PROJECT MANUAL
Bid Documents
Specifications

IMPROVE KENTLAND FACILITIES

APPLIED REPRODUCTION FACILITY (APR)
BOVINE EXTENSION TEACHING & RESEARCH FACILITY (BETR)
METABOLIC RESEARCH LABORATORY (MRL)

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
BLACKSBURG, VIRGINIA
State Project No. 229-17830-000

VOLUME I OF 1
BIDDING INFORMATION

October 19, 2017

SPECTRUM DESIGN
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Project No. 13103
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INVITATION FOR BIDS IFB # VT-229-17830-001

Virginia Tech – Improve Kentland Facilities

Sealed bids are invited for the construction of the Improve Kentland Facilities project located on/near the Virginia Tech campus in Blacksburg, VA.

The project is generally described as:

Construction of three agricultural research facilities. The Applied Reproduction Facility (APR) is an approximately 4,500 SF open-air agricultural facility located on the Virginia Tech Campus. Site preparation for the APR has been performed under separate contract. The Bovine Extension Teaching and Research Facility (BETR) is a 4,820 square foot extension teaching and research building with 6,900 square feet of covered open air demonstration area. The BETR is located on Plantation Road. The Metabolism Research Laboratory (MRL) is a 12,100 square foot research facility containing BSL2 level laboratory and manure storage tanks. The MRL is located on the Kentland Farm.

Sealed bids will be received at the University Design and Construction (UDC) office, 90 Sterrett Facilities Complex, 230 Sterrett Drive, Blacksburg, VA 24061. The deadline for submitting bids is 2:00 P.M. sharp, as determined by the Bid Officer, on November 28, 2017.

The bids will be opened publicly and read aloud beginning at 2:00 P.M., on November 29, 2017 at the Sterrett Facilities Complex Conference Room 41H. A Bid Bond is required.

eVA Vendor Registration: The bidder or offeror shall be a registered vendor in eVA – information can be found at https://eva.virginia.gov/pages/eva-i-sell-to-virginia.htm.

GCPay: Contract payments shall be made through GCPay. Go to www.dgs.virginia.gov/deb to see the fee schedule and go www.gcpay.com to see the instructions on how to process pay applications.

Procedures for submitting a bid, claiming an error, withdrawal of bids and other pertinent information are contained in the Instructions to Bidders, which is part of the Invitation for Bids. Withdrawal due to error in bid shall be permitted in accord with Section 9 of the Instructions to Bidders and § 2.2-4330, Code of Virginia. The Owner reserves the right to reject any or all bids.

A pre-bid conference will be held at the Sterrett Facilities Complex Classroom on November 2, 2017 at 1:00 P.M. Attendance shall be optional for those submitting a bid. Pre-bid conference attendees should obtain a Virginia Tech parking permit for display on your vehicle prior to attending the conference. Parking permits are available from the Virginia Tech Parking Services Department located at 455 Tech Center Drive, phone: (540) 231-3200, email: parking@vt.edu.

The contract shall be awarded on a lump sum basis as follows: the Total Base Bid Amount including any properly submitted and received bid modifications plus such successive Additive Bid Items as the Owner in his discretion decides to award in the manner set forth in Paragraph 12 of the Instructions to Bidders. ‘Notice of Award’ or ‘Notice of Intent to Award’ will be posted on eVA, Virginia Department of General Services’ central electronic procurement website, at https://eva.virginia.gov.

Contractor registration is required in accordance with Section 54.1-1103 of the Code of Virginia. See the Invitation for Bids for additional qualification requirements.

Project information, including the drawings and the specifications, may be accessed at:

Shortcut link: https://records.facilities.vt.edu/weblink8
Shortcut User Id : IKF2
Password: K3m@@m3K
INSTRUCTIONS TO BIDDERS

The Invitation For Bids (IFB) consists of the Notice, this Instructions To Bidders, the Bid Form, the Pre-Bid Question Form, the General Conditions of the Construction Contract, the Supplemental General Conditions (if any), the Special Conditions (if any), the Forms to be used, and the Scope of Work as described by the Plans and Specifications, other documents listed in the Specifications, and any addenda which may be issued, all of which request qualified bidders to submit competitive prices or bids for providing the described work on the project.

eVA Vendor Registration: The bidder or offeror shall be a registered vendor in eVA. See the attached eVA Vendor Registration Requirements.

1. CONDITIONS AT SITE OR STRUCTURE: Bidders shall visit the site and shall be responsible for ascertaining pertinent local conditions such as location, accessibility, general character of the site or building, and the character and extent of existing conditions, improvements or work within or adjacent to the site. Claims, as a result of failure to have done so, will not be considered by the Owner. See Section 7 of the General Conditions entitled "Conditions at Site."

2. EXPLANATIONS TO BIDDERS: No oral explanation in regard to the meaning of drawings and specifications will be made and no oral instructions will be given before the award of the contract. The Owner shall not be responsible for any conclusions, assumptions or interpretations made by bidders during the preparation of bids that are contrary to the drawings and specifications and their clear intent. Discrepancies, conflicts, errors, omissions or doubts as to the meaning of drawings and specifications shall be communicated in writing to the Architect / Engineer for interpretation. Bidders must use the "Prebid Question Form" provided in the bid documents. Bidders must act to assure that questions reach the Architect/Engineer at least six (6) days prior to the time set for the receipt of bids to allow a sufficient time for an addendum to reach all bidders before the submission of their bids. If, however, there are two (2) weeks or less between the first bid advertisement and the time set for receipt of bids, then bidders must submit questions so that they reach the A/E no later than three (3) days prior to the time set for receipt of bids. Any interpretation made will be in the form of an addendum to the specifications which will be forwarded to all bidders, and its receipt shall be acknowledged by the bidder on Bid Forms. If such discrepancies, conflicts, errors, omissions or doubts are reasonably apparent or should have been reasonably apparent to the bidder, and the bidder failed to submit questions to the A/E in the time and manner required herein and the Contract is awarded to the bidder, then any claims shall be deemed waived and the bidder shall not be entitled to additional compensation or time, or entitled to sue the Owner based on such discrepancies, conflicts, errors, omissions, or doubts.

3. TIME FOR COMPLETION:

(a) "Time for Completion" shall be designated by the Owner on the Invitation for Bids or other prebid documents and shall mean the number of consecutive calendar days following the issuance of the Notice to Proceed which the Contractor has to substantially complete all Work required by the Contract. In some instances, the Time for Completion may be stated in the form of a Contract Completion Date based on a stipulated date of Notice to Proceed. Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion.

(b) When the Notice to Proceed is issued, it will state a Contract Completion Date, which has been set by the Owner based on date of the Notice to Proceed and the Time for Completion.
(c) The Contractor, in preparing and submitting his bid, is required to take into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather conditions which might be anticipated, (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, including the U.S. Department of Commerce, Local Climatological Data Sheets, Oceanic and Atmospheric Administration/Environmental Data and Information Service, National Climatic Center and the National Weather Service. The data sheets to be used shall be for the locality or localities closest to the site of the work. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Owner as indicated in the General Conditions.

(d) If the Owner designates the public historical climatological records to be used, the bidder shall use those records in computing bids. If the Owner requests each bidder to indicate the records used, each bidder may select the public historical climatological records upon which he will rely in computing his bid. In the latter situation, each bidder shall designate in the space provided which of such climatological data records he used when formulating his bid. A bidder's failure to designate climatological records when submitting a bid shall not disqualify his bid, but shall constitute a waiver of the right to claim any extension of time as the result of abnormal weather. In either case, the bid submitted and the time of completion shall be presumed to have been based upon normal weather derived from the climatological records used.

4. PREPARATION AND SUBMISSION OF BIDS:

(a) Bids shall be submitted on the forms furnished, or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Owner as being incomplete or nonresponsive.

(b) Each bid must give the complete legal name and full business address of the bidder and be signed by the bidder, or the bidder's authorized representative, with his usual signature. Bids by partnerships must be signed in the partnership name by one of the general partners of the partnership or an authorized representative, followed by the designation/title of the person signing, and a list of the partners. Bids by joint ventures must be signed in the joint venture name by one of the joint venturers or an authorized representative of one of the joint venturers, followed by the designation/title of the person signing, and a list of the joint venturers. Bids by corporations must be signed with the legal name of the corporation followed by the name of the state in which it is incorporated and by the signature and title of the person authorized to bind it in this matter. The name of each person signing shall be typed or printed below the signature. A signature on a bid by a person who identifies his title as "President," "Secretary," "Agent" or other designation without disclosing the principal firm, shall be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Trade or fictitious names may be referenced by using "t/a _ _ _," but bids shall be in the legal name of the person or entity submitting the bid.

(c) Bids with the bid guarantee shall be enclosed in a sealed envelope which shall be marked and addressed as indicated by the advertisement. If a contract is for one hundred twenty thousand dollars ($120,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is seven hundred fifty
thousand dollars ($750,000) or more, the bidder is required under Title 54.1, Chapter 11, Section 1100, Code of Virginia, as amended, to be licensed in Virginia as a "Class A Contractor." If a contract is for ten thousand dollars ($10,000) or more, but less than one hundred twenty thousand dollars ($120,000), or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is one hundred fifty thousand dollars ($150,000) or more, but less than seven hundred fifty thousand dollars ($750,000), the bidder is required to be licensed in Virginia as a "Class B 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 and insert his Contractor license/registration number:

    Licensed Class A Virginia Contractor No. ______________

or

    Licensed Class B Virginia Contractor No. ______________

If the bidder is not properly licensed in Virginia at the time the bid is submitted, or if the bidder fails to provide this information on his bid or on the envelope containing the bid and fails to promptly provide said Contractor license number to the Owner in writing when requested to do so before the opening of bids, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia, as amended, and his bid will not be considered.

(d) The Board for Contractors has interpreted its regulations to mean "a licensed Contractor can bid on a contract which contains work outside his license classification(s) as long as he subcontracts those items for which he is not qualified to perform to licensed contractors with the appropriate License Classification and the work of the second party is incidental to the contract." Therefore, the Owner may, as a part of determining whether the bidder is "responsible," require the apparent low bidder to submit a listing of his subcontractors along with the license number and classification or specialty of each.

(e) The bidder must also place its Employer Identification Number (SSN or FEIN) in the space provided on the Bid Form.

(f) Every bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 must include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 must include in its bid a statement describing why the bidder or offeror is not required to be so authorized. A bidder required to be authorized to transact business in Virginia that fails to provide the required information shall not receive an award unless a waiver of this requirement and of any administrative policies and procedures established to implement Section 2.2-4311.2 of the Code of Virginia, as amended, is granted by the chief executive of the Owner.

If awarded the Contract, the bidder shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. Doing so shall be deemed to be a violation of Section 2.2-4311.2 and the bidder understands and agrees that the Owner may void the Contract if the bidder fails to comply with this provision.
5. **BID GUARANTEE:**

(a) Any bid (including the Total Base Bid plus all Additive Bid Items) which exceeds five hundred thousand dollars ($500,000) shall be accompanied by a Commonwealth of Virginia Standard Bid Bond, Form CO-10.2, payable to the Owner as obligee in an amount equal to five percent (5%) of the amount of the bid. For construction contracts in excess of $100,000 but less than $500,000, where bid bond requirements are waived, prospective contractors shall be prequalified in accordance with §2.2-4317. A Bid Bond may be required for projects having bids of less than five hundred thousand dollars ($500,000) if such requirement is stated in the Notice of Invitation for Bids. The Bid Bond must be issued by a surety company which is legally authorized by the Virginia State Corporation Commission to do surety business in the Commonwealth of Virginia. Such Bid Bond shall guarantee that the bidder will not withdraw his bid during the period of ninety (90) days following the opening of bids; that if his bid is accepted, he will enter into a formal contract with the Owner in accordance with the Contract Between Owner and Contractor, Form CO-9, included as a part of the IFB Documents; that he will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms included in the IFB documents; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and give said bonds within ten (10) days after he has received notice of acceptance of his bid, the bidder shall be liable to the Owner for the difference between the amount specified in said bid and such larger amount for which the Owner may contract with another party to perform the work covered by said bid, up to the amount of the bid guarantee. This amount represents the damage to the Owner on account of the default of the bidder in any particular hereof. See §2.2-4336 of the Code of Virginia, as amended.

(b) See § 2.2-4338 of the Code of Virginia for provisions allowing alternative forms of bid security in lieu of a Bid Bond. Forms of Security listed in § 2.2-4338.B must be approved prior to submission of a Bid on the Bid Receipt date and time to be acceptable as Bid Security.

(c) The Bid Bonds or other bid security will be returned to all except the three lowest bidders after the formal opening of bids. The remaining Bid Bonds or bid security will be returned to the bidders after the Owner and the accepted bidder have executed the Contract and the Performance Bond and the Payment Bond have been approved by the Owner.

(d) If the required Contract and bonds have not been executed within thirty (30) days after the date of the opening of the bids, then the bond or other bid security of any bidder will be returned upon his request, provided he has not been notified of the acceptance of his bid prior to the date of such request.

6. **WITHDRAWAL OR MODIFICATION OF BIDS:** Bids may be withdrawn or modified by written or telefaxed notice received at the designated location from bidders prior to the deadline fixed for bid receipt. E-mail modifications are not acceptable. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him on the face of the bid. Written modifications may be made on the bid form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications, whether the original is delivered or telefaxed, must be signed by the person making the modification or withdrawal. The modification must state specifically what is to be modified and by what amount or it must state the item to be modified and what the corrected amount should be. (e.g. “Deduct $25,000 from Part A and from the Total Base Bid Amount”; or “Add $23,456 to the Total Base Bid Amount”; or “Deduct $15,650 from the Additive # 2 amount”. A modification to “Deduct $25,000 from Part A” will only be applied to Part A and not to the Total Base Bid Amount) **Unless otherwise specified by the Bidder in the modification, the modification will be applied to the TOTAL BASE BID AMOUNT shown on the Bid Form.** (e.g. a modification stating only “Deduct $25,000” which is properly signed will be deducted from the Total Base Bid Amount shown on the Bid Form)
7. RECEIPT OF BIDS:

(a) Bids will be received at or before the date and the hour and at the place stipulated in the Invitation for Bids as may be modified by subsequent Addenda.

(b) It is the responsibility of the bidder to assure that his bid and any bid modifications are delivered to the place designated for receipt of bids by the date and hour (deadline) set for receipt of bids. Therefore, it is the bidder’s responsibility to take into account all factors which may impact on its bid deliverer / courier’s ability to deliver the bid and to implement whatever actions are necessary to have the bid delivered to the proper bid receipt location prior to the bid receipt deadline. No bids or bid modifications submitted or offered after the date and hour designated for receipt of bids will be accepted or considered.

(c) The Bid Officer is the Owner's representative designated to receive bids at the time and place noted in the IFB and to open the bids received at the appointed time.

(d) The official time used for the receipt of responses is determined by reference to the clock designated by the Bid Officer. The Bid Officer shall determine when the Bid Receipt Deadline has arrived and shall announce that the Deadline has arrived and that no further bids or bid modifications will be accepted. All bids and bid modifications in the possession of the Bid Officer and his assistants at the time the announcement is completed are deemed to be timely, whether or not the bid envelope has been physically date/time stamped or otherwise marked by the time the Bid Officer makes the deadline announcement.

(e) In the event the bid receipt occurs during a period of suspended state business operations, the receipt and opening will be delayed one business day.

8. OPENING OF BIDS:

(a) Bids will be opened at the time and place stated in the Invitation for Bids or as modified by subsequent Addenda, and their contents publicly announced. The Bid Officer shall decide when the specified time for bid opening has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified. Bid opening shall be no sooner than 24 hours after the time set for receipt of bids.

(b) The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspections of bids received.

(c) In the event the bid opening occurs during a period of suspended state business operations, the opening will be delayed until the next business day.

9. ERRORS IN BIDS: A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

In accordance with § 2.2-4330.B.(ii) of the Code of Virginia, the bidder must submit to the Owner his original work papers, documents and materials used in the preparation of the bid within one day after the date fixed for submission of bids. Such work papers must be submitted in an envelope or package separate and apart from the envelope containing the bid and marked clearly as to the
contents and shall be delivered to the Owner by the bidder in person or by registered mail prior to the time fixed for the opening of bids and may not be withdrawn until after the two-hour period (referred to later) has elapsed. The bids shall be opened at the time designated in the IFB, as amended by addendum. Bid opening is usually one day following the time fixed by the Owner for the submission of bids, but no sooner. Once the bids have been opened, the bidder shall have two (2) hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. The Contract shall not be awarded by the Owner until such two-hour period has elapsed. Such mistake shall be proved only from the original work papers, documents and materials delivered to the Owner prior to bid opening. This procedure (ii) shall not apply to when the entire bid is required to be submitted on a unit price basis.

Failure of a bidder to submit his original work papers, documents and materials used in the preparation of his bid on or before the time, date and place required shall constitute a waiver by that bidder of his right to withdraw his bid due to a mistake.

No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five (5%) percent.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the Owner in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder without such approval.

If a bid is withdrawn under authority of this section, the lowest remaining bid shall be deemed to be the low bidder on the project.

10. REJECTION OF BIDS: The Owner reserves the right to cancel the Invitation for Bids, to reject any and all bids at its sole discretion when such rejection is in the interest of the Owner, or to reject the bid of any bidder who is determined to be not responsive or not responsible. See § 2.2-4319, Code of Virginia, as amended.

11. DETERMINATION OF RESPONSIBILITY

Each bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications and financial ability to carry out the terms of the Contract.

Prior to award of the Contract, an evaluation will be made to determine if the low bidder has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required. Factors to be evaluated include, but are not limited to:

(a) sufficient financial ability to perform the contract as evidenced by the bidder's ability to obtain payment and performance bonds from an acceptable surety;
(b) appropriate experience to perform the Work described in the bid documents;
(c) any judgments entered against the bidder, or any officers, directors, partners or owners for breach of a contract for construction;
(d) any substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause where the substantial noncompliance is documented; or
(e) a conviction of the bidder or any officer, director, partner, project manager, procurement manager, chief financial officer, or owner in the last five years of a crime relating to
governmental or nongovernmental construction or contracting;
(f) any current debarment of the contractor, any officer, director or owner, from bidding or 
contracting by any public body of any state, any state agency, or any agency of the federal 
government.

The Owner reserves the right to disqualify or refuse to accept the bid of any bidder who has been 
convicted, or entered a plea of guilty or nolo contendere, in any federal or state court to any charge 
involving any unlawful, corrupt or collusive practice involving a public contract whether federal, 
state, or local, or who has been determined in any judicial proceeding to have violated any antitrust, 
bid-rigging or collusive practice statute in connection with any public contract, or against whom 
such formal criminal prosecution or other judicial proceeding has been initiated.

A bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder 
shall be notified in writing in conformance with the procedures in §2.2-4359 of the Code of 
Virginia, as amended.

12. AWARD OF CONTRACT

(a) Basis for Contract Award: The Contract, if awarded, will be awarded to the lowest responsive 
and responsible bidder, if any, provided his bid is reasonable and it is in the best interest of the 
Owner to accept it and subject to the Owner's right to reject any and all bids and to waive 
informality in the bids and in the bidding. The Bid Form contains a multi-part Base Bid and 
may contain Additive Bid Items. Determination of the lowest responsible bidder, if any, will be 
based on the Total Base Bid Amount entered on the Bid Form including any properly 
submitted bid modifications plus as many Additive Bid Items taken in sequence as the Owner 
in its discretion chooses to Award. Where the sum of the values entered in the multiple 
parts do not agree with the Total Base Bid amount, the Total Base Bid amount entered on 
the bid form, including any properly submitted bid modifications, shall take precedence.

In the event that the Total Base Bid from the lowest responsible bidder exceeds available funds, 
the Owner may negotiate the Total Base Bid amount with the apparent low bidder to obtain a 
contract price within available funds, pursuant to § 2.2-4318 of the Code of Virginia, as 
amended, and Section 12(c) herein.

(b) Informalities: The Owner reserves the right to waive any informality in the bids when such 
waiver is in the interest of the Owner.

(c) Negotiation With Lowest Responsible Bidder: If award of a contract to the lowest responsive 
and responsible bidder is precluded because of limitations on available funds, under the 
provisions of § 2.2-4318 of the Code of Virginia (the Public Procurement Act), the Owner 
reserves the right to negotiate the Total Base Bid amount with the lowest responsive, 
responsible bidder to obtain a contract price within the available funds. This may involve 
changes in either the features or scope of the work include in the Base Bid. Such negotiations 
with the apparent low bidder may include reducing the quantity, quality, or other cost saving 
mechanisms involving items in the Total Base Bid. Negotiations for Additive Bid Items are 
excluded. The Owner shall notify the lowest responsive and responsible bidder that such a 
situation exists and the Owner and bidder shall then conduct their negotiations in person, by 
mail, by telephone or by any means they find convenient. If an acceptable contract can be 
negotiated, the changes to the Invitation for Bid documents agreed upon in the negotiations 
shall be summarized in a "Post Bid Modification" and included in the contract. If an acceptable 
contract cannot be negotiated, the Owner shall terminate negotiations and reject all bids.

(d) Notice of Intent to Award or Notice of Award: The Notice of Award or the Notice of Intent 
to Award will be posted at the Agency’s standard location for posting notices as shown on the
“Notice of Invitation to Bid”. In addition the Agency may also post such notice on the Agency’s Website and/or the DGS central electronic procurement Website. Any bidder or offeror who desires to protest the award or decision to award a contract shall submit the protest in writing to the public body no later than ten days after the posting of the Notice of Award or Notice of Intent to Award, whichever comes first (§ 2.2-4360).

13. **CONTRACT SECURITY**: For contracts which exceed five hundred thousand dollars ($500,000), the Standard Performance Bond (Form CO-10) and the Standard Labor and Material Payment Bond (Form CO-10.1) shall be required, as specified in the Invitation for Bids documents. For construction contracts in excess of $100,000 but less than $500,000, where bid bond requirements are waived, prospective contractors shall be prequalified in accordance with §2.2-4317. See the General Conditions and §2.2-4337 and §2.2-4338 of the Code of Virginia, as amended. The Owner reserves the right to require such bonds for contracts less than five hundred thousand dollars ($500,000). If the Owner so elects, the requirement shall be set forth in the Invitation For Bids.

14. **CERTIFICATION**: The bidder, by his signature on the Bid Form, certifies that neither his organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government. See the statement "Disqualification of Contractors" in the Bid Form.

15. **ETHICS IN PUBLIC CONTRACTING**: The provisions, requirements and prohibitions as contained in Title 2.2, Chapter 43, Article 6, §2.2-4367 et seq., Code of Virginia, as amended, pertaining to bidders, offerers, contractors, and subcontractors are applicable to this project.

16. **BUILDING PERMITS**: Because this is a Project of the Commonwealth of Virginia, codes or zoning ordinances of local political subdivisions do not apply. However, the Virginia Uniform Statewide Building Code shall apply to the Work and shall be administered by the Building Official for State-owned Buildings. The Building Permit will be obtained and paid for by the Owner. All other permits, local license fees, business fees, taxes, or similar assessments imposed by the appropriate political subdivision shall be obtained and paid for by the Contractor. See Section 25 of the General Conditions for utility connection fees and services.

17. **UTILIZATION OF SMALL BUSINESSES**: It is the policy of the Commonwealth of Virginia to maximize the participation of small businesses in state contracting. The participation of these businesses directly and through partnerships, joint ventures, subcontracts and other contractual opportunities may be encouraged by stating the Owner’s requirements (if applicable) on the Bid Form. Bidders shall provide a small business procurement plan in conjunction with their sealed bid. The small business procurement plan is the bidder’s proposed percentage of participation by small businesses in the overall total base bid amount, and is indicated on the Bid Form. An entry on the line for “Contractor’s Proposed Small Business Participation” is required for the bid to be considered responsive. If the bidder is a DSBSD certified small business, the proposed percentage of small business participation shall be entered as 100%. A bidder may enter a proposed percentage of small business participation of 0% and be considered responsive unless the Bid Form states the Owner’s required percentage of small business participation, in which case the bidder shall enter a percentage equal to or greater than the Owner’s required small business participation percentage in order to be considered responsive.

18. **BID DOCUMENTS**: Bid Documents are the property of the Owner and a deposit in an amount as stated in the Invitation for Bids is required for each paper set or for each set provided on removable electronic media as a guarantee of the safe return of the documents within ten (10) days of bid opening. This deposit will be refunded in full on not more than two paper sets or sets provided on removable electronic media to each bidder who submits a prime contract bid and who returns the documents in good condition. Refund will be made on paper sets and sets provided on removable electronic media.
electronic media to non-bidders and subcontractors in the amount of half of the deposit when the sets are returned in good condition within 10 days. A deposit is not required for downloading of electronic construction documents through an FTP site. A non-refundable shipping charge may be required for paper sets or sets provided on removable electronic media if stated in the Notice or the Invitation For Bids.

19. **GENERAL CONDITIONS:** The General Conditions of the Construction Contract, DGS 30-054 CO-7, are incorporated in the bid documents. If the General Conditions are incorporated by reference, the bidder may obtain a copy of the current edition of the General Conditions of the Construction Contract, DGS 30-054 CO-7 at no cost by written request to the A/E and/or the Agency where the bid documents are obtained. Copies may also be obtained from the DGS Forms Center (http://forms.dgs.virginia.gov).

20. **PREBID CONFERENCE:** See the Invitation For Bids for requirements for a prebid conference and whether such conference is mandatory or optional.

21. **INSPECTION OF BID DOCUMENTS:** Copies of the Invitation for Bids documents including Plans and Specifications and the General Conditions of the Construction Contract, DGS 30-054 CO-7, current edition, will be available for inspection at the Agency, at the A/E's office, and at the locations listed in the Notice of the Invitation for Bids.

22. **DRUG-FREE WORKPLACE REQUIRED:** Bidders are reminded that Section 2.2-4312 of the Code of Virginia requires that during the performance of the contract resulting from this solicitation, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this solicitation, 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. Paragraphs which have been added or revised since prior edition are identified with a line to the right of the paragraph.

**NOTE:** These CO-7A, Instructions to Bidders, have been created specifically for the use of agencies of the Commonwealth of Virginia, which may not alter their provisions without the express written approval of the Virginia Department of General Services, Division of Engineering and Buildings. These Instructions to Bidders have significant legal implications and shall not be altered or modified. Nothing in the CO-7A, Instructions to Bidders, shall be amended or deleted or its intent changed, except by an approved and properly issued ‘Supplemental Instruction to Bidders’. The Commonwealth makes no representation as to their suitability for any other purpose.
COMMONWEALTH OF VIRGINIA
STANDARD BID BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, the Contractor (“Principal”) whose principal place of business is located at _____ and _____ (“Surety”) whose address for delivery of ‘Notices’ is located at _____ are held and firmly bound unto the Commonwealth of Virginia, _____, the Owner (“Obligee”) in the amount of five percent (5%) of the Amount (Total Base Bid plus all Additive Bid Items) Bid by Principal, for the payment whereof, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, the conditions of this obligation are as follows. This Bid Bond shall guarantee that the Principal will not withdraw his bid during the period of ninety (90) days following the opening of bids; that if his bid is accepted, Principal will enter into a formal contract with the Owner in accordance with the Contract Between Owner and Contractor, Form CO-9, included as a part of the Invitation for Bids (IFB Documents); that Principal will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms included in the IFB documents; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and give said bonds within ten (10) days after Principal has received notice of acceptance of his bid, Principal and Surety shall be jointly and severally liable to the Owner for the difference between the amount specified in said bid and such larger amount for which the Owner may contract with another party to perform the work covered by said bid, up to the amount of the bid guarantee. This amount represents the damage to the Owner of account of the default of the bidder in any particular thereof.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.
 Signed and sealed this day of

_________________________________________ By:_________________________________

Witness
Typed Name: ____
Title: ____

____
Surety
(Seal)

By:_________________________________

______________________________
Attorney-in-Fact
Typed Name: ____

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA
(or alternatively, Commonwealth or State of ____)

CITY of ____

I, the undersigned notary public, do certify that _____, whose name is signed to the foregoing bid bond in the amount of five percent (5%) of the Total Bid Amount and which names the Commonwealth of Virginia, _____, as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in-fact of _____, a _____ corporation which is the Surety in the foregoing bond, that he/she is duly authorized to execute on the above Surety’s behalf the foregoing bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the surety, he/she acknowledged the foregoing bond before me as the above Surety’s act and deed.

She/he has further certified that her/his Power of Attorney has not been revoked.

[Complete if Power is recorded: Clerk’s Office: _____;
Deed Book/Page No. or Instrument No.: _____.]

Given under my hand this ____ day of ____.

_________________________________________ (Seal)
Notary Public

My name (printed) is: _____
My registration number is: _____
My commission expires: _____
PREBID QUESTION FORM
(Use separate Form for each question submitted.)

Date: ____________________

Project: IMPROVE KENTLAND FACILITIES
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
BLACKSBURG, VIRGINIA (PC#229-17830-000)
IFB # VT-229-17830-001

The following question concerns Drawing Sheet (number) ____________________________:

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

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

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Question submitted by: __________________________________________________________
Name ___________________________________________ Organization ____________________

Bidders shall submit form to Jackie Mayrosh jmayrosh@spectrumpc.com and Sonya Guilliams sguilliams@spectrumpc.com
BID FORM

DATE: _______________________

PROJECT: Virginia Tech - Improve Kentland Facilities

IFB # VT-229-17830-001

To: Commonwealth of Virginia
Virginia Polytechnic Institute and State University (Virginia Tech)
University Design and Construction
90 Sterrett Facilities Complex (0129)
Blacksburg, VA 24061

In compliance with and subject to your Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the contract documents listed below:

- the Contract Between Owner and Contractor;
- this Bid Form submitted by the Contractor;
- Post Bid Modification(s), if any;
- the Instructions to Bidders dated April 2015 (R1)
- the Notice of Invitation to Bids
- the General Conditions of the Construction Contract (Form CO-7), referred to as the “General Conditions” dated April 2015;
- the Supplemental General Conditions, dated January 2017;
- the Owner’s Plans for the Applied Reproduction Facility (APR), Bovine Extension Teaching & Research Facility (BETR) and Metabolic Research Laboratory (MRL) dated October 19, 2017;
- the Owner’s Project Manuals and Bidding Information for the Applied Reproduction Facility (APR), Bovine Extension Teaching & Research Facility (BETR) and Metabolic Research Laboratory (MRL) dated October 19, 2017;

as well as any Addenda issued during the bid period, for the consideration of the following amount:

BASE BID (including the following parts):

PART A.
Lump sum price for the construction of the buildings and all associated work at the APR (except for work described in PARTS D and E) complete and in accordance with the Plans and Specifications:

PART A = ________________________________ Dollars ($______________).
PART B.
Lump sum price for the construction of the buildings and all associated work at the BETR (except for work described in PARTS D and E) complete and in accordance with the Plans and Specifications:

PART B = _________________________________ Dollars ($______________).

PART C.
Lump sum price for the construction of the buildings and all associated work at the MRL (except for work described in PARTS D and E) complete and in accordance with the Plans and Specifications:

PART C = _________________________________ Dollars ($______________).

PART D. - EXCAVATION OF UNSUITABLE MATERIAL
Excavation of unsuitable material, where authorized or directed, below or in addition to defined subgrade required for the Work of Part A, B and C and backfill with compacted material per specifications. (Price per cubic yard) Final amount shall be adjusted upward or downward based on actual quantity authorized.

Estimated quantity of (150) cy @ $__________ per cy = ___________

PART D = _________________________________ Dollars ($______________).

PART E. - EXCAVATION OF ROCK MATERIAL AT TRENCHES
Excavation of ROCK material, where authorized or directed, proper disposal off-site of excess material and backfill with compacted trench fill material per specifications. (price per cubic yard) (Final amount shall be adjusted upward or downward based on actual quantity authorized.)

Estimated quantity of (85) cy @ $__________ per cy = ___________

PART E = _________________________________ Dollars ($______________).

TOTAL BASE BID AMOUNT (Sum of PARTS A, B, C, D, & E) IS:

_________________________________________ Dollars ($______________)

ADDITIVE BID ITEM 1: Lump sum price for all work to construct the approximately 5,000 square foot open-air demonstration area at the BETR building, complete, in accordance with the drawings and specifications is

_________________________________________ Dollars ($______________)

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The bidder has relied upon the following public historical climatological records:

US Department of Commerce, Local Climatological Data Sheets, National Oceanic and Atmospheric Administration/Environmental Data and Information Service, National Climatic Center and National Weather Service for Blacksburg, VA.

The undersigned understands that time is of the essence and agrees that the time for Substantial Completion of each building is as specified below:

The time for Substantial Completion of the Improve Kentland Facilities Project shall be four hundred and twenty (420) consecutive calendar days from the date of commencement of the Work as specified in the Notice to Proceed, and Final Completion shall be achieved within thirty (30) consecutive calendar days after the date of Substantial Completion as determined by the University.

Acknowledgment is made of receipt of the following Addenda: ____________________________

If notice of acceptance of this bid is given to the undersigned within 90 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver a contract in the prescribed form within 10 days after the contract has been presented to him for signature. The required payment and performance bonds, on the forms prescribed, shall be delivered to the Owner along with the signed contract.


DISQUALIFICATION OF CONTRACTORS: By signing this bid or proposal, the undersigned certifies that this Bidder or any officer, director, partner or owner is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Bidder a subsidiary or affiliate of any firm/corporation that is currently barred from bidding on contracts by any of the same. We have attached an explanation of any previous disbarment(s) and copies of notice(s) of reinstatement(s).

Either the undersigned or one of the following individuals, if any, is authorized to modify this bid prior to the deadline for receipt of bids by writing the modification and signing his name on the face of the bid, on the envelope in which it is enclosed, on a separate document, or on a document which is telefaxed to the Owner:

_________________________________________________________
_________________________________________________________
I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Virginia Department of Professional and Occupational Regulation, Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No.: ______________ Bidder: ______________________________ (Name of Firm)

Contractor Class: ______________ By: ________________________________________ (Signature)

Specialty: _______________________ Valid until: _____________________________

FEIN/SSN: ________________ Title: _______________________________________

If General Partnership (List Partners' Names) Business Address:

____________________________________

____________________________________

____________________________________

____________________________________

____________________________________

Telephone # ________________________

FAX # ______________________________

If Corporation, affix Corporate Seal & list State of Incorporation

State: ______________________________

(Affix Seal)

Virginia State Corporation Commission ID No.: ______________; or

If Contractor is a foreign business entity not required to be authorized to transact business in the Commonwealth under Titles 13.1 or 50 of the Code of Virginia, or as otherwise required by law, please provide an explanation as to why such entity is not required to be so authorized:

____________________________________________________________________________________

____________________________________________________________________________________.

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