



COMBINED 2-STEP INVITATION FOR BIDS
IFB 16-525

ISSUE DATE: April 5, 2016
IFB TITLE: Miscellaneous Building Alterations & Remodeling Services
ISSUING AGENCY & ADDRESS: University of Mary Washington, Procurement Services
WORK LOCATION: Fredericksburg, Virginia; Stafford, Virginia; Dahlgren, Virginia
BID DUE DATE & TIME: MAY 2, 2016; 3:00PM
COMMODITY CODE(S): 90922, 91065
PRE-BID CONFERENCE: [] Optional [X] Mandatory [] N/A DATE & TIME: April 19, 2016; 10:00am
PRE-BID LOCATION: Facilities Services, 1302 Hanover Street, Fredericksburg, VA 22401
CONTRACT OFFICER: Monique SanPietro EMAIL: msanpiet@umw.edu
PERIOD OF CONTRACT: Date of award through two years, with up to six (6) one-year renewal options

In compliance with this invitation for bids (IFB) and to all the conditions imposed therein, the undersigned firm hereby offers and agrees to furnish all goods/services required by this IFB at the price(s) indicated in the pricing schedule, and the undersigned firm certifies that all information provided below and in any schedule or attachment contained in this document is true, correct and complete.

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID

Name of Offering Firm:
Address of Offering Firm:
DSBSD Designation (Check All That Apply): [] Micro [] Small [] Woman-Owned [] Minority-Owned
DSBSD Certification No.: Expiration Date:
Virginia Contractor License No. : Class:
eVA ID or DUNS No.: FEIN:
Email: Telephone:
Website: Fax:
Submitted By (Print Name & Title):
Signature (In Ink): Date:

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QUESTIONS/INQUIRIES: All inquiries for information should be directed via email to the contract officer listed above, referencing the solicitation by name and number. No questions will be accepted after **APRIL 21, 2016, 12:00PM**.

PRE-BID CONFERENCE: A mandatory pre-bid conference will be held on **April 19, 2016 at 10:00am** at **Facilities Services, 1302 Hanover Street, Fredericksburg, VA 22401**.

- a. No attendee will be permitted access to the conference after **10:10am**.
- b. Bring a copy of the IFB with you to the conference.
- c. Parking is available in the lot across from the loading dock to the left of the building.

BIDS: Sealed Bids for furnishing the goods/services described herein must reach the listed Contract Officer by the bid due date and time in order to be considered. It is the responsibility of the bidder to ensure that the bid is received on time.

- a. The technical proposal and bid pricing must each be in individually sealed envelopes and submitted together in one sealed package that clearly identifies the contents as a response to this IFB.
- b. If bids are mailed, send directly to the issuing agency and address to the attention of the listed Contract Officer. If bids are hand delivered, deliver directly to Procurement Services.
- c. All resulting contracts will be made available through UMW's [Public Contracts Portal](#).

ADDENDA: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.

INCLEMENT WEATHER/SUSPENDED SCHEDULE: Bid receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or (540) 654-2424.

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.*



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- I. **PURPOSE:** The intent and purpose of this Combined 2-Step Invitation for Bids (IFB) is to solicit bids from general contractors to perform on demand building, miscellaneous alterations and remodeling services. Services shall include, but not be limited to, those trades and professions listed herein. Services shall be provided on an “as needed” basis for the use on all current, and future, properties (including historic buildings) leased or owned by the University of Mary Washington (“UMW” or “the University”). UMW seeks to award to multiple general contractors, located within 50 miles from the University’s Fredericksburg campus.
- II. **ORGANIZATIONAL OVERVIEW:** The University of Mary Washington is a coeducational, state-supported institution of the Commonwealth of Virginia enrolling a total of approximately 5,000 undergraduate and graduate students. The institution currently consists of three academic campuses and three colleges – Arts and Sciences, Business and Education. Additional information is available at: <http://www.umw.edu/about/>
- III. **BACKGROUND:** UMW currently has three (3) campuses, located in Fredericksburg, VA, Stafford, VA and Dahlgren, VA, and several properties leased and/or owned with buildings, which includes historical properties, which require the requested services and spends approximately \$600,000 on this service annually. *The University will not guarantee any particular usage amount during any period of the resulting contract; nor will it be held responsible in any way if contract usage does not meet the estimate.*
- IV. **SCOPE OF WORK:** The Contractor shall provide all supervision, labor, tools, materials, supplies, parts, equipment, transportation, record documentation, and other associated work and responsibilities necessary for miscellaneous construction services related to general contracting as assigned under the contract. Services shall include, but may not be limited to: building improvements with a total project cost equal to or less than \$2,000,000, renovation and/or improvements, general maintenance, plumbing, interior and exterior painting, HVAC work, electrical work, mechanical work, miscellaneous carpentry, drywall services, window treatment, fence and fencing, specialty floor and wall systems maintenance and repair, door and door systems, masonry, interior and exterior building alterations or renovations, demolition, excavation, specialty type work, emergency repair/replacement, construction, power washing and other related work.

The Contractor shall provide the highest quality services equal to or better than the industry standards and particular trades involved. This includes prompt response to requests for service and completion of projects in a timely fashion once guidelines and schedules are established by the University. All projects shall be performed in a manner that shall not adversely affect the integrity of the building’s structural, mechanical, electrical, fire protection and life safety systems, or any other building systems and utilities that may be overload or render useless any portion of the building without first seeking approval by the University. Utilities shutdowns must be coordinated with the University prior to such necessities.

The University reserves the right to inspect work in progress. Individual projects shall be subject to inspection after completion and prior to approval of payment.

The Contractor shall locate and verify all underground utilities located within the work area prior to commencement of work.

The Contractor shall be required to perform work in accordance with applicable codes and industry standards such as providing proper ventilation and dust and noise control so as not to endanger building occupants or Contractor staff. Dust/noise control barriers shall be put in place according to applicable building codes.

Normal work hours are 8:00am to 5:00pm, Monday through Friday. Standard hourly labor rates apply during normal work hours to include weekend and/or holidays. Any after-hours work must be approved by the University in advance. After-hours compensation shall not exceed 1.5 times the standard hourly labor rates.

A. CONTRACTOR QUALIFICATIONS: The Contractor shall have the capability and capacity in all respects to fully satisfy the requirements herein:

1. The Contractor must have a minimum of five (5) years' experience and be licensed by the State Board of Contractors as a Class A Contractor. The Contractor shall have a full understanding and knowledge of proper work related responsibilities and restrictions associated with these services for State entities.
 - i. The Contractors' work force and the work force of its subcontractors will be staffed with licensed tradesmen with demonstrated experience in their respective fields of work.
 - ii. The Contractor, its employees, and subcontractors shall conduct themselves in a workmanlike manner and must show appropriated identification (i.e. company ID badge or card) to work in and around university facilities/buildings. The University will not grant entrance nor issue keys, if necessary, to the Contractor without proper identification.
2. Codes and Compliances: The Contractor shall obtain, possess, maintain, and comply with all applicable local, Federal, State, requirements i.e. licenses, permits, codes, laws, standards, regulations, specifications, authorizations, and requirements to perform work as necessary under the contract.

B. GENERAL REQUIREMENTS: The Contractor shall accept for the initiation of performance, per the requirements, scope and provisions set forth herein, an issued purchase order for building alterations and remodeling projects by the University of Mary Washington. UMW reserves the right to make or obtain other repair cost estimated prior to authorizing the Contractor to proceed should the estimated received be deemed to not be fair and reasonable.

Some examples of the types of building interior alterations and remodeling work that may be requested include, but are not limited to:

1. Remove existing partitions (wood or metal stud wallboard or masonry/plaster construction) with doors, electrical outlets, switches, thermostats, and associated mechanical devices.
2. Remove door and frame from existing partition (wood or metal stud wallboard or masonry/plaster construction), seal opening, and finish to match existing adjacent area.
3. Where partitions are removed, repair and modify as necessary the ceiling grid/acoustical tile, and floor tile or patch carpet to match existing adjacent areas as closely as is reasonably possible. Modify mechanical devices and electrical components as may be required.
4. Remove ceiling systems, including suspension apparatus (acoustical, plaster, wallboard) with lights, surface or recessed type (incandescent or fluorescent); air diffusers, grilles and associated ducts; sprinkler heads and associated piping. Where ceiling systems are removed, repair or replace as necessary to accommodate the desired conditions with similar new materials, devices, etc., as specified.
5. Furnish and/or install regular ½" gypsum wallboard (drywall) partitions, finish two sides, taped or batten strip, finish as directed, prime one coat and paint two coats.
6. Furnish and/or install wood doors in wood or metal frame and/or steel doors in steel frames; prime one coat and finish two coats on both sides; install hardware to match existing hardware in area and key to building keying system.

7. Furnish and/or install sliding doors, bi-fold doors; furnish and/or install glass in doors; furnish and/or install Dutch type doors, etc.
8. Furnish and/or install acoustical suspended ceiling systems.
9. Furnish and/or install raised flooring for computer rooms.
10. Furnish and/or install chair rail, handicap ramps, fabricate/and or install shelving, bookcases. etc.
11. Provide minor modifications to electrical, HVAC, plumbing and sprinkler systems encountered in the renovation and remodeling work associated with the above.
12. University of Mary Washington reserves the right to obtain estimated from any or all contract sources for any individual project.

C. AS-NEEDED WORK PROCEDURE:

1. Within four (4) calendar days of receipt of telephonic or written request from the University, the Contractor shall visit the designated work site and carefully examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished.
2. Within seven (7) calendar days of the work site visit, the Contractor shall deliver to the Contract Administrator, or designee, a written estimate of the cost to complete the project. If the estimate is acceptable, the Contract Administrator, or designee, will initiate purchase procedures. Estimates shall include:
 - i. The types and quantities of labor multiplied by the bid rates, as appropriate, description of proposed work, listing and description of major items of materials needed with costs (to be billed at Contractor's actual paid invoice costs) and total cost.
 - ii. A target date for starting work expressed as the number of days after receipt of the Purchase Order for an estimated completion date. The starting and completion dates shall be agreed upon between the University and the Contractor and shall be reflected in the Purchase Order.
3. In preparing estimates, the Contractor may choose to rely on personal inspection and/or contact the University's Facilities Services to obtain access to building blueprints. The University reserves the right to furnish any or all materials to the Contractor for the project and adjust the Contractor's estimate accordingly. If the University furnishes materials which, in the Contractor's opinion, do not comply with the job requirements, the Contractor shall immediately notify the University so that conforming materials can be obtained.
4. Upon approval of the estimate by the University, verbal approval and a requisition number will be given to the Contractor in order to proceed with the work. A Purchase Order shall follow incorporating the Contractor's estimated cost and the agreed upon starting and completion dates. All work shall be completed within the time set forth in the Purchase Order, unless prior approval is received from the Contract Administrator, or designee.
5. Contractor shall perform no work which would result in exceeding the dollar limitation of the Purchase Order without first having obtained written approval from the University.
6. Failure to meet the response time requirements established without the University's prior written approval may result in the Contractor being considered in default of the requirements of this Contract.

D. EMERGENCY PROCEDURES: In the event of any unforeseen situations, combination of circumstances or a sudden occurrence or state that poses imminent danger to health, life or property and which usually demands immediate action, the Contractor must be available to be on campus within four (4) hours of receiving a call from the Contract Administrator or designee.

E. CONTRACTOR RESPONSIBILITIES:

1. The work required to be performed under this contract should not require the services of an architect, engineer, or consultant, and can be done as a result of routine field surveys by the Contractor, examination of written information and sample sketches and diagrams briefly describing the University's needs, and copy of the original blueprints if necessary. However, if upon completing the site investigation of the work, the Contractor determines that the scope of work in response to the University's request requires the services of an architect, engineer or consultant, then the Contractor shall notify the Contract Administrator that the work requested cannot be accomplished under this contract.
2. The Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work and for adequately supervising them at the work site. Contractor shall assure that the work is accomplished in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes, including OSHA requirements and that dated version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect on the date of the issued Purchase Order.
3. The Contractor shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules, regulations and codes and are compatible with existing materials and equipment of the building involved. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction which theretofore may have been accepted.
4. The Contractor may be asked to provide for the University a clean set of reproducible "as-built" drawings and wiring diagrams, marked to record all changes made during installation or construction. Drawings are to be billed at Contractor's actual costs. All "as built" drawings and wiring diagrams shall be delivered to Facilities Services upon completion of the work prior to final payment.
5. The Contractor is advised that, because this project is on State property, codes or ordinances of local political subdivisions do not legally apply as stipulated by the Virginia Uniform Statewide Building Code Law.
6. The Contractor shall provide on-site supervision of all trades at all times work is in progress. This on-site supervision shall be empowered to act on behalf of the Contractor. The Supervisor shall be able to speak and read English fluently.
7. The Contractor shall provide a liberal distribution of portable fire extinguishers throughout the work area to control incipient fires promptly.

F. USE OF PREMISES:

1. The Contractor shall be responsible for repairing or replacing any work damaged by their operations within ten (10) days after notification by the University.

2. It shall be the responsibility of the Contractor to report to the University, in the original estimate, any damage found prior to any work at the site.
 3. 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 and in the presence of an authorized representative of the University. The Contractor shall give ample advance notice of the need for cut-offs or adjustments, which will be scheduled at the convenience of the University.
 4. All work shall be coordinated and scheduled with the University to minimize disruption of operations.
 5. Access for work in restricted areas requires a 48-hour minimum notice to the University. Work in these areas may require escort.
 6. Existing sanitary facilities, electricity and water may be used by the Contractor as directed by the University to the extent of available services.
 7. Throughout the construction period, the Contractor shall maintain dust abatement/control by a method submitted to and approved by the University.
 8. Any material thought to contain asbestos is not to be disturbed and the University is to be notified at once.
- G. INSPECTION:** All work and materials in each project shall be subject to a final inspection by an authorized representative of the University. Any omission or failure on the part of such representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.
- H. CONTRACTOR EXPERIENCE AND PERSONNEL REQUIREMENTS:** The Contractor shall be responsible for having sufficient and adequately qualified personnel and equipment available throughout the contract period to perform the services requested herein.
1. The Contractor shall assign an individual as the Supervisor who shall be capable of communicating (both verbally and in writing) and comprehending the English language.
 2. The Supervisor shall be equipped with a mobile telephone capable of operating throughout the area covered under the contract for communication purposes and who can be called upon at any time for emergencies or callbacks, etc. should such needs arise during normal schedule times.
 3. The Supervisor's name and mobile phone number shall be required prior to commencement of work activities associated with this contract.
 4. The Supervisor shall be responsible for assigning and coordinating work reporting performance issues to the Contract Administrator and have the ability to meet with the Contract Administrator on-site within the required timeframe.
 5. In the performance of services, Contractor employees should be attired in a uniform bearing Contractor's firm name and/or logo, and have a personal identification badge with the employee's name and photograph.
 6. All employees of the Contractor or subcontractor(s) shall wear, as needed, personal protective equipment in compliance with all applicable United States Department of Labor's Occupational and Safety Health Administration (OSHA), Virginia Department of Labor's

Virginia Occupational Safety and Health Program (VOSH) and all other applicable safety regulations while working on University property. This may include, but is not limited to, equipment such as safety steel toe shoes, safety vests, safety glasses, etc. Failure to comply with safety requirements constitutes reason to restrict work from being performed under this contract.

7. Contractor shall undertake every reasonable effort to ensure that all assigned personnel maintain an attitude of professional authority and courteous, helpful assistance at all times during the performance of their duties and responsibilities. Assistance to the University's employees, students and visitors is of primary importance. Contractor personnel shall exercise all interpersonal communications with the public or staff in a courteous and respectful manner, keeping in mind at all times that they are on public property, and that their comments and actions will be representative of the University.
8. Contractor shall be responsible for managing the conduct of its employees and ensuring that employees perform all contract tasks in a professional and business-like manner. Contractor shall ensure that the behavior of its employees is not boisterous or rude, or that its employees engage in any behavior that may be deemed to be either destructive or criminal.
9. The University reserves the right to request the removal of any Contractor employee from any facility at any time for any misconduct, behavior, or cause, which in the University's sole opinion, violates the standards of conduct or terms of the contract. Any such request, if made, will be provided directly to the Contractor only, or its supervisory personnel.
10. At no time shall the University assume the role of the supervisor of any Contractor personnel. Should any member of the University community observe any unacceptable action by Contractor staff, the Contractor's supervisor will be notified immediately for corrective action. In the event that Contractor's supervisor does not take immediate corrective action, then the University will request removal of the offending employee from the property. The University will prepare and submit a written report of any occurrence of misconduct by the Contractor's employee to the respective Contract Administrator and/or the Contracting Officer. In the event the Contractor's Area Supervisor must become involved, then he/she will also submit a written report to the Contract Administrator and the Contracting Officer within two (2) business days.
11. Contractor personnel shall remain engaged in business-related activities at all times while on any owned or leased by the University and shall minimize personal or social contact and interactions between themselves and any University faculty, staff, student or visitor, unless such discussions are solely business-related.
12. The Contractor is responsible for knowing the normal capabilities of their equipment. If UMW or designee directs the Contractor to use Contractor equipment in a manner that will exceed its normal capabilities, the Contractor shall promptly advise UMW of this fact.
13. Contractor personnel are permitted to use restrooms in designated academic or administrative buildings only.
14. Contractor personnel shall exhibit the highest standards of professional behavior and conduct at all times, and shall demonstrate only the highest standard of professional courtesy, consideration, and customer service. Any of the following actions by any Contractor employee(s) shall constitute reasonable cause for removal. This list is for illustrative purposes

and is not to be construed as being all-inclusive. Rules and regulations regarding Contractor behavior that shall apply at all times and include, but not be limited to, the following:

- i. Contractor personnel appearing to be under the influence of alcohol or drugs shall not be permitted in any service location and in any event when this appears to be the case, then the Contractor shall send a replacement person following notification by an Authorized User, and at the User's sole determination.
 - ii. Boisterous and/or rude behavior and profanity is prohibited.
 - iii. Destructive and/or criminal activity is prohibited.
 - iv. Using any telephone except those designated for the use of the Contractor's employees.
 - v. Parking in reserved, disabled and visitor designated parking is prohibited.
 - vi. Contractor personnel shall wear Contractor-issued uniforms at all times during the performance of services. Uniforms are to be properly maintained and kept clean and in a presentable condition (no rips, tears, etc.).
 - vii. Contractor personnel shall not loiter in University facilities or elsewhere on University owned or leased property before or after assigned shifts.
 - viii. Contractor personnel shall work in their designated or assigned areas only. Individuals found in unauthorized areas are subject to immediate removal from delivering any Services under this Contract.
 - ix. Smoking is prohibited inside any facilities and within 50 feet of any University building entrance.
- I. **RESIDENCE HALL ACCESS:** If required, Contractor personnel may be granted access to secured buildings deemed necessary or appropriate for the Contractor to perform all obligations under the contract, subject to any University security requirements.
1. The Contractor shall advise the Contract Administrator of their arrival prior to the beginning of work, and provide the supervisor's name.
 2. The Contractor shall report to the University Police Department to obtain a Contractor Key Ring for access and a Contractor Identification Badge for each employee who will be working on in the secured building on campus. The Contractor shall return the badge(s) and keys upon completion of each day's work.
- J. **EQUIPMENT:** All equipment and vehicles shall be well maintained, in good operating condition, and arrive at the work site fueled and ready to work. For hourly pay items there shall be no payment for equipment downtime, repairs, refueling, or maintaining equipment. UMW reserves the right to have any equipment removed from operations due to frequent mechanical failures or failure to meet any safety requirements.
- K. **DEBRIS HANDLING AND DISPOSAL OF COLLECTED WASTE:**
1. The Contractor shall at all times keep the premises and adjacent areas free from accumulations of waste materials, rubbish, scrap materials and debris caused by its operations, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.
 2. At the completion of the work, all debris resulting from performance of this contract shall be removed from the work site on the same day the work is done and properly disposed of by the Contractor. The Contractor shall be responsible for locating a legal disposal site for the

proper disposal of all debris resulting from the operation, preferably at a recycling site as opposed to disposal via a landfill. Disposal costs shall be included in proposal prices. Wood may be left with **prior** consent of the Contract Administrator.

3. The Contractor shall leave the work site(s) in a condition equal to or better than that which existed prior to the commencement of work.

L. VEHICLE RESTRICTIONS: All vehicles must remain on paved surfaces except as authorized by the Contract Administrator, along with notifying the Office of Parking Management. All vehicles must properly display current license plates and city/county decals as required by Virginia law.

M. WORK SCHEDULE(S):

1. Starting times and schedules shall be approved by the Contract Administrator prior to work commencing.
2. The Contractor will not be compensated for work breaks or lunch breaks and shall provide in writing to the Contract Administrator the start time and end time of each break if taken during the commencement of the project.

N. ORDERS, BILLING, INVOICING AND REPORTING:

1. Upon approval of the estimate by the Contract Administrator a Purchase Order (PO) number shall be issued as authority to proceed with the project.
2. The Contractor shall perform no work which would result in exceeding the dollar limitation of the PO without first having obtained approval from the Contract Administrator.
3. The University will reimburse the Contractor for equipment and materials at cost, with no mark-ups such as cost plus a percentage of cost. The Contractor shall submit a copy of the original parts/materials invoice to the University prior to submitting an invoice.
4. The University will not reimburse the Contractor for time or mileage to and from the job site. This includes going to and from the supply houses.
5. Billable hours are payable only for time actually spent at the job site under the authority of UMW. Fractional parts of an hour shall be payable on a prorated basis to the nearest quarter.
6. The Contractor shall provide spend data for the University within five (5) business days of a request.

V. CONTRACT ADMINISTRATION:

- A.** The Senior Director of Plant Operations and Contract Services or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.
- B.** The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

VI. COMBINED 2-STEP IFB PREPARATION: Contractors must submit one (1) sealed Submission Package consisting of two individually sealed parts: Part 1 - the Technical Proposal: to be submitted in strict accord with Attachment A of this solicitation and Part 2 - the Pricing Schedule: to be submitted in strict accord with Attachment B, of this solicitation.

Procurement Services and the Contract Administrator will evaluate the Contractor's Technical Proposal and Pricing Schedule to select the most responsive and responsible bidder to be awarded this Term Contract.

STEP 1 – TECHNICAL PROPOSAL (Attachment A)

The University will review, evaluate and short-list bidders' submittals. Those bidders deemed qualified by the University will proceed to the Pricing Schedule phase of the solicitation.

STEP 2 – PRICING SCHEDULE (Attachment B)

Only those bidders meeting the qualifications in Part 1 will have their Pricing Schedules opened and tabulated. Pricing Schedules for those firms not short-listed in Step 1 will be stored in Procurement Services unopened.

VII. GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract:

<http://adminfinance.umw.edu/procurement/umw-policies-and-procedures-2/>

VIII. SPECIAL TERMS AND CONDITIONS:

- A. ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (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.
- B. ADVERTISING TO THE GENERAL PUBLIC:** In the event a contract is awarded for services resulting from this bid, no indication of such services to the University of Mary Washington will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- C. AS BUILT DRAWINGS:** The contractor shall provide the University of Mary Washington a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the University upon completion of the work and prior to final payment.
- D. ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, the work shall stop immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- E. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.
- F. 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.

G. AWARD OF CONTRACT: The University reserves the right to make multiple awards as a result of this solicitation. The University will make the award(s) on a grand total basis to the lowest responsive and responsible bidders. The University reserves the right to conduct any test it may deem advisable and to make all evaluations. The University also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the University to be in its best interest.

H. BID EVALUATION PROCEDURE: The lowest responsive and responsible will be determined using the following: **DO NOT COMPLETE; FOR INFORMATION ONLY**

Average Regular Rate	x 40 hours
Average Overtime Rate	x 10 hours
	Grand Total

I. CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon thirty (30) days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.

J. CONTRACTOR REGISTRATION:

1. If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$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 as a "CLASS A CONTRACTOR".
2. 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 _____
3. 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 University in writing when requested to do so before or after the opening of bids, they shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and the bid will not be considered.
4. If a bidder shall fail to obtain the required license prior to submission of their bid, the bid shall not be considered.

K. COOPERATIVE PROCUREMENT/ADDITIONAL USERS – USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

1. Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of this Agreement or

execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

2. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

L. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

M. EXTRA CHARGES NOT ALLOWED: The bid price shall be for the product and delivery, and shall include all applicable freight and transportation charges; extra charges will not be allowed.

N. IDENTIFICATION OF ENVELOPE: **DO NOT COMPLETE; FOR EXAMPLE ONLY**

The sealed bid package, should be identified as follows (on the outside of the package). The envelope should be addressed as directed on Page 1 of the solicitation:

FROM:

Name of Bidder

VA Class & Contractor No.

IFB No.

IFB Title

Due Date and Time

Address of Bidder: Street Number and Name, City, State, Zip

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.

O. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, good or equipment delivered.

P. INSPECTION OF JOB SITE: The Contractor’s signature on this solicitation constitutes that they have inspected the job site(s) and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site(s), will not be considered by the University.

1. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities;
2. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
3. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.

Q. LATE BIDS: To be considered for selection, bids must be received in the issuing office by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the issuing office. Bids received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intradepartmental University mail system. It is the sole responsibility of the Bidder to insure that its bid reaches the issuing office by the designated date and hour.

R. MANDATORY PRE-BID CONFERENCE: A mandatory pre-bid conference will be on April 19, 2016 at 10:00AM at Facilities Services, 1302 Hanover Street, Fredericksburg, VA 22401. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the specifications and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:10AM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

S. PERMITS:

1. The Contractor shall be responsible to obtain all necessary permits for work directed under this contract. Payment for such will be made on the basis of invoiced/billed cost to the Contractor.
2. The Contractor shall comply with all applicable federal, state and local laws, codes and regulations in connection with the accomplishment of work under this contract. The Contractor shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property.

T. PRICE ESCALATION/DE-ESCALATION:

1. Price adjustments may be permitted for changes in the contractor's cost of materials. No price increases will be authorized for one hundred and twenty (120) calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each sixty (60) days thereafter and only where verified to the satisfaction of the Procurement office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.
2. Contractor shall give not less than thirty (30) days advance notice of any price increase to the Procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30) day notification period. The contractor

shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will:

- i. Verify that the requested price increase is general in scope and not applicable just to the University
 - ii. Verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
3. The Procurement office will notify the using agencies and 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 Procurement office.

U. 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.

V. RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff.

W. RENEWAL OF CONTRACT: This contract may be renewed by the University for six (6) successive one year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.

1. If the University 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 prices of the original contract increased/decreased by the percentage increase/decrease of the "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 University 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 "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.

X. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. 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/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror 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/offeror 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 Procurement 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.

2. 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 on a monthly basis, 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 Procurement office at a minimum the following information:
 1. Name of firm with the DSBSD certification number
 2. Phone number
 3. Total dollar amount subcontracted
 4. Category type (small, women-owned, or minority-owned)
 5. 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.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, 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 Procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

Y. STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment.

The Commonwealth expressly prohibits workplace violence. Prohibited conduct includes but is not limited to:

1. Injuring another person physically;
2. Engaging in behavior that creates a reasonable fear of injury to another person;
3. Engaging in behavior that subjects another individual to extreme emotional distress;
4. Possessing, brandishing, or using a weapon that is not required by the individual's position while on state premises or engaged in state business;
5. Intentionally damaging property;
6. Threatening to injure an individual or to damage property;
7. Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and

8. Retaliating against any employee who, in good faith, reports a violation of this policy
Violations of the above standards of conduct may result in requests for apparent offenders to temporarily or permanently leave the workplace.

Definitions:

1. Workplace: Any location, either permanent or temporary, where an employee or third party performs any work-related duty. This includes, but is not limited to, the buildings and the surrounding perimeters, including the parking lots, field locations, alternate work locations, and travel to and from work assignments.
2. Third parties: Individuals who are not state employees, but who have business interactions with state employees. Such individuals include, but are not limited to:
 - i. Customers, including applicants for state employment or services
 - ii. Vendors
 - iii. Contractors
 - iv. Volunteers
 - v. Relatives
 - vi. Unknown parties
3. Workplace Violence: Any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees or third parties. It includes, but is not limited to, beating, stabbing, suicide, shooting, rape, attempted suicide, psychological trauma such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as stalking, shouting or swearing.

Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia

Z. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the University 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.

AA. USE OF PREMISES AND REMOVAL OF DEBRIS: 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.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end at all times the site of the work shall present a neat, orderly and workmanlike appearance.
5. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval from the Contract Administrator for parking in other areas.

BB. WARRANTY OF MATERIALS AND WORKMANSHIP:

1. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be 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.

2. Work not conforming to these warranties shall be considered defective.
3. 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.

CC. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

DD. WORK ESTIMATES (TIME AND MATERIALS CONTRACTS): Under this time and material contract, the Contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include all labor categories, the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at Contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the Contractor to re-evaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Contractor, as the authority to proceed with the work, followed by an eVA purchase order, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor's personnel shall log in with the designated contract administrator each day before and after to confirm labor hours.

IX. ADDITIONAL CONDITIONS:

A. ACCESS TO WORK: The University, the University'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.

B. 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 University.

C. CONTRACT DOCUMENTS:

1. 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.
2. 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.
3. 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.

D. 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.

E. GUARANTEE OF WORK:

1. 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 University 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 University.
2. If, within the guarantee period, defects are noticed by the University which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the University 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 University, such notice being given not more than two weeks after the guarantee period expires, and without expense to the University:
 - i. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
 - ii. 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
 - iii. Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
3. 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 University and guarantee such restored work to the same extent as it was guaranteed under such other contract.
4. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the University may have the defects corrected and the contractor and his surety shall be liable for all expense incurred.
5. 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.
6. 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.
7. 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.

F. LAWS AND REGULATIONS:

1. 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. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 and by applicable regulations.
2. 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.
3. 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.
4. 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 University. This does not include any local license fees, business fees or similar assessments which may be imposed by the appropriate political subdivision.
5. 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.
6. The Contractor is neither required nor prohibited from entering into or adhering to agreements with one or more labor organizations, or otherwise discriminating against subcontractors for becoming or refusing to become, or remaining signatories to or otherwise adhering to, agreements with one or more labor organizations. This section does not prohibit contractors or subcontractors from voluntarily entering into agreements with one or more labor organizations. Both the agency and contractor are entitled to injunctive relief to prevent any violation of this section.

This section does not apply to any public-private agreement for any construction in which the private body, as a condition of its investment or partnership with the state agency, requires that the private body have the right to control its labor relations policy and perform all work associated with such investment or partnership in compliance with all collective bargaining agreements to which the private party is a signatory and is thus legally bound with its own employees and the employees of its contractors and subcontractors in any manner permitted by the National Labor Relations Act, 29 U.S.C. § 151 et seq., or the Railway Labor Act, 45 U.S.C. § 151 et seq.

This section does not prohibit an employer or any other person covered by the National Labor Relations Act or the Railway Labor Act from entering into agreements or engaging in any other activity protected by law.

This section shall not be interpreted to interfere with the labor relations of persons covered by the National Labor Relations Act or the Railway Labor Act.

G. PROTECTION OF PERSONS AND PROPERTY:

1. 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.
2. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
3. 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.
4. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the University'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 University. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its University. 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.
5. 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 University, 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 University, 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 by the University.

H. 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 University, 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 University, 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 University. The University 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 University, he shall be responsible for any loss due to the infringement.

I. **TAXES:** The contractor shall, without additional expense to the University, 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 University will pay the resulting fees to the local building official.

J. **TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:**

1. The contractor, in conjunction with his subcontractors and suppliers, shall provide the University's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the University with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

X. **METHOD OF PAYMENT:** The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

1. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC - currently Bank of America Visa. Any "check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale.

If the contractor's eVA profile indicates acceptance of a credit card in payment, the University will pay via charge card for invoices \$50,000.00 or less.

2. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: *Code of Virginia*, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984.

To be considered eligible for payment, **all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers:**

University of Mary Washington
Attention: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401

ATTACHMENT A

TECHNICAL PROPOSAL

ALL REQUESTED INFORMATION MUST BE RETURNED IN A SEALED ENVELOPE

Any contractor who does not provide all of the information requested below will be determined as being non-responsive and their pricing bid rejected and remain unopened.

1. GENERAL INFORMATION & LICENSE

- a. Completed and signed IFB title page
- b. Signed addenda (if applicable)
- c. Copy of Class A Contractor license
- d. Evidence of five (5) years' experience as a general contractor
- e. Small business subcontracting plan
- f. Any relevant additional licensing & certification

2. HISTORICAL PROPERTY PRESERVATION EXPERIENCE

Describe in detail two (2) historic preservation projects completed by your firm within the last five (5) years. Provide photos and references for each project.

3. OCCUPIED SPACE EXPERIENCE

Describe in detail two (2) projects completed in an occupied space without disrupting operations. Provide references and any additional information for each project.

4. PROBLEM SOLVING EXPERIENCE

Provide an example of an innovative and creative solution recommended by the contractor, which was used to resolve a renovation or construction problem. Describe in detail the problem and solution; provide references for the project and whether the solution resulted in any spend savings or shortened the project completion time.

ATTACHMENT B

PRICING SCHEDULE

MUST BE COMPLETED AND RETURNED IN A SEALED ENVELOPE

Failure to complete any of the hourly rates listed below or entering \$0 for any labor category, will be cause for the entire bid to be considered non-responsive and rejected.

The Contractor agrees to provide the services, to include all labor, services and materials, in compliance with the statement of need and all terms and conditions of this Invitation for Bids, at the following prices:

LABOR CATEGORY	REGULAR HOURLY RATE	OVERTIME HOURLY RATE
Superintendent		
Foreman		
Carpenter		
Carpenter’s Helper		
Skilled Laborer		
Laborer		
Heavy Equipment Operator		
Concrete Finisher		
Concrete Laborer		
Sheet Metal Mechanic		
Sheet Metal Helper		
Welder		
Mason		
Masonry Laborer		
Sealant Worker		
Glazing Worker		
Plasterer		
Plasterer Helper		
Hard Tile Setter		
Hard Tile Helper		
Soft Tile Worker		
Wood Floor Finisher		
Painter		
Vinyl Siding Supervisor		
Vinyl Siding Mechanic		
Vinyl Siding Helper		

ATTACHMENT B (CONT'D) - PRICING SCHEDULE

LABOR CATEGORY	REGULAR HOURLY RATE	OVERTIME HOURLY RATE
Gas Fitter		
Plumber		
Plumber Helper		
HVAC Mechanic		
HVAC Helper		
Electrician		
Electrician Helper		
Housekeeper Supervisor		
Housekeeper Worker		
Laborer		
Power Washer		
Crane Operator		
Administrative Support		

EQUIPMENT:

The Contractor shall bill the University for any owned or rental equipment that is necessary to complete a job at the rental agencies actual rate with no mark-ups such as cost plus a percentage of cost. The Contractor shall submit a copy of the invoice to the University prior to submitting an invoice.

ATTACHMENT C

SMALL BUSINESS SUBCONTRACTING PLAN
MUST BE COMPLETED AND RETURNED WITH BID OR PROPOSAL PACKAGE

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

DEFINITIONS:

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

"Woman-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (Code of Virginia, § 2.2-4310)

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (Code of Virginia, § 2.2-4310)

Bidder Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (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 bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT C (CONT'D) - SMALL BUSINESS SUBCONTRACTING PLAN

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check Only One: Small Business Small and Woman-Owned Business Small and Minority-Owned Business

DSBSD Certification No.: _____ Expiration Date: _____

Section B

Populate the table below to show your 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 that 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 & DSBSD Cert No.	Indicate if also: Women (W) or Minority (M) Certified	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 (\$)
Total Planned Subcontracting Spend (\$)					

SWAM INITIATIVE
VP FOR ADMINISTRATION & FINANCE AND CFO SWAM SUPPORT LETTER

Greetings:

The quality of service the University of Mary Washington is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational mission. An important part of our procurement program involves our commitment to doing business with small, women-owned and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We conduct substantial business with small firms and have a particular institutional focus on developing long-term business relationships with women-owned and minority-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, I ask that you involve small, women-owned and minority-owned businesses in the delivery of goods/services you provide to UMW. The Procurement Services office is able to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through monthly/quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

As a state agency, this effort is important to us. This is another way that UMW can partner with your company to make things better.

A SWaM reporting template is located on our Procurement Services website at <http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting>.

Sincerely,



Richard R. Pearce
Vice President for Administration and Finance and CFO

SWAM SUBCONTRACTOR SPEND REPORTING
FORM LOCATED ON PROCUREMENT SERVICES WEBSITE

<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

Business Services

Procurement Services

Technology Purchases Current Bids & Proposals Vendors Green Purchasing **SWaM Reporting**

Central Storeroom/Surplus
Contracts
Laws, Policies and Procedures
Forms
Training
Small Purchase Credit Card
Directions and Maps

You are here: Home / Vendors

SWaM Reporting

SWaM Subcontractor Reporting

The University of Marymount College, a public agency in the Commonwealth of Virginia, is required to report all small business spend, importance is also placed on utilizing local woman-owned and minority-owned businesses to procure goods and services for the university. UMW's goal is to have a total SWaM (small, woman-owned, minority-owned) spend of 5% of the total procurement spend.

Vendor Resources
Vendor Policies and Guidelines
Vendor Registration Requirements
SWaM Reporting
Vendor Survey

Virginia's Total e-Procurement Solution!

SWaM Subcontractor Reporting

This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend.

Purchasing Dates and Deadlines

July 2013

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Vendor *
Please enter the name of the COMPANY

Contract Number
Please enter the CONTRACT NUMBER

Name *
First Last
Please enter the SUBMITTER'S first and last name

Email *
Please enter the SUBMITTER'S email address

Select Reporting Method *

- Upload Spreadsheet/Document
- Manual Input

Additional Comments/Information
Please provide any relevant comments or information

Captcha

chromate minglan

Type the text

Privacy & Terms

reCAPTCHA™ stop spam, read books.