shall provide 30-yard, open-top, roll-off containers for student move-out and move-in events, estimated at sixteen (16) in May and August and three (3) for events in December and January, and shall be put in place two (2) business days prior to the move-out/in/event date (click on this link <http://www.longwood.edu/events/calendar/?keywords=&category=Academic+Calendar&view=all> to view the

current Academic Calendar). During August and May, (4) additional open top containers are required to be staged for swap out early morning hours during busy move-in/out days to allow access to the containers prior to vehicle congestion in the area. All containers are required to be clean and nice looking (minimal damage, nice paint) at all times. On an as-needed basis, contractor shall provide 30-yard, open top, roll-off containers for clean up, moving or construction projects. The Contract Administrator will notify Contractor when the 30-yard, open-top, roll-off containers need to be emptied. Contractor shall provide two (2) 30-yard self-contained compactors. The University will provide a concrete pad and be responsible for providing proper power to the compactor. The compactor shall be emptied two (2) times a week (Tuesday and Friday). During busy times, additional empties may be requested, including weekends or holidays. Contractor shall submit copies of landfill/recycling tickets, noting the container location on each ticket, with each month's invoice for all refuse disposed. Longwood University pays Prince Edward County Landfill directly for all refuse disposed of using open top containers.

- A. All refuse removed from the University shall be disposed of in either a State approved sanitary landfill or any approved recycling facility. The Contractor shall provide evidence the landfill has been approved by the Department of Health and/or Department of Waste Management. Currently, all open top containers are emptied at Prince Edward County Landfill.
- B. Containers shall be emptied completely during collections. The transfer of refuse from containers to refuse collection trucks shall be performed with a minimum of spillage and pollution of the atmosphere or surrounding areas. Contractor shall pick/clean up any spillage that occurs. The refuse collection truck shall be constructed so the refuse therein shall be well confined without any leakage, spillage or loss of refuse during transit.
- C. The Contractor shall clean up all container areas to keep them free of debris and rubbish. The areas shall be left in a clean and sanitary condition with an empty refuse container(s) replaced at their stations, if applicable, in a condition which will be safe and accessible to the users. Additional bags of trash, which are located adjacent to the bins, shall be picked up whenever the additional trash is created.
- D. The Contractor shall be responsible for all damages to University property caused by the Contractor's equipment or employees to existing utilities and structures (i.e., water lines, electric conduits, sewer lines, buildings, asphalt, sidewalks, curbing and plantings) and University-owned containers (i.e., bent/broken container wheels). The University will make the necessary repairs and invoice the Contractor.
- E. Contractor shall schedule front-load container pickups no later than 8:30 a.m. on Tuesdays and Fridays, averaging seven containers each day per week for 47 weeks. Additional front-load container pickups and open-top containers (empty and returns) at the residence halls may be required on days other than those listed above during move-in and move-out. Contractor shall provide services for all containers beginning at 6:00 a.m. during move-in and move-out, due to alternate traffic patterns and congestion.
- F. Vehicle Listing and Standards: All vehicles may be subject to periodic inspection by Longwood University. All vehicles must meet and comply with any and all applicable rules and regulations prescribed by Local, State and Federal governments.
- G. Equipment: Equipment furnished and used by the Contractor to collect and remove refuse shall at all times be clean and well maintained, both mechanically and in appearance.
- H. Refuse Container Maintenance: All refuse containers shall be kept clean, odor-free and presentable at all times. The Contractor shall hose wet refuse from containers and disinfect and deodorize them.

Contractor-owned containers shall be refurbished or replaced at the request of the Contract Administrator.

I. Management Requirements:

- a. The Contractor shall ensure that all personnel meet the minimum qualifications, including licensing and experience requirements, as appropriate.
- b. The Contractor shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.
- c. The Contractor shall be solely responsible for the behavior and conduct of their employees or agents on Longwood property and shall instruct personnel to fully cooperate with the Contract Administrator.
- d. Contractor agrees to remove any of his employees from servicing or providing services to Longwood, upon written request by the Contract Administrator.

J. Administrative:

- a. The Contractor may be asked to attend quarterly meetings upon request of the Contract Administrator. The day and time is to be specified by the Contract Administrator.
- b. The performance of work shall be monitored by the Contract Administrator on an ongoing basis through desk monitoring, site inspection and/or other methods.
- c. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately conform to the requirements of the contract. Should the Contractor fail to comply, Longwood University reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Contractor or to directly assess the Contractor.

K. Pick-Up:

- a. When the pickup day falls on a Contractor's holiday or a Longwood holiday and the Contractor will not be making the scheduled pickup for that day, the Contractor shall make the pickup on the first working day after the holiday. Contractor shall provide a copy of their schedule of observed holidays to the Contract Administrator. A list of Longwood University's observed holidays is at ATTACHMENT D.
- b. If the Contractor is unable to perform the work on the scheduled date, due to inclement weather or any other unavoidable condition, including without limitation heavy rain days or hurricane weather, the Contractor shall immediately notify the Contract Administrator at 434-395-2089 of the delay. Make-up collection shall be made within 24 hours or on a day agreeable with the Contract Administrator.

L. Emergency Service: Contractor shall provide an emergency contact and phone number (no voice mail) the University can call to request pickups in case of an emergency (i.e., excess refuse or pickup on an unscheduled day, including holidays and weekends).

M. Price Adjustment:

- a. Longwood University reserves the right to increase or decrease the number of pickups and/or containers covered under the Contract. Such increases/decreases shall be made only upon written notice by Longwood University.
- b. Bidder shall include landfill and disposal fees in their bid prices for front load containers only as Longwood University is invoiced directly by Prince Edward County Landfill for all open top container empties. Contractor may request adjustments to the contracted bid price; provided the request is made in writing and documentation of landfill or disposal fee increase is submitted with the request. Longwood University shall only consider requests for a price adjustment equivalent to the documented increase in landfill/disposal fees.
- c. Contractor shall not impose any additional charges (including fuel surcharges) to the rates offered to the Commonwealth of Virginia.

V. **PRICING SCHEDULE:** The University owns the front-load, 2-yard, wheeled containers currently in place on campus, but would like to compare the cost of owner-provided containers versus leasing containers from the Contractor. Space is provided below to enter the cost of refuse removal and disposal for both scenarios.

1. Refuse removal from **University-owned** front-load, 2-yard, wheeled containers at Curry, Frazer and ARC Residence Halls, Randolph Warehouse, and Communication Studies and Theatre Academic Building. Contract the refuse removal work for a minimum of two (2) pickups per week (Tuesday and Friday) for an average of seven (7) front-load, 2-yard, wheeled containers per pick-up for 47 weeks.

\$_____ per month, including landfill fees.

2. Refuse removal from **Contractor-owned** front-load, 2-yard, wheeled containers at Curry, Frazer and ARC Residence Halls, Randolph Warehouse, and Communication Studies and Theatre Academic Building. Contract the refuse removal work for a minimum of two (2) pickups per week (Tuesday and Friday) for an average of seven (7) front-load, 2-yard, wheeled containers per pick-up for 47 weeks.

\$_____ per container, per month lease.

\$_____ per month, including landfill fees.

3. **30-Yard Open-Top Roll-Offs.**
Contractor shall provide (2) 30-yard open-top roll-offs emptied on-call as needed and approximately sixteen (16) 30-yard, open-top, roll-off containers for Student Move-out and Move-in events in May and August and approximately three (3) for events in December and January, and shall be put in place two (2) business days prior to the move-out/in/event dates. Containers will be in place for one (1) to four (4) weeks each period of use. Additional containers may be requested for other projects as needed.

\$_____ delivery fee.

\$_____ per day lease.

\$_____ per haul charge.

\$_____ (Longwood University is invoiced directly by the Prince Edward County Landfill)

Contractor shall provide copies of landfill tickets, noting container location on each ticket, with monthly invoice.

4. Lease of Roll-Off Compactor.

Contractor shall provide two (2) 30-yard Compactors, to be placed at the University's transfer site located adjacent to the warehouse on Vernon Street and at Dorrill Dining Hall on Madison Avenue in Farmville, VA. Contractor shall provide copies of landfill tickets with monthly invoice.

\$_____ delivery fee.

\$_____ per month lease.

\$_____ per haul charge.

\$_____ (Longwood University is invoiced directly by Prince Edward County Landfill)

5. Additional Pickup.

Contractor shall provide price for unscheduled pickups, if different from scheduled pickup prices in 1. or 2. above.

\$_____ per 2-yard, front-load container per pickup, including landfill fees.

#_____ hours / days / weeks (**circle one**) notice required.

6. Recycle Pricing.

Contractor shall provide price for one (1) 8-yard single stream recycling container to be emptied at least once a week at an approved recycling facility rather than a State-approved landfill. Space is provided below to enter the cost of refuse disposal at a recycling facility.

\$_____ per 8-yard, front-load recycling container per month, including delivery to approved recycling facility.

\$_____ per month lease.

7. 8-yard Front Load.

Contractor shall provide leasing and pricing for the following 8-yard front load schedule:

\$_____ per month per container lease

\$_____ per month for emptying (6) 8-yard front load containers
3 times per week

\$_____ per month for emptying (4) 8-yard front load containers
2 times per week

\$_____ per month for emptying (3) 8-yard front load containers
once per week

\$_____ per empty for (1) 8-yard front load on call as needed
emptied during regular scheduled days when contractor
is already on campus

\$_____ per month for 8 months for emptying (1) 8-yard front
load Mid-August thru Mid-December and Mid-January
thru Mid-May

8. 20-yard Open Top.

Contractor shall provide pricing for leasing and emptying two (2) 20-yard open top containers
once a week.

\$_____ per month lease

\$_____ per haul charge

9. Zone Pricing.

The resulting contract will allow for cooperative procurement. Accordingly, any public body, public or
private health or educational institutions or lead issuing institution's affiliated corporations may access
this contract if so authorized by the contractor.

Longwood University is located in Zone 7 on the VASCUPP Zone Map, provided as an attachment to this
IFB. If the bidder wishes to offer services in other zones, submit a separate Pricing Schedule, for the same
types of services above, for each zone you will service.

VI. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at or a copy can be obtained by calling Materiel Management at (434) 395-2093.
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

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

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:**

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

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

2. To Subcontractors:

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

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan.

Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in

price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers'

compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <i>Code of Virginia</i> .)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate

Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

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

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site 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 by completing the free eVA Vendor Registration. 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.

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

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue 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 shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VII. SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Longwood University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Longwood University has purchased or uses any of its products or services, and the contractor shall not include Longwood University in any client list in advertising and promotional materials.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **AWARD OF CONTRACT:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
7. **CONTRACT PARTICIPATION:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <http://www.longwood.edu/materielmanagement>), Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing

institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

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

Contractor Name: _____ Subcontractor Name: _____

License # _____ Type _____

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

Licensed Class A Virginia Contractor No. _____ Specialty _____

Licensed Class B Virginia Contractor No. _____ Specialty _____

Licensed Class C Virginia Contractor No. _____ Specialty _____

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

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

10. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>12/12/2016</u>	<u>2:00 p.m.</u>
Name of Bidder	Due Date	Time
_____	<u>LU214-16-026</u>	
Street or Box Number	IFB No.	
_____	<u>Refuse Collection</u>	
City, State, Zip Code	IFB Title	
Name of Contract/Purchase Officer or Buyer <u>Cathryn B. Mobley</u>		

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

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

11. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

- A. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. A plan form is provided as ATTACHMENT B to this IFB. Unless the bidder is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution at the end of the contract, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or

service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

12. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

13. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments under this contract may be permitted only for changes in the Contractor's cost of dumping refuse, not to exceed the increase in the landfill fees by the landfill operator. No price increases will be authorized for 180 calendar days after the effective date of the contract. Price escalation may be permitted upon written request and only where verified to the satisfaction of the University. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the Contract Administrator. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The Contractor's request shall document the amount and proposed effective date of any change in the contract price for landfill fees. Documentation shall be supplied with the Contractor's request for increase and shall verify that the requested price increase is based on the new landfill fees.

The purchasing office will notify the Contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

14. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

15. **REFERENCES:** Bidders shall provide a list of three (3) references 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. ATTACHMENT C – VENDOR DATA SHEET is provided for submitting the required references.
16. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Commodity and Service Group, Services, Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Commodity and Service Group, Services, Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
17. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
18. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.
19. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
20. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in multiple purchase orders with the eVA transaction fee specified below assessed for each order.
- a. For orders issued July 1, 2011 thru December 31, 2013, 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.

- b. For orders issued January 1, 2014, 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.

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

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

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

VIII. METHOD OF PAYMENT:

The Contractor will be paid on the basis of invoices submitted. Payment will be made monthly in arrears in accordance with the Prompt Payment Act (30 Days after receipt of service or invoice, whichever is later). Billing should be made monthly by the Contractor. All copies of the invoice (including copies of landfill tickets) shall be forwarded by the 10th of the month following the month the services were rendered directly to:

Longwood University
Facilities Management
201 High Street, Bristow Hall, Room 214
Farmville, Virginia 23909

IX. ATTACHMENTS:

A – WRITTEN PRE-BID QUESTION FORM

B – SMALL BUSINESS SUBCONTRACTING PLAN

C – VENDOR DATA SHEET

D – LONGWOOD UNIVERSITY 2016 HOLIDAY AND WINTER CLOSING SCHEDULE

VASCUPP ZONE MAP

LONGWOOD UNIVERSITY CAMPUS MAP-DIRECTORY

ATTACHMENT A – WRITTEN PRE-BID QUESTION FORM

Project: Refuse Collection
Longwood University
Farmville, Virginia 23909

Attention: Cathryn B. Mobley, CPA, CUPO, VCCO, VCO
Associate Vice President for Administration and Finance
Lancaster Hall, Room 217C
Longwood University
Farmville, Virginia 23909
Fax: 434-395-2246 | Email: materielmanagement@longwood.edu

The following questions are against IFB#LU214-16-026

<u>Section, Page, Paragraph, Line(s)</u>	<u>Question</u>
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All questions shall be received by **12:00 Noon, Decembe 7, 2016**. All responses to questions will be made by addendum.

Question(s) submitted by:

Name _____	Company _____
Email Address: _____	
Phone # _____	Fax # _____

ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

DSBSD: Department of Small Business and Supplier Diversity.

Small Business: “Small Business” means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DSBSD-certified women- and minority-owned businesses when they have received DSBSD small business certification.

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

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

All small businesses must be certified by DSBSD by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at www.dmbv.virginia.gov (Customer Service).

Offeror’s Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by DSBSD as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

If your firm is certified by DSBSD, are you certified as a (**check only one below**):

_____ Small Business
_____ Small and Women-owned Business
_____ Small and Minority-owned Business

Certification Number: _____

Certification Date: _____

Section B

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

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

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

ATTACHMENT C – VENDOR DATA SHEET

- A. **Qualification of Bidder:** The Bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Indicate below the length of time you have been in business providing the goods/services required herein.

_____ Year(s) _____ Month(s)

- B. **References:** List three (3) contacts (preferably a college or university, if available) for whom you have provided this type of goods/services that Longwood has your permission to contact.

1. _____
Company/Name of Contact Person

Address

Phone Number _____ Date(s) of Service

Email Address
2. _____
Company/Name of Contact Person

Address

Phone Number _____ Date(s) of Service

Email Address
3. _____
Company/Name of Contact Person

Address

Phone Number _____ Date(s) of Service

Email Address

ATTACHMENT D – LONGWOOD UNIVERSITY 2017 HOLIDAY AND WINTER CLOSING SCHEDULE

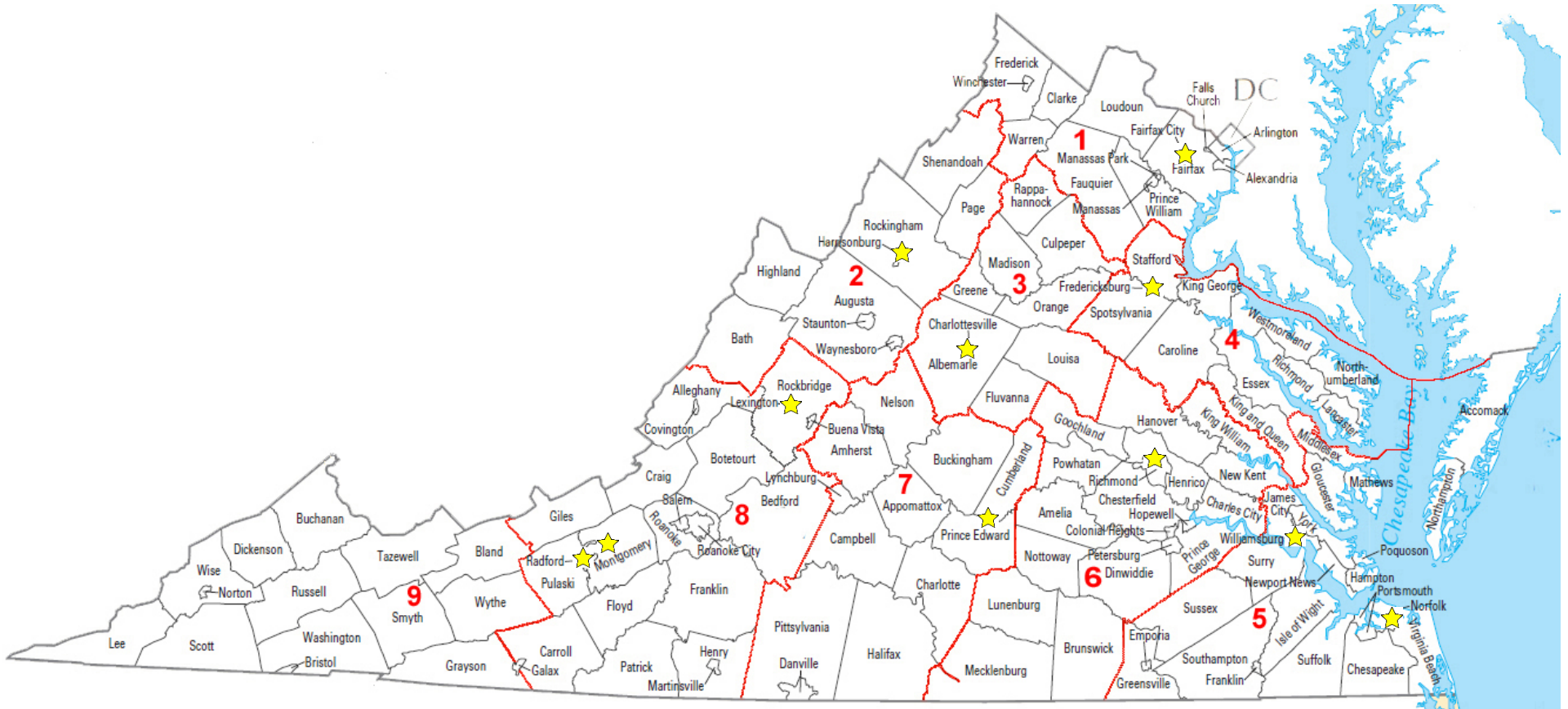
2017

Monday, January 2	New Year's Day (observed)
Monday, January 16	Martin Luther King Day
Monday, March 6	Spring Break
Monday, May 29	Memorial Day
Monday, July 3 – Tuesday, July 4	Independence Day
Monday, September 4	Labor Day
Wednesday, November 22 – Friday, November 24	Thanksgiving
Monday, December 18 – Friday, December 29	Winter Break

2018

Monday, January 1	New Year's Day
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Holidays and Closings are subject to change. See Longwood University's website <http://www.longwood.edu> for current schedule.



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u>

Longwood University Directory

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

Admissions Office (Lancaster Hall)	13
Athletic Department (Tabb Hall)	8
Barlow Hall	25
Registrar and Academic Advising	
Baseball Field (Buddy Bolding Stadium)	44
Bedford Hall	36
Art	
Bedford Auditorium	
Maugans Alumni Center	11
Alumni, Career Center	
Blackwell Hall, Prince Edward & Virginia Rooms	
Institutional Advancement	
Bristow Hall	27
Physical Plant Operations/Materiel Mgmt.	
Campus Bookstore/Barnes & Noble	5
Center for Communication Studies & Theatre	49
Chichester Science Center	15
Biology, Chemistry, Environmental Sciences & Physics	
Colonnades	7
Communication Sciences & Disorders	50
Cormier Honors College	51
Coyner Hall	22
Crafts House	3
Future site of Upchurch University Center	53

Dorrill Dining Hall	28
Campus Police & Public Safety Information	
Financial Aid	13
First Avenue Field	32
French Hall	6
Information Technology	
Assessment & Institutional Research	
Graham Hall	24
Disability Support Services	
Parking	
Printing Services	
Grainger Hall	12
English	
Modern Languages	

Greenwood Library	34
Academic Support Center	
Hardy House	1
Conferences	
Facility Scheduling	
Health & Fitness Center	43
Campus Recreation	
Counseling Center	
Student Health	
Heating Plant	23
Hiner Hall	21
College of Business & Economics	
Hull Education Center	37
College of Education & Human Services	
Iler Hall	29
Environmental Health & Safety	
ROTC	
Jarman Hall	14
Jarman Auditorium	
Lancaster Hall	13
Administration & Finance	
Admissions Office	
Cashier/Student Accounts	
Financial Aid	
Human Resources	
Office of the President	
Public Relations	
Student Affairs	
Residential & Commuter Life	
Lancer Field	46
Lankford Student Union	30
Lancer Café	
Post Office	

Longwood Center for the Visual Arts (LCVA)	4
(Main & Third Streets)	
Longwood Estate	47
Athletic Fields	
Golf Course	
Longwood House	
Longwood Landings	5
Barnes & Noble Campus Bookstore	
Residence Hall	
Nursing	19
Registrar & Academic Advising	25
Ruffner Hall	10
Academic Affairs	
Cook-Cole College of Arts & Sciences	
History, Political Science & Philosophy	
Liberal Studies	
Mathematics & Computer Science	
Psychology	
Sociology, Anthropology & Criminal Justice	
College of Graduate & Professional Studies	
Small Business Development Center	42
Longwood University Real Estate Foundation	
Softball Field	45
Stevens/McCorkle/Jeffers Hall	19
Clean VA Waterways/Sustainability	
International Affairs	
Nursing	
University Inn Bed & Breakfast	16
Varsity Tennis Courts	39
Visitor Parking	
Crafts Lot	2
Parking Garage - Redford Street	48
Willett Hall	38
Lancer Gymnasium & Pool	
Health, Athletic Training, Recreation & Kinesiology (Temporary Location)	52
Wygall Hall	35
Music	
Molnar Recital Hall	

On-Campus Residence Halls

ARC Residence Hall	33
Cox Residence Hall	18
Curry Residence Hall	40
Frazier Residence Hall	41
South Ruffner Residence Hall	9
Stubbs Residence Hall	31
Wheeler Residence Hall	17

Off-Campus Apartment Communities

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

