INSTRUCTIONS TO BIDDERS

The Invitation For Bids ("IFB") consists of the Notice, these 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 of the Contract.

As used herein, the terms "bidder" and "Contractor" both shall refer to the Person submitting a bid.

eVA Vendor Registration: The bidder shall be a registered vendor in **eVA**. See the **eVA** Vendor Registration Requirements at https://eva.virginia.gov/register-now.html.

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, structure or building, and the character and extent of existing conditions, improvements or work within or adjacent to the Site. No Claims shall be submitted as a result of Bidder's failure to have done so but shall be deemed waived and 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 the Contract Documents shall be communicated in writing to the A/E for interpretation. Bidders **must** use the "Prebid Question Form" provided in the bid documents. Bidders must so act to assure that questions reach the A/E 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 pre-bid 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 its 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 patterns which might be anticipated based on weather conditions and events for the past ten (10) years. 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. No additional compensation, costs or damages will be paid to the Contractor because of normal weather conditions, including normal adverse weather to be anticipated during the Project. An extension of time for abnormal adverse weather conditions which directly impact the Work will be considered by the Owner as set forth in the General Conditions.

(d) If the Owner designates the public historical climatological records to be used to establish normal weather patterns, the bidder shall use those records in estimating and preparing its bid. If the Owner requests each bidder to indicate the weather pattern records used in preparation of a bid, each bidder may select the public historical climatological records upon which it will rely in preparing its bid. In the latter situation, each bidder shall designate in the space provided which of such climatological data records were used in preparing the bid. A bidder's failure to designate climatological records when submitting a bid shall not disqualify a bid but shall constitute a waiver of any claim or request for an extension of time as the result of abnormal adverse weather. In either case, the bid submitted and the Time for Completion shall be presumed to have been based upon normal weather patterns, including normal adverse weather, as 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, or in the case of bids submitted electronically, signatures shall be in accordance with *Code of Virginia § 59.1-479 et seq*. The Owner's agreement to accept electronic bids, if made, will be indicated in the IFB. 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. 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 their 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. For any contract, the bidder shall be licensed appropriately in accordance with *Code of Virginia §§ 54.1-1100 et. seq.* for single contract value and total value of all construction, removal, repair, or improvements undertaken by the bidder within any twelve-month period. The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over its signature whichever of the following notations is appropriate and insert its Contractor license/registration number:

Licensed Class A Virginia Contractor No:_____
or
Licensed Class B Virginia Contractor No:_____
or
Licensed Class C 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 its 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, the bidder shall be deemed to be in violation of *Code of Virginia §§ 54.1-1100 et. seq.* and its bid will not be considered.

(d) Following guidance from the Board for Contractors, the Owner may, as a part of determining whether the bidder is "responsible," require the apparent low bidder to submit a listing of its Subcontractors along with the license number and classification or specialty of each. *See* DEP'T OF PROF'L AND OCCUPATIONAL REGULATION, BD. FOR CONTRACTORS POLICIES & INTERPRETATIONS, No. 2959 (July 11, 2016) ("A licensed contractor may bid on work, or enter into a contract for work, which is outside the scope of [its] license classification(s) provided that [it] subcontracts that work, to properly licensed contractors, and the work of the subcontractors is incidental to the contract.").

(e) The bidder must 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder 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 *Code of Virginia § 2.2-4311.2* 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 *Code of Virginia § 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.

(g). *Code of Virginia § 2.2-4376.2* shall be applicable to the Work of the Contract.

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 (the "Bid Bond"). The Owner agrees to accept a Bid Bond on which the Surety has utilized electronic signatures and/or electronic notarization if the electronic notarization meets the requirements of *Code of Virginia §§ 47.1-6.1, -7, and -12*, and the Commonwealth of Virginia State Corporation Commission Bureau of Insurance and the Bid Bond contains any SURETY BOND SEAL ADDENDUM established by the Commonwealth of Virginia State Corporation Commission Bureau of Insurance. For construction contracts up to $500,000, where

bid bond requirements have been waived by Owner as stated in the IFB, prospective Contractors may be prequalified in accordance with *Code of Virginia § 2.2-4317.* A Bid Bond may be required for Contracts having bids of up to five hundred thousand dollars ($500,000) if such requirement is stated in the IFB. The Bid Bond must be issued to the bidder indicated on the bid form 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 the following: that the bidder will not withdraw its bid during the period following the date of the opening of bids as specified in the IFB; that if the bid is accepted, the bidder will enter into the Contract with the Owner described in the IFB; that the bidder can and will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms included in the IFB. If the bidder withdraws its bid within the thirty (day) period following bid opening, fails to enter into the Contract, or fails to provide the required Standard Performance Bond and Standard Labor and Material Payment Bond within ten (10) days after the bidder's receipt of notice of acceptance of its bid, the bidder and the bidder's surety shall be jointly and severally be liable to the Owner for the difference between the amount specified in the bidder's 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 of 5% of the bidder's total bid amount, as the damage to the Owner resulting from the bidder's default. See *Code of Virginia § 2.2-4336.*

(b) *Code of Virginia § 2.2-4338* contains provisions allowing for alternative forms of bid security in lieu of a Bid Bond. A bidder's use of an alternative form of Security as listed in C*ode of Virginia § 2.2-4338.B* must be approved by the Owner prior to the bidder's submission of its bid on the Bid Receipt date and time to be accepted in lieu of a Bid Bond.

(c) The Bid Bond or other alternative bid security will be returned to all but 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 required Standard Performance Bond and the Standard Labor and Material Payment Bond for the Contract have been received and approved by the Owner.

(d) If the Contract and required bonds have not been executed by the accepted bidder within the number or days specified in the IFB following the date of the opening of the bids, then the Bid Bond or other bid security of any bidder will be returned upon a bidder's request, provided the bidder has not been notified of the acceptance of its 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 withdrawals and modifications are not acceptable. The withdrawal or modification may be made by the person who signed the bid or by an individual(s) who is authorized by the bidder 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.

7. RECEIPT OF BIDS:

(a) **Bids will be received at or before the date and the hour and in the place and manner stipulated in the IFB as may be modified by subsequent Addenda. If bids are to be received electronically, bids shall be submitted via the electronic bid receipt system specified in the IFB.**

(b) **It is the responsibility of the bidder to assure that its 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 their 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 IFB 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 twenty-four (24) hours after the time set for receipt of bids.

(b) The provisions of *Code of Virginia § 2.2-4342*, 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 its 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 *Code of Virginia § 2.2-4330(B)(2)*, the bidder must submit to the Owner its 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 its 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 in *Code of Virginia § 2.2-4330(B)(2)* shall not apply to when the entire bid is required to be submitted on a unit price basis.

Failure of a bidder to submit its original work papers, documents and materials used in the preparation of its bid on or before the time, date and place required shall constitute a waiver by that bidder of its right to withdraw its 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 the apparent low bid is withdrawn under authority of this section, the lowest remaining bid shall be deemed to be the low bid on the project.

10. **REJECTION OF BIDS**: The Owner reserves the right to cancel the IFB, 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 *Code of Virginia § 2.2-4319*.

11. **DETERMINATION OF RESPONSIBILITY**

Each bidder shall be prepared, if so requested by the Owner, to present evidence of its 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; and/or

(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 *Code of Virginia § 2.2-4359*.

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 its 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 of a conflict between the amount written in words and the numerals, the amount written in words 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 *Code of Virginia § 2.2-4318* 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 the Contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, under the provisions of Code § 2.2-4318 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 included 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, any changes to the IFB 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 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. See *Code of Virginia § 2.2-4360*.

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

14. **CERTIFICATION**: The bidder, by its signature on the Bid Form, certifies that neither its 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* "Disqualification of Contractors" in the Bid Form.

15. **ETHICS IN PUBLIC CONTRACTING:** The provisions, requirements and prohibitions as contained in *Code of Virginia § 2.2-4367 et seq.,* pertaining to bidders, offerors, 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 for this Project based on 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 shall identify the bidder's proposed percentage of participation by small businesses in the 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 that the Owner requires a specific 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 for the bid 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 Contract bid and who returns the documents in good condition. Refund will be made on paper sets and sets provided on removable 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 IFB.

19. **GENERAL CONDITIONS:** The General Conditions are incorporated in the bid documents. If a copy of the General Conditions is not included in the bid documents, the bidder may obtain a copy of the current edition of the General Conditions 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 (available online at https://dgs.virginia.gov/engineering-and-buildings/documents-and-forms/deb).

20. **PREBID CONFERENCE**: See the IFB for requirements for a pre-bid conference and whether such conference is mandatory or optional.

21. **INSPECTION OF BID DOCUMENTS:** Copies of the IFB documents including Plans and Specifications and the General Conditions will be available for inspection at the Agency, at the A/E's office, and at the locations listed in the Notice of the IFB.

22. **DRUG-FREE WORKPLACE REQUIRED:** Bidders are reminded that *Code of Virginia § 2.2-4312* requires that the 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.

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. Paragraphs which have been added or revised since prior edition are identified with a line to the left of the paragraph.