

INVITATION FOR BIDS  
IFB

Issue Date: 25 October 2001

IFB# **V211-02-054**

Title: Elevator Preventive Maintenance and On Call Repair Service

Service Commodity Code: 91013

Issuing Agency: Commonwealth of Virginia

Using Agency And/Or Location  
Where Work Will Be Performed: Virginia Military Institute  
Lexington, Virginia 24450

Period Of Contract: From **Date of Award** through **31 October 2003, Renewable**

Sealed Bids Will Be Received Until 2 PM, EST, 20 November 2001 For Furnishing The Services Described Herein and Then Opened.

All Inquiries For Information Should Be Directed To: Purchasing Office, Telephone: 540 464-7734.

IF BIDS ARE MAILED, SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO PURCHASING OFFICE, ROOM 314, SMITH HALL, VIRGINIA MILITARY INSTITUTE, LEXINGTON.

In compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Services Described At The Price(s) Indicated in Section VII, Pricing Schedule.

Virginia Contractor License No. \_\_\_\_\_ Class: \_\_\_\_\_ Specialty Code: \_\_\_\_\_

Name And Address Of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
Signature in Ink

\_\_\_\_\_ Title: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax \_\_\_\_\_

PRE-BID CONFERENCE: An optional pre-bid conference will be held on 7 November 2001 at 10 AM, EST, in the Purchasing Office, Room 314, Smith Hall. (Reference: Paragraph III herein)

**Note: If you are an individual with a disability and need reasonable accommodations, please contact Mrs. Charlene Wilson, (540) 464-7323, no later than 6 November 2001, 12:00 Noon, local time.**

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- I. PURPOSE: The purpose of this Invitation for Bids is to establish a contract with one qualified contractor to provide routine elevator maintenance services on the elevators, lifts and dumb-waiters located in the buildings belonging to Virginia Military Institute, an agency of the Commonwealth of Virginia.

NOTE: As used in this IFB, the word "elevator" shall mean: elevators, lifts, and dumbwaiters.

II. SCOPE OF WORK:

A. Requirements:

1. Contractor shall furnish all necessary labor, supervision, tools, materials and equipment to provide examination and lubrication service and on call repair service (as described herein) to elevators listed in ATTACHMENT A.
2. All work performed under this contract shall be performed in accordance with the standards listed below and any revisions thereto, which are incorporated into this contract in their entirety:
  - a. Virginia Statewide Building Code.
  - b. American National Standards Institute/American Society of Mechanical Engineers (ANSI/ASME) Standards A17.1.
  - c. Local regulations governing elevator operations.
  - d. Elevator manufacturer's recommended procedures, if available.
3. A complete set of current, legible schematic wiring diagrams for each elevator shall be maintained in its machine room. If any of the required schematic wiring diagrams are not available at the time the contract is awarded, it shall be the Contractor's responsibility to notify the owner who will obtain them. At the end of the contract term, any schematic wiring diagrams provided in this manner shall remain the property of the owner. Any and all circuit changes made by the contractor shall be clearly marked on each applicable wiring diagram.

B. EXAMINATION AND LUBRICATION SERVICE:

1. "Examination and Lubrication" service, as used in this contract shall consist of a regular monthly program of examination, lubrication, adjustments and cleaning of the elevators and related equipment listed in ATTACHMENT A which shall include:
  - a. Clean and lubricate the hoisting machine, hydraulic power unit, motor, controller, interlocks and limit switches.
  - b. Make minor adjustments, as required on the listed equipment during each scheduled examination.
  - c. Lubricate all bearings and guides.
  - d. Furnish all lubricants, hydraulic fluid, cleaning fluids, and wiping cloths.
  - e. Perform minor repairs which do not meet the criteria for major repairs (Section II.C.1) on a time and material basis. Contractor's employee must obtain Owner's verbal authorization to perform these repairs prior to proceeding.
  - f. Upon completing an examination and lubrication service, Contractor shall submit to the Owner, a completed checklist which shall reflect all of the specific actions and services performed by the Contractor's employees during that service. The checklist shall

provide sufficient room next to each item to allow the Contractor's employee to make any comments necessary, such as amount of fluid installed or adjustment made. Space shall be provided at the bottom of the form or as an attached sheet where the Contractor's employee shall report any condition which may require major repair as defined in this contract.

2. Within five days of the award of the contract, the Contractor shall begin routine examination and lubrication service on all elevators. A schedule shall be submitted to the Owner listing the anticipated dates each examination and lubrication service is to be performed for each elevator.
3. Within ten days of completion of the initial examination of the elevators in each building, and annually thereafter, the Contractor shall submit to the Owner a written report which shall identify the date service was performed and the following additional information:
  - a. A general statement of the condition of the equipment.
  - b. Specific recommendations for any major repairs or modifications which will enhance the operation of this equipment or which may be required by changes in safety standards cited above.
  - c. An estimate of cost on a time and material basis to accomplish the work recommended in b. above.

C. MAJOR REPAIRS:

1. For the purpose of this contract, a major repair is defined as a deficiency which is identified during regular examination and lubrication service that is estimated to require more than eight (8) manhours and/or \$200.00 in parts and materials to correct.
2. Contractor shall prepare and submit to the Owner, a written estimate of the manhours and materials which may be required to perform any major repairs. Major repairs may be made only with the Owner's written authorization.
3. The Owner reserves the right to make or obtain other repair cost estimates prior to authorizing the Contractor to proceed in order to comply with the requirement of State regulations to determine cost reasonableness. If the cost estimate is considered not to be reasonable, the Contractor will be asked to review his estimate and resubmit. If the revised estimate is still considered to be unreasonable, the Owner reserves the right to obtain the repairs from another source.
4. Any repair work performed by another vendor as provided in 3., above shall have a 90 day warranty. At the end of this period, Contractor shall resume responsibility for examination and lubrication of that piece of equipment.
5. Owner reserves the right to have a survey conducted of the condition of its elevators at any time during the period of the contract. This survey shall be conducted by the Owner's independent inspection contractor. Any deficiencies noted during such a survey shall be corrected by the Contractor within ten days of receipt of a written report from the inspection contractor. Any deficiencies which are determined by the Owner to be the result of the Contractor's failure to perform examination and lubrication services shall be corrected at no cost to the Owner. All other deficiencies shall be corrected on a time and materials basis.
6. Repairs necessitated by vandalism, accident or obsolescence of equipment shall be accomplished on a time and materials basis.

D. WORKING HOURS, ON CALL AND EMERGENCY REPAIRS:

1. Normal work hours for Virginia Military Institute are from 7:30 a.m. to 4:00 p.m., Monday through Friday, except holidays. All examination and lubrication service shall be performed during normal working hours.
2. In the event of an elevator failure or malfunction, the Contractor shall provide on call repair service within three hours of receiving the call.
3. Failure or malfunction of an elevator stuck between floors with people on board shall constitute an emergency and the contractor shall respond within one hour of receiving the call.
4. All emergency repairs shall be performed on a time and material basis.
5. On call and emergency repairs authorized by the Owner which occur after the normal hours of operation shall be accomplished at the overtime hourly rate. If regular time work must be carried over and the Contractor wishes to continue to work beyond the Owner's normal hours of operation, authorization for overtime work must be obtained from the Owner before proceeding.

E. CONTRACTOR'S GENERAL PROCEDURES:

1. The Contractor's employees shall be instructed that any time work is performed under this contract, they shall comply with the following procedures:
  - a. Check in and out with the maintenance supervisor at 540 464-7357. If work is to be performed on a time and material basis, the maintenance supervisor shall be provided a time card listing each employee expected to perform the work. The maintenance supervisor shall record the date(s) and time(s) Contractor's employees arrive and leave the building. Lunch breaks and other period of time away from the job site shall be accounted for on the time card.
  - b. If the elevator must be taken out of service to perform any work, the maintenance supervisor shall be provided with information as to how long the elevator is anticipated to be out of service and nature of the service or repairs to be performed.
  - c. Check in and out daily with the building maintenance supervisor, as described above, if repairs or service must be carried over.
  - d. Upon completion of the work, and prior to departure, submit to the building maintenance supervisor a copy of the work report form which shall include the following information:
    - (1) Name and address of Contractor.
    - (2) Name of Contractor's employee in charge of the work.

- (3) Date(s) and number of hours, by type of labor expended to perform the work. (These hours must agree with those recorded on the time card maintained by the maintenance supervisor.)
  - (4) Brief description of work performed.
  - (5) A list of materials used or parts replaced.
  - (6) Signature of Contractor's employee.
  - (7) Work report form shall have a statement that shall be signed by the Owner's representative that the manhours reported are accurate and that the work listed was performed.
2. Hours for work performed on a time and material basis under this contract shall be paid only for productive time on the job site. Time spent for transportation of workers, material acquisition, handling and delivery of Contractor owned or rental equipment and breaks for lunch or other time the employees are away from the job site is not chargeable.

F. INSPECTIONS:

1. A separate and independent Contractor (contracted for by the Owner) shall perform the routine and periodic inspections required in Part X of the ANSI/ASME A17.1 and Article 21 of the BOCA Codes (Uniform Statewide Building Code). All inspections shall be made in accordance with the procedures established in the ANSI/ASME A17.2 and recorded on the appropriate inspection and test checklist for each type of elevator.
2. A copy of the inspector's report shall be provided to the Contractor. Contractor shall, as soon as practical; but in no case more than ten days, correct all deficiencies noted on the inspection report. The correction of those deficiencies which constitute a safety hazard or potential safety hazard shall have priority over all other work performed under this contract. Such repairs are to be performed on a time and materials basis.\
3. Any elevator which has been determined to be unsafe to operate, either during an inspection, normal examination and lubrication service or daily operation, shall be immediately taken out of service and the unsafe condition repaired. The elevator shall not be placed back into service until the repair work and overall condition of the elevator has been determined to be safe by the Owner's inspection Contractor.

G. MATERIAL AND WORKMANSHIP:

1. All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer rebuilt parts may be authorized by the Owner on a case by case basis, provided, each part is warranted for the same period and under the same conditions as the new part. Use of used parts is strictly prohibited.
2. Contractor shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of equipment.
3. All parts and materials provided under this contract shall be provided at the Contractor's actual invoices cost.
4. All work performed under this contract shall be by properly trained and competent mechanics and shall be performed in a good workmanlike manner in accordance with the Codes and standards incorporated herein. Contractor's mechanics shall have a minimum of five years experience in the service and

repair of elevators of the type listed in ATTACHMENT A and shall be responsible at all times for the actions and work of assistants and helpers.

III. PRE-BID CONFERENCE:

An optional pre-bid conference will be held at 10 AM EST on 7 November 2001 at the Purchasing Office, 314 Smith Hall. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid, Bidders who intend to submit a bid are encouraged to attend. Any changes that may be agreed upon, as a result of this conference, will be noted in an addendum to the solicitation.

IV. GENERAL TERMS AND CONDITIONS:

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia 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 <http://www.vcu.edu/procurement> or a copy may be obtained by calling VMI Purchasing at (540) 464-7323.
- 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 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 Section 11-51 of the Virginia Public Procurement Act.

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, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or, regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every

subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By 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 the 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:
- (1) For Invitation For Bids: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
  - (2) For Request for Proposal: Failure to submit a proposal on the official state form provided for that purpose may be cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

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, §11-69*).

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.

- K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions 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 Purchasing Manual for Institutions of Higher Education and Their Vendors. 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 or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 11-46.3 and 65-800 et seq. of the *Code of Virginia*. The Bidder or Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on contractor's policy.
- B. Employers Liability - \$100,000.
- C. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability or Owner's and Contractor's Protective Liability.. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- D. Automobile Liability - \$500,000 - combined single limit (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services shown below:

| <u>Profession/<br/>Service</u>   | <u>Limits</u>                                 |
|--|---|
| Accounting   | \$1,000,000 occurrence, \$3,000,000 aggregate |
| Architecture   | \$2,000,000 occurrence, \$6,000,000 aggregate |
| Asbestos Design,<br>Inspection or<br>Abatement<br>Contractors  | \$1,000,000 occurrence, \$3,000,000 aggregate |
| Health Care<br>Practitioner<br>(to include Dentists,<br>Optometrists, Nurses,<br>Pharmacists, Doctors, etc.) | \$1,500,000 occurrence, \$3,000,000 aggregate |

|                               |   |
|-------------------------------|---|
| Insurance/<br>Risk Management | \$1,000,000 per occurrence, \$3,000,000 aggregate |
| Landscape/<br>Architecture    | \$500,000 occurrence, \$1,000,000 aggregate       |
| Legal                         | \$1,000,000 occurrence, \$5,000,000 aggregate     |
| Professional<br>Engineer      | \$2,000,000 occurrence, \$6,000,000 aggregate     |
| Surveying                     | \$100,000 occurrence, \$300,000 aggregate         |

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on VMI Purchasing Office website and building bulletin board 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 employee's; (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 forgoing 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 in accordance with this chapter, 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.

V. SPECIAL TERMS AND CONDITIONS:

A. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

B. SUPERINTENDENCE BY CONTRACTOR:

1. The Contractor shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract except where otherwise specified in the Contract Documents.

C. USE OF PREMISES AND REMOVAL OF DEBRIS: The Contractor expressly undertakes, either directly or through his subcontractors:

1. To comply with the regulations governing the operation of premises and to perform his contract in such a manner as to minimize interruption or interference with the operation of any existing activity on the premises or at the location of his work;

2. To 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 Owner's use of the facilities;
3. To 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 that at all times the site of the work shall present a neat, orderly and workmanship appearance.

D. PROTECTION OF PERSONS AND PROPERTY:

1. The Contractor expressly undertakes, both directly and through his Subcontractor(s), to take every precaution at all times for the protection of persons and property which may be affected by the Contractor's operation in connection with the Work.
2. The Contractor shall be 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 Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner.
5. In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act at his discretion, to prevent such threatened loss or injury. Also should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by paragraph O of the General Terms and Conditions.

E. 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 a clear title to all materials and supplies which he uses in the Work or for which he accepts payment in whole or in part.

F. WARRANTY:

1. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new and first class, or as otherwise authorized in Section II.G.1.
2. All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 90 days following date of installation. Should any defect be noted by the agency, the Purchasing Office shall notify the Contractor of such defect or nonconformance. Notification shall state either (1) that the Contractor shall replace or correct, or (2) the agency does not require replacement or correction. If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially installed. If the Contractor

fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

3. In any case, where in fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under contract, he shall restore such disturbed work to a condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other Contract.
4. The Contractor further warrants that all workmanship shall be first class and shall be performed by persons qualified at their respective trades. If the Contractor, upon completion of repairs performed on a time and material basis must be called back for the same problem, this call back and any subsequent call back shall be at the Contractor's expense.

- G. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surface resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- H. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, if the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- I. 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 his subcontractor(s) and shall assure compliance with all requirements of the contract.
- J. QUALIFICATION OF BIDDERS: **Bidders are requested to submit a completed Bidder's Data Sheet, ATTACHMENT B, with their bids.**
- K. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by bidder within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the bidder is required under Title 54, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than seventy thousand dollars (\$70,000), 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) and is not for electrical, plumbing and HVAC work, the Bidder is required to be licensed as a " CLASS C CONTRACTOR". 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 Section 54-139 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.

L. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for thirty (30) days. At the end of the thirty (30) 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 cancelled.

M. BID PRICES:

1. Bid shall be submitted in three (3) parts for the contract period as follows:

- a. Examination and Lubrication: Bidder shall submit a lump sum bid. Bids may be for any or all of the buildings listed in ATTACHMENT A.
- b. On Call and Major Repair Service: Bidder shall submit firm hourly rates for on call and major repair service. These rates shall include all travel, labor, tools, equipment, profit and overhead.
- c. Overtime Repairs: Bidder shall submit firm hourly rates for authorized overtime work. These rates shall include all travel, labor, tools, equipment, profit and overhead.

2. Parts and materials shall be provided at the Contractor's actual invoiced cost.

N. AWARD: The purchasing office will make the award(s) to the lowest responsive and responsible bidder for the three (3) pricing components described in Section N, Bid Prices, as determined by the procedures explained in Section P, Bid Evaluation Procedures. The Owner reserves the right to make awards on an individual building basis or any combination thereof to one or more Bidders when such award is in the best interest of the Owner. Due consideration will be given to price, quality as judged by tests and previous experience, and the ability of the bidder to render required services. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The purchasing office also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

O. BID EVALUATION PROCEDURES:

Bids shall be evaluated on the basis of the fixed lump sum price for the examination and lubrication service and the fixed hourly rates for on call and major repairs and overtime hourly rates indicated by the contractor in Section VII, Pricing Schedule. The low bidder shall be determined using the following hypothetical scenario:

During the contract period the Contractor provides examination and lubrication service as specified in the contract but must perform repairs using 100 hours of each type of labor in regular time and 10 hours of each type of

labor in overtime. **BIDDER DO NOT FILL IN THE BLANK SPACES.**

This example is only intended to illustrate the evaluation procedure to be used.

| BUILDING NUMBER (or NAME):                                | <u>BLDG 1</u> | <u>BLDG 2</u> | <u>BLDG 3</u> |
|---|---------------|---------------|---------------|
| MONTHLY EXAMINATION AND LUBRICATION SERVICE (X 12 MONTHS) | \$ _____      | \$ _____      | \$ _____      |
| 100 hours elevator Mechanic at \$ _____/hr:               | \$ _____      | \$ _____      | \$ _____      |
| 100 hours Assistant/Helper at \$ _____/hr:                | \$ _____      | \$ _____      | \$ _____      |
| 10 hours elevator Mechanic overtime at \$ _____/hr:       | \$ _____      | \$ _____      | \$ _____      |
| 10 hours Assistant/Helper overtime at \$ _____/hr:        | \$ _____      | \$ _____      | \$ _____      |
| Totals:   | \$ _____      | \$ _____      | \$ _____      |
| Total Cost of Contract Period:                            | \$ _____      |               |               |

- P. 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.
- Q. EXTENSION OF CONTRACT: This contract may be extended by the purchasing agency for a period of three successive one-year periods only under the terms and conditions of the original contract except as stated in 1. and 2. below. Written notice shall be given approximately ninety (90) days prior to the expiration date of each contract period.
1. If the purchasing agency elects to exercise the option to extend the contract for an additional one-year period, the contract price(s) for the additional one year shall be 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 (12) months for which statistics are available.
  2. If during any subsequent renewal periods the purchasing agency elects to exercise the option to extend the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the current renewal period increased/decreased by more than the percentage increase/decrease of the "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.

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

|                       |            |       |
|-----------------------|------------|-------|
| From: _____           | _____      | _____ |
| Name of Offeror       | Due Date   | Time  |
| _____                 | _____      | _____ |
| Street or Box Number  | IFB Number |       |
| _____                 | _____      | _____ |
| City, State, Zip Code | IFB Title  |       |

Name of Contractor/Purchase Officer of Buyer: Major Jerry E. Ruley

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.

VI. METHOD OF PAYMENT:

- A. EXAMINATION AND LUBRICATION SERVICE: Payment for examination and lubrication service shall be on a monthly basis. Contractor shall submit an invoice on or about the tenth of the month following the first month the contract is in force.
- B. ON CALL AND MAJOR REPAIR SERVICE: The contractor shall provide on call, major repair and overtime service when requested and shall submit a separate invoice for payment for each occurrence not later than the tenth of the month following the month in which the service was performed. The invoice shall list the dates and charges for labor and materials for the previous month. A copy of the work report form(s) with the information required in Section II.E.1.d, and a copy of all paid invoices for parts and materials shall be attached to the invoice.
- C. EMERGENCY REPAIRS: Emergency repairs shall be invoices and paid in the same manner as on call and major repairs.

VII. PRICING SCHEDULE:

- A. EXAMINATION AND LUBRICATION: Bidder agrees to furnish all labor, materials, equipment and supplies to provide elevator examination and lubrication service for the elevators in the following buildings at the following prices. Additional elevators may be added to VMI buildings during the term of this contract. Owner and Contractor shall negotiate a fixed price to add such new elevators to the terms of this contract.

|                |                          |                |
|----------------|--------------------------|----------------|
| Building Name: | Lejeune Hall             | \$ _____/month |
|                | Moody Hall               | \$ _____/month |
|                | Mallory Hall             | \$ _____/month |
|                | Smith Hall               | \$ _____/month |
|                | Preston Library          | \$ _____/month |
|                | Nichols Hall             | \$ _____/month |
|                | Scott-Shipp              | \$ _____/month |
|                | Clarkson-McKenna         | \$ _____/month |
|                | Richardson               | \$ _____/month |
|                | Crozet Hall              | \$ _____/month |
|                | Carroll Hall             | \$ _____/month |
|                | Cameron Hall             | \$ _____/month |
|                | Marshall Library         | \$ _____/month |
|                | New Science Bldg         | \$ _____/month |
|                | New In-Fill Bldg         | \$ _____/month |
|                | Neikirk Hall             | \$ _____/month |
|                | TOTAL FOR ALL BUILDINGS: | \$ _____/month |

- B. ON CALL AND MAJOR REPAIRS: Bidder agrees to furnish major repair service at the following labor hour rates:

Elevator Mechanic: \$ \_\_\_\_\_/hour  
 Assistant/Helper Mechanic: \$ \_\_\_\_\_hour

- C. OVERTIME LABOR: Bidder agrees to furnish overtime services at the following labor hour rates:

Elevator Mechanic: \$ \_\_\_\_\_/hour  
 Assistant/Helper Mechanic: \$ \_\_\_\_\_/hour

- D. Parts and materials used to perform on call and major repairs shall be provided at the Contractor's actual paid invoiced cost.

VIII. OTHER ATTACHMENTS:

ATTACHMENT A Schedule of Elevators

ATTACHMENT B Bidder Data Sheet

**ATTACHMENT A  
SCHEDULE OF ELEVATORS**

| <u>Name of BUILDING</u> | <u>ELEVATORS</u> | <u>TYPE</u>                            | <u>MAKE</u>        | <u>No. of LANDINGS</u> | <u>Max (LB.)No. of WEIGHT CAR</u> | <u>Size of CABLES</u> | <u>Year CABLES</u> | <u>INSTALLED</u> | <u>Elevator Speed FLOOR FOR FLOOR</u> |
|-------------------------|------------------|--|--------------------|------------------------|-----------------------------------|-----------------------|--------------------|------------------|---------------------------------------|
| Lejeune                 | 1                | Pass geared Traction                   | Dominion           | 4                      | 3000                              | 5                     | 5/8                | 1966             | 15 seconds                            |
| Moody                   | 1                | Pass Hydraulic                         | Otis               | 3                      | 3500                              | HYD                   | -----              | 1969             | 14 seconds                            |
| Smith                   | 1                | Pass Geared Traction                   | Westbrook          | 4                      | 1200                              | 4                     | 5/8                | 1963             | 12 seconds                            |
| Preston                 | 2                | Pass Geared Traction<br>Pass Hydraulic | Westbrook<br>Dover | 5<br>7                 | 2500<br>2500                      | 5<br>HYD              | 3/4<br>---         | 1972<br>1996     | 12 seconds<br>7 seconds               |
| Nichols                 | 1                | Pass Geared                            | Salem              | 5                      | 1200                              | 3                     | 5/8                | 1959             | 12 seconds                            |
| Scott Shipp             | 1                | Pass Hydraulic                         | Thyssen-Dover      |                        | 2500                              |                       |                    | 2000             | 10 seconds                            |
| Richardson              | 1                | Laundry Lift                           | Capital            | 2                      | 100                               | 2                     | 1/2                | In the 60's      | 17 seconds                            |
| Crozet                  | 1                | Freight Geared                         | Salem              | 3                      | 2000                              | 4                     | 5/8                | 1934             | 12 seconds                            |
| Cameron                 | 1                | Pass Hydraulic                         | United States      | 2                      | 2500                              | HYD                   | -----              | 1981             | 7 seconds                             |
| Marshall                | 1                | Freight                                | Westbrook          | 3                      | 2500                              | HYD                   | -----              | 1964             | 18 seconds                            |
| New Science Bldg.       | 1                | Pass Hydraulic                         | Dover              | 4                      | 2500                              | HYD                   | -----              | 1988             | 10 seconds                            |
| Clarkson-McKenna        | 1                | Pass Hydraulic                         | United States      | 4                      | 2500                              | HYD                   | -----              | 1988             | 12 seconds                            |
| Carroll                 | 1                | Pass Hydraulic                         | Dover              | 3                      | 2500                              | HYD                   | -----              | 1996             | 7 seconds                             |
| In-Fill Building        | 1                | Electric                               | Dover              | 4                      | 5000                              | 6                     | 3/4                | 1994             | 7 seconds                             |
| Maury-Brooke            | 1                | Pass Hydraulic                         | Dover              | 4                      | 2500                              | HYD                   | -----              | 1995             | 7 seconds                             |
| Neikirk Hall            | 1                | Pass Hydraulic                         | Otis               | 3                      | 2500                              | HYD                   |                    | 1999             | 125 ft per min                        |

**ATTACHMENT B**

**IFB V211-02-054**

**CONTRACTOR DATA SHEET (To Be Completed By Bidder)**

1. QUALIFICATIONS OF BIDDER

The bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS

Indicate the length of time you have been in business providing this type of service.

\_\_\_\_\_ Years    \_\_\_\_\_ Months

3. REFERENCES

Provide a list of at least four (4) customers for whom you have done similar work in the past two (2) years.

A.    Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
      Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

B.    Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
      Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

C.    Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
      Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

D.    Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
      Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

4. Personnel: Bidder shall provide the names of the inspectors who are to be used under the Contract with the inspectors' detailed employment history for the past six years including names and addresses of previous companies. Contractor shall also provide each inspector's certification date and issuing agency. If appropriate, also indicate your plans to increase your staff with qualified personnel if necessary to meet contract obligations.